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
APRIL 2, 2024 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. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire 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. COUNTY TREASURER'S REPORT
Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. 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. COUNTY CLERK RECORDER/REGISTRAR OF VOTERS

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Elections and Pro Document Solutions, Inc.; effective December 31, 2023; not to exceed $100,000 (General Fund Impact) as approved in FY2023-2024 budget; approved as to form by County Counsel.

B. CLERK OF THE BOARD OF SUPERVISORS

1) Approve all meeting minutes for March 2024, as submitted

C. AGRICULTURE WEIGHTS & MEASURES

1) Approve and authorize Agricultural Weights & Measures - Employee #10147 to switch to a four-day work week, pursuant to section 3.09 of the General Unit's MOU; effective 04/02/24

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney-Bowes for equipment and postage for confidential correspondence, effective May 1, 2024, not to exceed $5,000; (No General Fund Impact) a combination of federal and state funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health Agency for the Drug and Alcohol Youth Prevention program; effective July 1, 2023; not to exceed $110,078.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.
3) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant two (2.0) FTE Behavioral Health Site Coordinator positions, due to promotion and resignation; (No General Fund Impact) as approved in FY23/24 budget.

E. PUBLIC WORKS/ROAD DEPARTMENT

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and RSH, Inc., dba Curran Tire Center Company for tire repair services as needed.; effective April 1, 2024; not to exceed $27,000.00; (No General Fund Impact) approved as to form by County Counsel.
2) Authorization for the Department of Public Works to recruit and fill Extra-Help Summer workers throughout its maintenance districts in excess of 29 hours per week; funded via Road budget.

F. PLANNING

1) Amendment to Board of Supervisors approval on March 12, 2024, for a refund to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit revised to $258.00.

G. HUMAN RESOURCES

1) Approve and authorize Human Resources Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I, II, III; due to resignation (No General Fund Impact) in FY23/24 budget.

2) Request for Employee # 101629 to work more than 29 hours per week, pursuant to Resolution No. 14-7975; effective April 2, 2024, to allow for adequate department coverage while Human Resources recruits and fills their Human Resources Technician I/II/III.

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 THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Beckwourth CSA to pay Plumas Sanitation a non-contract invoice in the amount of $3,540 for pumping the wet well to prevent over-flow due to pumping failure. No General Fund Impact; funded by sewer fees paid for by BCSA residents; discussion and possible action

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

1) Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Vestra Resources, Inc.; effective March 1, 2024; not to exceed $12,743.50; No General Fund Impact; funded via fees paid for by WRCSD residents; approved as to form by County Counsel; discussion and possible action.

E. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

F. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY - Nicole Reinert

1) Adopt **RESOLUTION** to approve and accept grant agreement number 23-10974 awarded by the California Department of Public Health in the amount of $870,320.00 beginning on April 1, 2024, and ending on March 31, 2029, and authorize the Director of Public Health Agency to sign; (No General Fund Impact) approved as to form by County Counsel; **Roll call vote**

2) Adopt **RESOLUTION** to approve contract for services agreement number 05579-AR67832 between Public Health Institute and Plumas County Public Health Agency in the amount of $40,000.00 and authorize the Director of Public Health to sign; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

3) Approve a supplemental budget increase for the Public Health Agency budget unit 70566 for $55,024.00 because of receiving carryover funds unspent in FY22/23.

4) Approve a supplemental budget increase for the Public Health Agency budget unit 70561 for $45,196.58 because of receiving carryover funds unspent in FY22/23.

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to authorize Behavioral Health Director to apply for and sign the Medicare Provider Application and submit any documentation related to become a Medicare provider; (No General Fund Impact) federally funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

C. SHERIFF - Todd Johns

1) Adopt **RESOLUTION** Authorizing the Sheriff to execute an agreement with the Department of Justice (DOJ); providing Live Scan - fingerprint services; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

D. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Cloudpermit, Inc.; effective 04/02/2024; not to exceed $76,000 over three years; (General Fund Impact) as approved in FY23/24 I.T. budget; approved as to form by County Counsel.

E. PUBLIC WORKS/ROAD DEPARTMENT - John Mannle

1) Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA. All documents and procedures relating to this vacation have been reviewed and approved as to form by County Counsel; No General Fund impact.
2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cashman Equipment Company, LLC, dba Empire Southwest, a wholly owned subsidiary of the Whiteman Family Corp Company, who will provide heavy equipment and vehicle repair as needed upon request; effective January 1, 2024; not to exceed $200,000.00; (No General Fund Impact) funded via service contract

F. SOLID WASTE - Sean Graham

1) Approve and authorize Chair to sign letter of support for Assembly Bill 2902 which would indefinitely extend Plumas County's rural exempt status as well as provide other important flexibility for other aspects of SB 1383 implementation. The draft letter has been reviewed and approved as to form by County Counsel. No General Fund impact.

G. PLANNING - Tracey Ferguson

1) Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**
2) Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86 for FY 2022/23; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**
3) Approve the Homeless Housing, Assistance and Prevention Program (HHAP), Round 5 Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and the City of Redding (as the Administrative Entity for the NorCal Continuum of Care; approved as to form by County Counsel; No General Fund Impact; discussion and possible action.

5. COUNTY ADMINISTRATIVE OFFICE

A. County Administrative Officer's Report

6. BOARD OF SUPERVISORS

A. California State Controller's Office Discussion

B. Appointments

1) Appoint Selena Jayo to the Feather River Resource Conservation District; discussion and possible action.

C. Correspondence

D. 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. **Time Certain 1:00 p.m.** Personnel: Public employee appointment or employment - Facilities Director

B. Conference with Risk Manager: Quarterly Risk Control Program Status Report.

C. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.

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

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: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

G. Conference with Legal Counsel: Claim against the County filed by Timothy Walker, received March 25, 2024.

H. Conference with Legal Counsel: Existing Litigation - Justin Alexander Dew and Jam Daffodil Yu, Plaintiffs v. Department of Transportation (CALTRANS), County of Plumas, State of California, Robert B. Colletee, and DOES 1 through 50, inclusive, Defendants; Superior Court of California, County of Plumas, Case No. CV23-00264

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, April 9, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
ELECTIONS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Marcy DeMartile, Clerk/Recorder**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Elections and Pro Document Solutions, Inc.; effective December 31, 2023; not to exceed $100,000 (General Fund Impact) as approved in FY2023-2024 budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Elections and Pro Document Solutions, Inc.; effective December 31, 2023 through January 31, 2025; not to exceed $100,000;(General Fund Impact) as approved in FY2023-2024 budget; approved as to form by County Counsel.

Background and Discussion:

There are only a few select printers that are certified by the Secretary of State to print official ballots and election materials. Pro Document Solutions is one of them and they have experience with ballot printing services for smaller counties in California.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Elections and Pro Document Solutions, Inc.; effective December 31, 2023 through January 31, 2025; not to exceed $100,000; General Fund Impact as approved in 2023-2024 budget; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact; as approved in FY23/24 budget.

Attachments:

1. ProVote Contract Extension

Services Agreement-Amendment, Extension

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Clerk-Recorder Registrar of Voters (hereinafter referred to as "County"), and Pro Document Solutions, Inc. a California Corporation dba ProvoteSolutions (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 Thousand Dollars ($100,000). *Excluding Postage.

3. Term. The term of this agreement shall be from December 31, 2023 through January 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 31, 2023 to the date of approval of this Agreement.

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 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.

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:

Clerk-Recorder Registrar of Voters
County of Plumas
520 Main Street, Room 102
Quincy, CA 95971
Attention: Marcy DeMartile

Contractor:

ProvoteSolutions
90 West Poplar Avenue
Porterville, CA. 93257
Attention: Paul Mantey, President

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

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

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and 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.

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

CONTRACTOR:

Pro Document Solutions, Inc. a California Corporation dba ProvoteSolutions

By:_____
Name: Paul Mantey
Title: President
Date signed:_____

By:_____
Name: Molly M. Comin
Title: Chief Financial Officer
Date signed:_____

COUNTY:

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

By:_____
Name: Marcy DeMartile
Title: Plumas County Clerk-Recorder-ROV
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

To provide comprehensive ballot printing Vote-By-Mail (VBM); VBM outgoing and incoming envelopes; mailing services for VBM ballot packets, including addressing/printing envelopes, inserting ballots and voter information guides.

EXHIBIT B

Fee Schedule

At the completion of an election, we receive a bill specific for that election's printing costs. Those bills are then paid promptly with funds that are adopted in the current budget year.

90 West Poplar Avenue, Porterville, CA 93257
Phone 559 719-2136
Fax 559 719-2111

Fee Schedule

PLUMAS COUNTY
BALLOT PRINTING AND MAILING SERVICES
PRICE PROPOSAL January 1,2024 through May 31, 2025

PRINTING

Administration Charge	$440.00 per order
Digital Print / per BT-PCT	$80.00 /ea
Printing Official Ballots 8.5 X 11"	$314.00 /M
Printing Official Ballots 8.5 X 14"	$347.00 /M
Printing Official Ballots 8.5 X 18"	$380.00 /M

INSERT WITH I VOTED STICKER

White 100# Color, 1 side	
8.5 X 5.5"	$82.00 /M

INSERTING AND ADDRESSING SERVICES

Data Processing and Set Up	$510.00 /ea
Machine Setup	$14.00 /ea BT-PCT
Run Charge	
1 Card With Pamphlet	$355.00 /M
Ballot Trax	$47.00 /M

VOTER INFORMATION GUIDE PAMPHLET

Print Black/Black, 8.5 x 11,Self Cover, Fold in Half, 20# Bond or Equivalent	
4 Page (2 Part)	$146.00 /M
8 Page (4 Part)	$223.00 /M
12 Page (6 Part)	$302.00 /M
16 Page (8 Part)*	$353.00 /M
24 Page (12 Part)*	$442.00 /M
Measure Text Page Setup	$102.00 /pg
Candidate Statement Setup	$102.00 /pg

Electronic Copy Input	
Page Measure/Candidate	$50.00 /ea

Postage for 2024

Outgoing Non Profit	TBD
BRM Return	TBD

ENVELOPES

Outgoing 6 1/8 x 9 5/8 White 24#

Single Window		
	14,000	$208.00 /M
	28,000	$147.00 /M
Double Window		
	14,000	$260.00 /M
	28,000	$173.04 /M

Return 5 7/8 x 9 Blue 24#

	14,000	$253.00 /M
	28,000	$203.00 /M

*** Pamphlets over 6 parts must be in increments of 8 pages/4 parts**
*** All freight charges will be pre paid and added to county invoice**
*** Postage is due on Mailing date**

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve all meeting minutes for March 2024, as submitted**

Recommendation:
Approve all meeting minutes for March 2024, as submitted

Background and Discussion:
Plumas County Board of Supervisors approves all meeting minutes monthly as submitted.

Action:

Approve all meeting minutes for March 2024, as submitted

Fiscal Impact:

No General Fund Impact, approval of minutes only.

Attachments:
1. Minutes 03-05-2024
2. Minutes 03-12-2024
3. Minutes 03-19-2024

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 MARCH 5, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

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

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 Engel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Motion: Chair Hagwood has requested that an Emergency Item be added to the agenda under Board of Supervisors Item No. 5.A.1
Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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 Tarlton - offered prayer
Rose (Friends) - commented on Spay-a-Thon is going to have six vet techs, hoping to spay 105 cats. This is going to be held again at Dr. Rolston's office located in Taylorsville on March 9, 2024. She also informed the Board that the spay traps are being utilized. Savmor Foods and Grocery Outlet donated generously.
Zoom comment - Tanya informing the Board on unpaid invoices with regard to Greenville Buildings after the Dixie Fire
Supervisor Engel thanks Caltrans, County Road Department, CHP, energy companies for the efforts during the recent storms. CAO adds other County Departments on their efforts as well.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Chairman Hagwood read a letter regarding the AT&T phone line concerns from Mark Blakeman (President of AT&T).
Sheriff Johns attended a meeting with other County Sheriffs and none believed the letter from AT&T.
Martee Nieman (Auditor/Controller) - clears up public comment regarding unpaid invoices from Greenville Dixie Fire, Planning, CAO is working on it and will resolved.
Rob Thorman - updated the Board on current road conditions, and Public Works is working diligently to get roads cleared.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble updated the Board on Plumas County Library, helping business owners with six-week classes. California Fair Plan meeting in March, PG&E electrical rates going up, AFWD, Greenville Innovation Hub, Job Fair 3/6/2024 at the Fairgrounds. Feather River college is going to start Fire Training Courses.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Patrick Joseph - updated the Board on ReCoverCA Housing Grant and Home-hardening of Mitigation Grant, Recovery Support Function, FEMA funding is extended to August 2024, Greenville Community Meeting will be held on March 16, 2024, at the Greenville High School

D. US FOREST SERVICE

Report and update.

No Report Provided

E. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updated the Board on Munis 8-Hour training with Client First, and Special District payroll concerns. MRG contract has someone who works in El Dorado County is a Munis expert. New HR employees are just going to focus and learn Munis only for right now.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

No Report Provided

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement and modifying the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B; (No General Fund Impact) combination of State and Federal funds; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment # 2. This agreement is to amend Exhibit B Section V. Fiscal Provisions, Item E Administrative Fee, which specifies that services rendered are now subject to a 15% administrative fee; effective January 30, 2024; (No General Fund Impact) approved as to form by County Counsel.

3) Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of $10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.

4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District continuing our partnership in addressing the needs of students and their families by providing mental health prevention and early intervention services; effective July 1, 2023; not to exceed $251,932.00; (No General Fund Impact) This is an MHSA (Mental Health Services Act) stated funded program described within the current, approved MHSA Program and Expenditure Plan 2023-2026 approved as to form by County Counsel.

5) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and the Mental Health Services Authority, Participating in the Quality Measures and Performance Improvement Program; effective February 15, 2024; not to exceed $12,600.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed $300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel

B. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in February 2024, as submitted.

C. SOCIAL SERVICES

1) Adopt **RESOLUTION** authorizing Nevada-Sierra Public Authority to implement a wage increase for IHSS Independent Providers; (No General Fund Impact) State Funded; approved as to form by County Counsel.

Motion: Adopt **RESOLUTION No. 24-8898** authorizing Nevada-Sierra Public Authority to implement a wage increase for IHSS Independent Providers; (No General Fund Impact) State Funded; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frank's Garage LLC for automotive inspection, repair, and maintenance; effective April 1, 2024; not to exceed $10,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Heat Transfer Systems to replace failed heat pump unit in Environmental Health laboratory; work to be completed by June 30, 2024; not to exceed $12,765.89; (General Fund Impact) as approved in FY23/24 Capital Improvements budget; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. FAIR - John Steffanic

1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Fair and PSCF Foundation; effective March 5, 2024; not to exceed $50,000.00; (No General Fund Impact) CDFA Fairs & Expositions additional funds; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Fair and PSCF Foundation; effective March 5, 2024; not to exceed $50,000.00; (No General Fund Impact) CDFA Fairs & Expositions additional funds; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. SHERIFF'S OFFICE - Todd Johns

1) Adopt **RESOLUTION** of the Plumas County Board of Supervisors creating a Disciplinary Team, ("DT"), consisting of the Sheriff, the HR Director and County Counsel, to respond and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations, specific to the Plumas County Sheriff's Office; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **Resolution No. 24-8899** of the Plumas County Board of Supervisors creating a Disciplinary Team, ("DT"), consisting of the Sheriff, the HR Director and County Counsel, to respond and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations, specific to the Plumas County Sheriff's Office; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of a new industrial washer and dryer for the new Plumas County Correctional Facility; total not to exceed $31,992.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to a fixed asset account within the department #70331-AB443 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Motion: (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of a new industrial washer and dryer for the new Plumas County Correctional Facility; total not to exceed $31,992.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**
Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

(b). Approve the transfer of those funds to a fixed asset account within the department #70331-AB443 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. PLANNING - Tracey Ferguson

1) Review and provide direction regarding Plumas County (AP1117) Ignition-Resistant Construction (Home Hardening) and Defensible Space Project Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) sub application non-federal match requirement in the amount of $641,852.50. Potential General Fund impact. Discussion and possible action.

Motion: Direction to Planning Director to move forward with a plan., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Review and provide direction regarding Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) sub application non-federal match requirement in the amount of $625,000.00. Potential General Fund impact. Discussion and possible action.

Motion: Review and provide direction regarding Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) sub application non-federal match requirement in the amount of $625,000.00. Potential General Fund impact. Discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zoom comment from Ted Stout asking if the water would be tested.

D. TREASURER-TAX COLLECTOR - Julie White

1) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 ($50,346.50), and invoices in year 2024 ($37,139.45); totaling $87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action. **Four/Fifths Roll Call Vote**

Motion: Deny Request., Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by split vote (**summary:** Yes = 3 No = 2).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 2 Goss, Supervisor - District 5 Engel.
Julie White's attorney presented this item.
Supervisor Goss made a motion to have this item on the agenda for March 12, 2024, Supervisor Engel seconded. All Supervisors agreed to have this item on the agenda for March 12, 2024.
Supervisors Hagwood and McGowan recused themselves.

E. DISTRICT ATTORNEY'S OFFICE - David Hollister

1) Request for payment of legal defense

Motion: Conditional approval of $75,000 pending results of investigation. If the hostile work environment complaint investigation is found not to be warranted, then no attorney fees will be paid.
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

The report was attached as presented to the Board.

5. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION** authorizing stipend for Assistant Risk Manager/Occupational Safety & Health Specialist position for Human Resources Department duties. **Roll Call Vote.**

Motion: Adopt RESOLUTION No. 24-8900 authorizing stipend for Assistant Risk Manager/Occupational Safety & Health Specialist position for Human Resources Department duties. **Roll Call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.

1) Adopt **RESOLUTION** Proclaiming a Local Emergency and requesting the Governor proclaim a State of Emergency (Plumas County Blizzard & Storm Events); (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

This item was added by the Chair as an emergency item.

Motion: Adopt **RESOLUTION No. 24-8897** Proclaiming a Local Emergency and requesting the Governor proclaim a State of Emergency (Plumas County Blizzard & Storm Events); (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC to conduct a workplace investigation; effective February 21, 2024; not to exceed $35,000.00; (General Fund Impact) approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC to conduct a workplace investigation; effective February 21, 2024; not to exceed $35,000.00; (General Fund Impact) approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
District Attorney Hollister commented on this item.

C. Approve the Supplemental Budget Transfer from Fund #0001 (General Fund) in the amount of $20,000 to Fund #521600 (Memberships/Dues) under Department # 20010 (Board of Supervisors). General Fund Impact; as approved by the Auditor-Controller. **Four/Fifths Roll Call Vote.**

Motion: Approve the Supplemental Budget Transfer from Fund #0001 (General Fund) in the amount of $20,000 to Fund #521600 (Memberships/Dues) under Department # 20010 (Board of Supervisors). General Fund Impact; as approved by the Auditor-Controller. **Four/Fifths Roll Call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on April 9, 2024; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on April 9, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

E. Findings from Appeal Hearing of Administrative Citation held on February 20, 2024.

The findings were mailed to the appellant. The Board's decision was made during the February 20, 2024, Board of Supervisors meeting.

F. APPOINTMENTS

1) Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council; discussion and possible action.

Motion: Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

G. CORRESPONDENCE

1) Letter to California Public Utilities Commission Public Advisor's Office, regarding AT&T landlines in Plumas County; discussion and possible action.

Motion: Letter to California Public Utilities Commission Public Advisor's Office, regarding AT&T landlines in Plumas County; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Letter attached: https://plumascounty.us/ArchiveCenter/ViewFile/Item/18150

2) Plumas County FireSafe Council is requesting a Letter of Support be signed by the Plumas County Board of Supervisors supporting the establishment of a Firewood and Bio Generation Facility; discussion and possible action.

Motion: Plumas County FireSafe Council is requesting a Letter of Support be signed by the Plumas County Board of Supervisors supporting the establishment of a Firewood and Bio Generation Facility; discussion and possible action. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Letter attached :https://plumascounty.us/ArchiveCenter/ViewFile/Item/18149

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

Supervisor Goss received correspondence regarding NORCAL EMS application for Medical Director of the year Dr. Kepple.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. 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

B. 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

C. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168

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

E. Conference with Legal Counsel; The legislative body is meeting to decide whether a closed session is authorized under 54956.9 (d)(3), (e)(1).

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that item (e) was discussed in Closed Session. The reportable action is to have the item placed in Open Session on April 2, 2024.

7. ADJOURNMENT

Adjourned meeting to Tuesday, March 12, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON MARCH 12, 2024

STANDING ORDERS

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

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Public Comment Opportunity/Written Comment

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

CAO Lucero led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Goss has requested that Item 4.D.1. be removed 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.

Linda M. made comment regarding a recent Cat Spay/Neuter event that was held at Dr. Rolston's office in Taylorsville on March 9, 2024, was a success with 70 cats being seen. She also thanked the private donors (Lake Almanor Foundation, Common Good, and Sav-Mor Foods).

Public Comment Email: https://plumascounty.us/ArchiveCenter/ViewFile/Item/18163

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (County Recorder/Registrar of Voters) - updated the Board on the Recorders office is very busy with marriage licenses, and fictitious business licenses. Elections 5228 votes counted, 153 ballots waiting on validation. March 12, 2024, was the last day to have ballots postmarked, CUPD tax measures.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble handout: https://plumascounty.us/ArchiveCenter/ViewFile/Item/18164

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

Martee Nieman (Auditor/Controller) - updated the Board on parallel errors found during a recent audit. Client First meeting on March 14, 2024. CAO Lucero commented on the recent new hires in Human Resources.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

Martee Nieman (Auditor/Controller) updated the Board on the Smith & Newell FY21/22 audit, they should have a draft in the next 10–14 days to present to the Board.

H. Receive Presentation from Caltrans District 2 regarding State Route 70 in East Quincy.

Frank Rivas (Caltrans) gave presentation.

I. Plumas County Senior Nutrition & Transportation Services presentation by John Rix, Plumas County Senior Services Director.

John Rix gave presentation.
Joanne Danielson commented on giving appreciation for the services Senior Nutrition provides to the residents of Plumas County.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. BEHAVIORAL HEALTH

1) Authorize Behavioral Health to allow extra-help employee #101605 to work more than 29 hours per week as needed for 90 days from March-May 2024; not to exceed 1560 hours per 12-month period.

B. PLANNING

1) Request Board of Supervisors approval for a refund in the amount of $524.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

C. BOARD OF SUPERVISORS

1) It is hereby requested that the Board of Supervisors authorize Fish & Game Commission to spend up to $26,000 from the PG&E settlement that was already allotted to them for the purchase and installation of guzzlers on the north side of Highway 36 above Lake Almanor.

2) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Almanor Recreation and Park District for the 43rd Annual Chester 4th of July Fun Run, to be held on July 4th 2024 from 9:00 a.m. - 9:30 a.m.

3) Approve and authorize the Chair to sign a letter to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2024).

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 THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed one hundred ten thousand dollars ($110,000), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; (No General Fund Impact) Discussion and possible action

Motion: Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed one hundred ten thousand dollars ($110,000), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; (No General Fund Impact) Discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Rob Thorman presents information, discusses grant application and cash flow.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT

1) Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed one hundred ten thousand dollars ($110,000), to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

Motion: Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed one hundred ten thousand dollars ($110,000), to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Rob Thorman presents information, discusses grant application and cash flow.

E. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT, AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. SOLID WASTE - Sean Graham

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Public Works and Plumas Sanitation for storm water removal services at the East Quincy Transfer Station; effective February 1, 2024; not to exceed $28,800; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Public Works and Plumas Sanitation for storm water removal services at the East Quincy Transfer Station; effective February 1, 2024; not to exceed $28,800; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Rob Thorman made a comment regarding the leach field at the transfer station.
Sean Graham presents information

2) Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the agreement between Plumas County Public Works and InterMountain Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the agreement between Plumas County Public Works and InterMountain Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Email Public Comment: https://plumascounty.us/ArchiveCenter/ViewFile/Item/18161
CAO Lucero also made a comment.
Sean Graham presents

B. PUBLIC WORKS/ROAD - John Mannle

1) Approve and authorize Chair to sign a Purchase Order Between Plumas County Public Works and Industrial Equipment for the fixed asset purchase of Replacement Shop Steam Cleaner; total $27,687.58; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign a Purchase Order Between Plumas County Public Works and Industrial Equipment for the fixed asset purchase of Replacement Shop Steam Cleaner; total $27,687.58; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Rob Thorman presents

C. COUNTY CLERK RECORDER/REGISTRAR OF VOTERS - Marcy DeMartile

1) Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8901** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Marcy DeMartile presents

D. TREASURER-TAX COLLECTOR - Julie White

1) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 ($50,346.50), and invoices in year 2024 ($37,139.45); totaling $87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action. **Four/Fifths Roll Call Vote**

This item was pulled at the request of Supervisor Goss.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

Debra Lucero presents, discussion of a potential merger of various departments. All CAO reports can now be found on the County Administrative Officers website.

B. 2023-2024 Mid-Year Budget Review

See attachment in back-up material.
Debra Lucero presents
DA Hollister made comments regarding this item, and provided a handout:
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18165
Clint Koble made a comment regarding this item.

C. 2023-2024 Mid-Year Budget Transfers

Motion: 2023-2024 Mid-Year Budget Transfers, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

CAO Lucero presents in detail the Mid-Year budget transfers to the Board.
DA Hollister requests clarification from the Board on his department's budget transfers.
Martee Neiman made a comment on bringing more mid-year budget transfers to the Board that didn't make it on this agenda: fund balances, and raises.

6. BOARD OF SUPERVISORS

A. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 3).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan.

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on May 7, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Dixie Fire Settlement Funds; discussion and possible action.

Motion: Bring item back on April 16, 2024, for further discussion and possible action. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Jane Braxton-Little made a comment regarding how the handling of funds were received by the County.

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding a new section of his district on Bell Lane in Quincy.

Supervisor Hagwood received no correspondence.

Supervisor Engel received correspondence regarding slowing traffic down in Cromberg.

Supervisor McGowan received correspondence regarding the Tuesday, March 5, 2024, meeting. https://plumascounty.us/ArchiveCenter/ViewFile/Item/18167

Supervisor Ceresola received no correspondence.

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Public Works Director (Board Only)

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

This item was removed at the request of County Counsel.

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

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

This item was removed at the request of County Counsel.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

8. ADJOURNMENT

Adjourned meeting to Tuesday, March 19, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON MARCH 19, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

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

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

Debra Lucero (CAO) led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Pastor George offered a prayer

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Tracey Ferguson (Planning Director) - updated the Board on Micro Enterprise Small Business Grant. 20 awardees, contracts are fully executed, also updated on Sierraville project. Links below are handouts that Tracey presented to the Board:
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18173
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18176
Clint Koble thanked Tracey for her efforts on the grants.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble email https://plumascounty.us/ArchiveCenter/ViewFile/Item/18178
Jeff Greef presented a report to the Board on his business venture in Greenville (Plumas Wood Fiber). He would like to build a factory that could produce peat moss, and he asked the Board for a letter of support.

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

Patrick Joseph updated the Board on a meeting on March 22, 2024, from 9am to 10:30am in the Mineral Building at the Fairgrounds; topics include community profiles, all communities affected by the Dixie Fire.

D. US FOREST SERVICE
Report and update.

No Report Provided.

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

Martee Graham (Auditor/Controller) - updated the Board on moving forward quickly with Munis transitions, reran parallel to see if there are any more errors. It is very important that HR and the Auditor's office work closely and effectively together to accomplish these goals. Her office has to go live with Munis on July 1, 2024.
CAO Lucero commented on MRG taking a piece of this Chris Meyers who helped with Tyler Munis is assisting us under the MRG Contract and working with Special Districts.

F. COUNTY TREASURER'S REPORT
Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

Julie White (Treasurer-Tax Collector) updated the Board on taxes and fees that are collected by her office. They collect real property tax, mining claims tax, special interest tax, TOT tax. These go by TRA (Tax Rate Area). They also collect fees & fines, and other departments that cannot collect their own fees, her office tries to collect them.
Investment reports have been forwarded to the Board. Supervisor McGowan requested that the reports be sent in a "readable format". Julie says she will post audits on counties website, TOT - might be more than what it's budgeted for, suggest modifying the budget to reflect trying to find unpaid short-term rental owners. FRTD - Julie claims that FRTD hasn't been late in a while, FRTD wants an audit. Interest apportionment is completed, all parties are satisfied.
Martee Graham responds to Supervisors McGowans question, states all taxes are apportioned.
Treasurers Investment Policy and Procedures will be brought back to the Board at a later date for the Board's approval.

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

Martee Graham (Auditor-Controller) updated the Board on wrapping up the 22/23 audit with Smith & Newel. She will be bringing that before the Board sometime in April.

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm for monthly alarm monitoring for Behavioral Health Wellness Centers; effective January 1, 2024; not to exceed; $5,000.00 (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

2) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and Community Medical Specialists dba. Community Behavioral Health; increasing the compensation amount from Seven Hundred Four Thousand ($704,000.00) to Nine Hundred Four Thousand ($904,000.000) due to increase in demand; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign Professional Services Agreement Amendment No. 2 to the agreement between Plumas County Sheriff and CGL Companies, Inc. for Plumas County Corrections Facility; No General Fund Impact; approved as to form by County Counsel.

C. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Pitney-Bowes Global Financial Services effective April 1, 2024, for a sixty-month lease of a postage/mailing machine. Not to exceed $23,500. (No General Fund Impact) approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

1) (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of 6 new mobile radios using the 2021 Homeland Security Grant; total not to exceed $41,841.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to fixed asset accounts within the department #70344 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Motion: (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of 6 new mobile radios using the 2021 Homeland Security Grant; total not to exceed $41,841.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to fixed asset accounts within the department #70344 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Martee Graham commented on budget transfers and requested that fund accounts be listed on the agenda items.

2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish; effective February 1, 2024; not to exceed $60,000 dollars; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

3) Request to develop and implement a hiring incentive agreement to attract and retain qualified candidates for the position of Correctional Officer; General Fund Impact, discussion and possible action.

Motion: Request to develop and implement a hiring incentive agreement to attract and retain qualified candidates for the position of Correctional Officer; General Fund Impact, discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presents for direction from the Board for background, SB 89 passed raising qualifications to 21 years and older. AB 89 will have even further restrictions. Sheriff Johns mentions that he wants to increase staffing before degree requirements.
Clint Koble commented.

4) Approve and authorize Chair to sign a lease agreement between Plumas County Sheriff and Alltell Corp, dba Verizon Wireless; effective March 19, 2024; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a lease agreement between Plumas County Sheriff and Alltell Corp, dba Verizon Wireless; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Mike Grant presents discusses the amount of work, benefits to county, Supervisor Hagwood thanks him, County Counsel comments.

B. PUBLIC WORKS/ROAD - John Mannle

1) CGL to provide an update on the New Jail and Day Reporting Center progress during construction.

Paul from CGL presented a zoom slideshow presentation for the Board.

C. PLANNING - Tracey Ferguson

1) Review and accept the 2023 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2024; discussion and possible action

Motion: Review and accept the 2023 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2024; discussion and possible action , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presents - appears houses built is increasing each year, population is again, Board directs sending to OPR.

D. TREASURER-TAX COLLECTOR - Julie White

1) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 ($50,346.50), and invoices in year 2024 ($37,139.45); totaling $87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; **Four/Fifths Roll Call Vote**

Motion: Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 ($50,346.50), and invoices in year 2024 ($37,139.45); totaling $87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; **Four/Fifths Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Failed by split vote (**summary:** Yes = 2 No = 1).
Yes: Supervisor - District 2 Goss, Supervisor - District 5 Engel.
No: Supervisor - District 1 Ceresola.

Supervisors Hagwood and McGowan recused themselves from this item, and were not present during the vote.

Comments made by Mr. Bakes, County Counsel, Supervisors Goss & Engel. County Counsel directed to work on a contract with Mr. Bakes for future representation.
Supervisor Engel requested from Interim County Counsel Brechtel to make sure that the 2/3 vote counted. Interim County Counsel assured Supervisor Engel that he would research this and would get back to him.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. **11:00 A.M. PUBLIC HEARING:**

1) Consideration and Adoption of **RESOLUTION** Making findings on energy savings and determining other matters in connection with an Energy Services Agreement; approved as to form by County Counsel; **Roll Call Vote**

This item was moved to 4.A under the County Administrative Officer.

Motion: Consideration and Adoption of **RESOLUTION No. 24-8902** Making findings on energy savings and determining other matters in connection with an Energy Services Agreement; approved as to form by County Counsel; **Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Members of the ENGIE staff presented a slideshow presentation to the Board.
Zach Gately presents - County Counsel explains recent changes that don't match the background info, brief intro from Zach Gately, presented by Ashu, Heather presented next, reviewed various aspects of the energy program.
The Board also approves the Repair/Construction/Maintenance Agreement effective March 19, 2024. This agreement shall not exceed Ten Million Seven Hundred Fifty-Four Thousand Two Hundred Forty Six Dollars and 00/100 ($10,754,246.00)

B. County Administrative Officer's Report

CAO Debra Lucero provided no report during this meeting.

5. BOARD OF SUPERVISORS

A. Accept Letter of Retirement; Public Works Director effective April 19, 2024; discussion and possible action.

Motion: Accept Letter of Retirement; Public Works Director effective April 19, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

John Mannle said a few words and thanked the Board.

B. Correspondence

Supervisor Goss received no correspondence.

Supervisor Hagwood received no correspondence.

Supervisor Engel received no correspondence.

Supervisor McGowan received correspondence regarding ongoing noise complaint concerns in his district.

Supervisor Ceresola received no correspondence.

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

No Weekly Reports Provided during this meeting.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Public Works Director

This item was mooted due to retirement letter being accepted. Not discussed.

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

This item was pulled at the request of County Counsel. Not discussed.

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session, he also reported that item 6.B. was pulled from Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, April 2, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Margaret Bailey, Agricultural Standards Management Analyst I**
MEETING DATE:	**April 2, 2024**
SUBJECT:	Approve and authorize Agricultural Weights & Measures - Employee #10147 to switch to a four-day work week, pursuant to section 3.09 of the General Unit's MOU; effective 04/02/24

Recommendation:

Approve and authorize Agricultural Weights & Measures - Employee #10147 to switch to a four-day work week, pursuant to section 3.09 of the General Unit's MOU; effective 04/02/24

Background and Discussion:

Employee #10147 according to MOU section 3.09 would like to temporarily switch to a flexible 4-10's schedule effective 04/02/24 to allow her to continue to work full time .

Action:

Approve and Authorize Employee #10147, to switch to a flexible 4-10's schedule effective 04/02/24 permitted by section 3.09 of the MOU.

Fiscal Impact:

No General Fund Impact

Attachments:

None

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney-Bowes for equipment and postage for confidential correspondence, effective May 1, 2024, not to exceed $5,000; (No General Fund Impact) a combination of 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 Pitney-Bowes Postage Machine; effective May 1, 2024; not to exceed $5,000.00; (No General Fund Impact) A combination of state and federal funding cover this purchase; approved as to form by County Counsel.

Background and Discussion:
The Agreement with Pitney Bowes equipment is for postage paid envelopes for mailing confidential correspondence to HIPAA, (Health Insurance Portability and Accountability Act- federal law that requires standards to protect sensitive patient health information from being disclosed) protected clients.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney-Bowes Postage Machine; effective May 1, 2024; not to exceed $5,000.00; (No General Fund Impact) A combination of state and federal funding cover this purchase; approved as to form by County Counsel.

Fiscal Impact:

No impact on the General Fund. A combination of state and federal funds cover this cost.

Attachments:
1. 23-714 MPA FINAL

PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 5/1/2024

Vendor: Pitney Bowes Inc.
27 Waterview Drive
Shelton, CT 06484-4301

Tel: 855-349-7063

County: County of Plumas Department of Behavioral Health
270 County Hospital Road # 109
Quincy, CA 95971

Tel: 530-297-8774

Description: Purchase of Send ProC Series-PitneyBowes Postage Equipmen as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ Five Thousand---------- Dollars ($ 5,000.00)

Term: Agreement shall commence on May 1, 2024 and shall terminate on April 30, 2029 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

By:_____
Name: Roger Donahue
Title: Operations Manager
Date Signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:
P Joshua Brechtel, Attorney
County Counsel's Office

pitney bowes

State and Local Term Rental

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Plumas County Behavioral Healt h null

Tax ID # (FEIN/TIN)

946000528

Sold-To: Address

270 County Hospital RdSte 109, Quincy, CA, 95971-9180, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Che Shannon	5302836307	0018541197

Bill-To: Address

270 County Hospital RdSte 109, Quincy, CA, 95971-9180, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Che Shannon	5302836307	0018541197	cshannon@pcbh.services

Ship-To: Address

270 County Hospital RdSte 109, Quincy, CA, 95971-9180, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Che Shannon	5302836307	0018541197

PO #

0

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

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Pitney Bowes Confidential Information

See Pitney Bowes Terms for additional terms and conditions

1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR, BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 80.12**	**$ 240.36**

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at http://www.pb.com/statelocalltoptems and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Signature:

Print Name

Email: cshannon@pcbh.services

Title

Title:

Date

Email Address

Roger Donohue

Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

March 20, 2024
Date

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Pitney Bowes Confidential Information
See Pitney Bowes Terms for additional terms and conditions

PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the "**Order**") make up your agreement with Pitney Bowes (this "**Agreement**"). Please read this Agreement carefully.

Let's start with a few definitions that should help you better understand your agreement. "**PBI**" means Pitney Bowes Inc. "**Pitney Bowes**" means PBI and its subsidiaries. "**PBGFS**" means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries. "**We**", "**our**" or "**us**" refers to the Pitney Bowes companies with whom you've entered into the Order. "**You**" or "**your**" refers to the entity identified on the Order. "**Meter**" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "**Meter Services**" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("**CFR**"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 33; and the Soft-Guard Program outlined in Section 35. "**Equipment**" means the equipment listed on the Order, excluding any Meter or standalone software. "**Lease**" means Lease terms and conditions set out in Sections 10 through 17. "**Installment Sale**" means installment sale terms and conditions set out in Sections 18 through 24.

The provisions included in these Terms consist of: (i) General Terms; (ii) Lease Terms; (iii) Installment Sale Terms; (iv) a Service Level Agreement; (v) Equipment Rental and Meter Services Terms; (vi) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vii) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (viii) provisions relating to specific products.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html.

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) We warrant that any service ("**Service**") we perform under the Service Level Agreement set out in Sections 25 through 30 (the "**SLA**") will be performed in a professional and workmanlike manner.

(c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that

results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").

(g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

2. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

3. Default and Remedies

(a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

(i) cancel this Agreement and any other agreements Pitney Bowes has with you;
(ii) require you to pay to us immediately all amounts payable under the Lease, Installment Sale or other agreements, whether then due or payable in the future;
(iii) disable the Meter;
(iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
(v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
(vi) charge you a late charge for each month that your payment is late;
(vii) charge you a check return fee for payments made by you with insufficient funds; and
(viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.

(c) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Lease, Equipment rental agreement, Installment Sale agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you

based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of $35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

5. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

6. Internet Access Point and Analog Connectivity

(a) The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

(b) **IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

7. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment. If you have purchased Equipment under an Installment Sale agreement, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor with respect to the Equipment in order to protect our interest in the Equipment.

8. Delivery

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

9. Miscellaneous

(a) We will use your information in accordance with our Privacy Statement.

(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

(e) Payments aren't subject to setoff or reduction.

(f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**

(g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(h) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.

(i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(j) This Agreement is governed by the laws of the State of Delaware.

(k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

(l) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

LEASE TERMS

10. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. PBGFS provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the "**Lease Term**"). **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 13, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

11. Lease Commencement Date

(a) New Leases. If none of the Equipment on your Order includes installation, the Lease Term commences on the date as of which all of the Equipment has shipped. If your Order includes installation of any Equipment (the "**Install Equipment**"), then your Lease Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed.

(b) Trade Up Leases. If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your lease commencement will be calculated to align with your current periodic invoice date.

(c) Install Equipment Delays. Notwithstanding (a) and (b), if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Lease Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

12. Payment Terms

We will invoice you quarterly in advance for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

13. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 13 or purchase the Equipment.

14. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

15. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

16. Risk of Loss and ValueMAX® Program

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either: (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("**Insurance**"); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.

(b) YOU MUST CALL US AT 1-844-256-6444 OR GO TO pitneybowes.com/us/valuemaxoptout AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which

is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

17. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

INSTALLMENT SALE TERMS

18. Installment Sale Purchase of Equipment; Obligation Unconditional

If you have purchased Equipment under an Installment Sale, these Installment Sale terms apply. PBI is the manufacturer of the Equipment. PBGFS has sold the Equipment to you under an installment sale. The term of this Installment Sale agreement is the number of months stated on the Order (the "**Installment Sale Term**"). **You may not cancel this Installment Sale agreement for any reason and all payment obligations under this Installment Sale agreement are unconditional.** PBI owns any Meter as USPS regulations require.

19. Equipment Ownership; Installment Sale Commencement Date

Title to the Equipment passes to you upon installation, however you and we agree that title will automatically revert to us if you default under this Agreement, subject to applicable law. If none of the Equipment on your Order includes installation, the Installment Sale Term commences on the date as of which all of the Equipment has shipped. If your Order includes installation of any Equipment (the "**Install Equipment**"), then your Installment Sale Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed; provided, however, that if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Installment Sale Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

20. Payment Terms

We will invoice you quarterly in advance for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous agreement, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Installment Sale Term. After the Installment Sale Term, your Periodic Payment will increase if your PBI Payments increase.

21. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL,

CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

22. Equipment Obligations

During the Installment Sale Term, (a) you will keep the Equipment free from liens and in good condition and working order, (b) we may inspect the Equipment and related maintenance records, and (c) you may not move the Equipment from the location specified on the Order without our prior written consent.

23. Risk of Loss

You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve you of any of your obligations under this Installment Sale agreement. You must immediately notify us in writing of any Loss during the Installment Sale Term. To protect the Equipment from loss, during the Installment Sale Term you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us.

24. Other Installment Sale Terms

(a) If more than one purchaser is named in this Installment Sale agreement, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Installment Sale agreement, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

(b) You may not assign or sublet the Equipment, the Meter, or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Installment Sale agreement but it will not affect your rights or obligations.

SERVICE LEVEL AGREEMENT

25. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000 inserting system and any PitneyShip™ Cube (the covered equipment is called "**Covered Equipment**").

26. Service Level Options

(a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 27) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI

instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

(b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

27. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease or Installment Sale agreement, then for the term of that agreement (as applicable, the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS A) YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW, B) IN THE CASE OF A LEASE, THE LEASE EXPIRES OR IS TERMINATED, C) IN THE CASE OF AN INSTALLMENT SALE, THE INSTALLMENT SALE AGREEMENT IS TERMINATED BY US, OR D) THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

28. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "**Overage**"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

29. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you

may terminate Service by giving us a termination notice at the address indicated in Section 27 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

30. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

31. Equipment Rental and Meter Services

(a) If you aren't leasing the Equipment or purchasing the Equipment through an Installment Sale, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice to the address in Section 27 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

32. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "**Bank**") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to $15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

33. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

34. Terms of Use of Meter; Federal Regulations

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator

guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to $10,000 (18 U.S.C. 1001) and a civil penalty of up to $5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

(c) HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(d) USPS Privacy Act Statement. Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

35. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

36. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

37. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

38. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

(a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.

(b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

(c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

(d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

(e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

(f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

(g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

(h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

(i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

39. Purchase Power Program

(a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "**Program**"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.

(b) Your Purchase Power account (the "**Account**") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

(c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

(d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of $1.00 in any billing cycle if the finance charge as calculated above is less than $1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

40. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

41. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

42. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are incorporated by reference.

43. Lockers

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers.

44. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

45. PitneyShip™ Cube

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at pitneybowes.com/us/pitneyshipcube-service-terms and are incorporated by reference.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health Agency for the Drug and Alcohol Youth Prevention program; effective July 1, 2023; not to exceed $110,078.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health Agency for the Drug and Alcohol Youth Prevention program; effective July 1, 2023; not to exceed $110,078.00; (No General Fund Impact) a combination of state and federal funds to be spent on this program; approved as to form by County Counsel.

Background and Discussion:

Plumas County Behavioral Health and Plumas County Public Health Agency respectfully request continuation of long-term collaboration in the AOD, alcohol and other drug, Prevention services and programs that promote health development for all Plumas County public junior high grade schools. Programs are designed to engage youth more actively in program decision-making, planning, and implementation to deliver programs that foster autonomy, safety, community partnerships, youth/adult partnerships and demonstrate cultural and civic competence, all of which research identifies as key developmental outcomes which will ultimately lead to a longer-term positive outcome.

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health Agency for the Drug and Alcohol Youth Prevention program; effective July 1, 2023; not to exceed $110,078.00; (No General Fund Impact) a combination of state and federal funds to be spent on this program; approved as to form by County Counsel.

Fiscal Impact:

No impact on the General Funds. Costs associated with this program are covered by state and federal funds.

Attachments:

1. MOU BH&PCPHA Signed

Memorandum of Understanding

This interdepartmental memorandum of understanding (hereinafter MOU) is entered into on July 1, 2023, between the Plumas County Behavioral Health (hereinafter referred to as PCBH) and the Plumas County Public Health Agency (hereinafter referred to as PCPHA.) PCBH and PCPHA shall collectively be referred to as "Parties."

The Parties agree as follows:

1. **RESPONSIBILITIES OF PCBH:** During the term of this agreement, PCBH shall:

   1.1. Monitor and participate in regular meetings with prevention team and stakeholders.

   1.2. Monitor PCPHA Primary Prevention services rendered to stakeholders across the county.

   1.3. Conduct Pre-Award Risk Assessment prior to renewal of this MOU.

The mission of the Plumas County Public Health Agency (PCPHA) is to promote and protect individual and community health and well-being. We do this through innovative partnerships, public planning and policy, and ensuring access to respectful services. PCPHA's Alcohol and Other Drug (AOD) Prevention program aim to carry out the agency's mission regarding Plumas County's youth. Plumas County Behavioral Health recognizes that Plumas County Public Health will provide the majority of Outreach and Engagement services while Behavioral Health monitors regular meetings.

2. **RESPONSIBILITIES OF PCPHA:** During the term of this agreement, PCPHA shall:

   2.1. Facilitate regular meetings with county youth (Plumas Youth Undivided, Life Skills Training- Botivin Life Skills). Staff will hold in-person meetings with small groups of youth, screening for symptoms. Staff will conduct meetings in the schools.

   2.2. Report monthly PV data to DHCS and meet regularly with the Department of Healthcare Services (DHCS) representative for review of accuracy of information disseminated to DHCS.

   2.3. Duties and Services outlined in Exhibit I.

3. COMPENSATION

3.1. Behavioral Health shall pay Public Health for work as describes as RESPONSIBITIES OF PCPHA. The maximum amount payable under this agreement for the term of this MOU shall not exceed $110,078.00.

4. **TERM OF AGREEMENT:** This agreement shall be effective beginning July 1, 2023, and shall continue 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 Plumas County Public Health Agency from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:

5.1. By mutual agreement of PCBH and PCPHA upon such terms and conditions as may be agreed upon.

5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. **NON-DISCRIMINATION:** Neither party shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. **CONFIDENTIALITY:** PCBH and PCPHA are aware of the respective confidentiality laws governing services and Welfare and Institutions Code 300 cases.

9. **NOTICES**: Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to the Public Health Department:	**If to Plumas County Behavioral Health:**
Public Health Director 270 Hospital Road, Suite 206 Quincy, CA 95971	Behavioral Health Director 270 Hospital Road, Suite 109 Quincy, CA 95971

10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

If to the Public Health Department	**If to Plumas County Behavioral Health:**
Public Health Director 270 Hospital Road, Suite 206 Quincy, CA 95971	Alcohol and Drug Administrator 270 Hospital Road, Suite 109 Quincy, CA 95971

11. **DOCUMENT RETENTION AND REPORTING:** PCBH and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives. PCBH shall also provide all information necessary for quarterly reports or other reports required by PCPHA, or the Federal government.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the PCPHA or PCBH, effective with the date funding is discontinued or decreased.

13. **CONFLICT OF INTEREST:** PCBH and PCPHA shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

14. **MISCELLANEOUS PROVISIONS:** PCBH and PCPHA will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. (Title 24, California Administrative Code.) If the amount of this agreement is in excess of $10,000.00 PCBH is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). If the amount of this agreement is **in** excess of $100,000.00, PCBH is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

15. **LICENSING OR ACCREDITATION**: Where applicable PCBH shall maintain the appropriate license or accreditation through the life of this contract.

16. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

17. **LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law). The venue for any action arising from this agreement shall be in Plumas County, California.

18. **AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

19. **HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

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

By: N Reinert
Name: Nicole Reinert
Title: Public Health Director
Date signed:

By: Sharon Sousa, LMFT
Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed: 03/14/2024

CONTENT:

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

Substance Abuse Prevention and Treatment Block Grant (SABG)
Primary Prevention Set-Aside Appendix
State Fiscal Year 2022-23

County Name: Plumas **Date: January 22, 2024**

Primary Prevention Set-Aside Appendix

The Primary Prevention Set-Aside must include the following:

1. **Detailed Budget**

   Please complete the Excel County workbook template for the Primary Prevention Set-Aside.

2. **Program Narrative for Primary Prevention Set-Aside**

   The Detailed Budget for Primary Prevention must coincide with the Program Narrative. Please ensure the titles of the Budget and the Narrative correspond. The following categories must align with the County Strategic Prevention Plan (SPP) utilizing the Strategic Prevention Framework (SPF). Please notate any changes since the development of the SPP.

   a) **Assessment (Not to exceed 1.5 pages)**

      1. Statement of Purpose: Provide the county's overall organizational purpose/goals for primary prevention services
         Note: This information can be found in the SPP Introduction chapter.

      2. Priority Areas and Goals: Indicate the priority areas, goals, and the risk factors they address.
         a. Include the target population/service areas that prevention services will focus on and provide a data based justification for each. Target populations/service areas will need to align with objectives in the logic model.

   b) **Capacity - County Staff:**

- **Nicole Reinert** (.02): Plumas County Public Health Agency- Health Education Division Director

- **Danielle Blust:** (.4 FTE) Plumas County Public Health Agency- Health Education Specialist, AOD Prevention Program Lead, Opioid Misuse Reduction
- **Maryann Kokes:** (.2 FTE): Youth AOD Prevention Program Staff

AOD Programs:

- **Plumas Youth Undivided-Previous Known as Friday Night Live**

  Youth programs are grounded in youth development principles that promote healthy development for all youth rather than focusing on problem reduction alone. Programs are designed to engage youth more actively in program decision-making, planning, and implementation to deliver programs that foster autonomy, safety, community partnerships, youth/adult partnerships and demonstrate cultural and civic competence, all of which research identifies as key developmental outcomes. These standards of practice include a physically and emotionally safe environment, opportunities for involvement and connection to community and school, opportunities for leaderships and advocacy, opportunities to engage in skill-building activities, and caring and meaningful relationships with adults and youth. Studies continue to provide evidence that these standards remain effective for positive youth development. Recent research demonstrates how integrating positive youth development frameworks into programs protects against tobacco and alcohol initiation among youth, and results in increased adolescent sexual and reproductive health. Research indicated that when these key features are incorporated into a youth program or setting, youth will experience the necessary supports, opportunities, and relationships to foster positive developmental outcomes, which ultimately lead to longer-term positive outcomes, such as economic self-sufficiency, responsibility, and civic participation.

  There are lunch meetings offered to all Junior High-grade youth at all four public schools (depending on staffing) which include Chester, Greenville, Quincy and Portola. Community service, social action activities, participation in advocacy for safe and healthy environments and promotion of healthy policies are organized by youth to appeal to youth. Youth gain leadership skills and build meaningful relationships with their peers and adult allies, while working to make positive change in their communities. Students involved accurately represent the racial and ethnic demographics of Plumas County residents. The majority of young people involved come from low-income families. There is also a large representation of LGBQT members. As of 2023, due to staffing, we have only facilitated meetings at Quincy Jr. High School and Quincy Charter School.

- **LifeSkills Training-**

  Botivin LifeSkills Training was previously offered to all 7-12th grade students at each Jr./Sr. high school and charter schools every other year. We have adjusted this program to be offered yearly for 6th grade students in

all Elementary schools including Charter Schools. An ideal implementation of this program would be for it to be offered annually at all four public Jr./Sr. high schools, if staffing allows.
"The new edition of Botvin LifeSkills Training Middle School program is a ground-breaking substance abuse prevention program based on more than 30 years of rigorous scientific research. Now updated to be the most effective evidence-based programs used in schools today. LifeSkills Training is comprehensive, dynamic, and developmentally designed to promote positive youth development. In addition to helping children resist drug, alcohol, and tobacco use, the Botvin LifeSkills Training Middle School program also effectively supports the reduction of violence and other high-risk behaviors."

This highly interactive program strengthens student resistance skills in the following areas:

- Personal Self-Management Skills

Students develop skills that help them enhance self-esteem, develop problem-solving abilities, reduce stress and anxiety, and manage anger.

- General Social Skills

Students gain skills to meet personal challenges such as overcoming shyness, communicating clearly, building relationships, and avoiding violence.

- Drug Resistance Skills

Students build effective defenses against pressures to use tobacco, alcohol and other drugs.

- **Brief Interventions for Substance Using Adolescents-**
  Brief Interventions have been utilized by youth in Chester, Portola, Greenville and Quincy. This program provides individual prevention services for youth suspended for AOD-related offenses or referred by a school employee or themselves. During brief intervention sessions, the youth will gain skills and resources to help cope with life's pressures during critical stages which could otherwise lead to negative choices.

County Providers:

- The Plumas County Public Health Agency is the sole recipient of the (SAPT BG) Primary Prevention Set-Aside dollars. All funded programs are discussed in further detail under county programs. Additional funding sources are also used to increase the AOD Prevention program's ability to provide sustainable countywide services.

County Coalitions/Groups:

- **Northern Sierra Opioid Safety Coalition-**
  Works to prevent opioid-related deaths in Plumas, Sierra, Modoc and Lassen counties. The coalition is split into two major workgroups, one focusing on Harm Reduction and the other working on Primary Prevention of Opioid Misuse. This coalition is led by Plumas County Public Health Agency.

- **Plumas County Harm Reduction-**
  AOD has partnered with Harm Reduction to educate youth/and parents on Safe Storage of Medication, Safe Disposal of Medications, and Naloxone Distribution.
- **20,000 Lives Youth Prevention Workgroup-**
  A wide variety of county partners comprise this Workgroup. Members include Student Service's Coordinators, the Tobacco Use Reduction Program, Supplemental Nutrition Assistance Program, Feather River College- Upward Bound and Trio Program, Roundhouse Council, Plumas Rural Services- Safe Base Program, Court Appointed Special Advocates (CASA) and other community partners. The purpose of this Workgroup is to expand multi-agency collaboration and resources among multiple county partners, who work with youth and youth influencers. AOD also uses this opportunity to present any local data that might be beneficial for other youth partners.
- **Juvenile Justice and Delinquency Prevention Commission-**
  Members include Probation, a Juvenile Judge, Portola City Council Member, Plumas Crisis Intervention and Resource Centers, Plumas Rural Services, Mental Health, Environmental Protection, CASA, FNL Youth Council Members, and others who work with youth. Agencies discuss current activities and programs relating to youth and possible multi-agency coordination of efforts.

County Partners:

- **Public Health Agency's Tobacco Use Reduction/Prevention Education Program (TURP)**
  The youth involved in Plumas Youth have assisted this program in a variety of activities, such as Healthy Stores Healthy Communities and the implementation of a Tobacco Retail Licensing policy, facilitating meetings for each other programs, collaborate during Red Ribbon Week, and Community Skate Nights. In the future, Plumas Youth Undivided plans to continue to coordinate community events and activities with TURP
- **Plumas County Office of Education, Student Service's Coordinators**
  All public schools in the county have a student services coordinator who works in a single community to connect youth to services and support. The AOD prevention program works closely with all four Student Service's Coordinators at the Jr./Sr. high school campuses to assist in facilitating school-wide events. This collaboration has been crucial in expanding Plumas Youth Undivided activities and evidence-based interventions at all campuses depending on staff availability.
- **Public Health Agency's Supplemental Nutrition Assistance Program**
  Plumas Youth Undivided have tabled at the Quincy Farmer's Markets with the Supplemental Nutritional Assistance Program- Education. In the future, Plumas County hopes to increase collaboration by providing

activities at community events such as the Summer Meals for Kids program and by partnering to host a youth leadership conference each summer.

- **Plumas County Probation Department**
  The AOD prevention program has partnered with the probation department in the past to host family movie nights at community parks. As of 2023, Probation is working on proving Quincy High School, after school meetings as a disciplinary action for students with truancy. Plumas Youth Undivided will help facilitate meetings.
- **Plumas Rural Services- SafeBase Program**
  The SafeBase program works mainly in charter and continuation schools throughout the county. In the past, these groups have been utilized for focus groups. In the future, Plumas County hopes to collaborate more and build more of a relationship with youth who do not attend public schools, where most alcohol and other drug prevention programs take place.
- **Plumas Crisis Intervention and Resource Centers**
  The Plumas Crisis Intervention and Resource Centers have been a crucial partner in the expansion of AOD prevention activities. Youth have completed community service activities for this organization, such as community clean-ups and canned food drives.
- **Public Health Agency's Prescription Drug Overdose Prevention Project**
  The AOD prevention program has worked within the Northern Sierra Opioid Safety Coalition and plans to continue to partner on the prescription overdose prevention project. The PFS grant for primary prevention activities will greatly assist in the expansion of activities and programs to reduce opioids and prescriptions.
- **Adventure Monkeys, Community Skate Nights**
  Adventure Monkeys is a partnership with Plumas National Forest to host adventurous activities throughout the county including Roller Skate Nights, Summer Camps, and guided bike trail tours of the Plumas National Forest. AOD partnered with Adventure Monkeys to participate during the Youth portion of the event. AOD/other PH programs help staff provide a booth with free snacks, and educational material on AOD Prevention.

c) **Planning**

Logic Model

Priority Area: Underage Drinking

Problem Statement #1: Alcohol is easily accessible to youth.
Problem Statement #2: Underage Drinking is a social norm and is accepted by both youth and adults.
Contributing Factors: Youth are less involved in activities, youth think most friends use, and ease of access.
Goal #1: Decrease the availability of alcohol to youth by 2%
Goal #2: Change social norms in Plumas County regarding underage drinking prevention.

Objective	Strategies	Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes	Indicators
1. By 2025, decrease the ease of youth access to alcohol by 2% for 7th, 9th and 11th grade students at Chester, Portola, Quincy and Greenville Jr/Sr High Schools as measured by the CHKS.	1.1 Multi-Agency Collaboration/Coordination and Capacity Building. 1.2 Social Norm Campaign 1.3 Healthy Stores Healthy Communities Campaign 1.4 Youth Development Opportunities	Administer youth access survey to parents and community members. Develop an annual Public Health Agency Prevention Program with partners. Educate key stakeholders and Board of Supervisors on prevention efforts once annually. Provide 5 capacity building opportunities for Public Health personnel.	Increased knowledge on youth access points by partner and key stakeholders. Partners will report an increase in knowledge of alcohol and drug prevention. Work with other prevention programs (SNAP, TURP) to implement an annual youth development camp.	In 2025, ease of youth access to alcohol decreases by 2% for 7th, 9th and 11th grade students at Chester, Portola, Quincy and Greenville Jr/Sr High Schools as measured by the CHKS.	Healthy Kids Data Community Parent/Partner Survey Program records, attendance, number of events Event Evaluation

1.5 Change Laws and Policies	Develop parent targeted social norm campaign with the FNL Youth Council.	Parents will increase knowledge of laws, polices of underage alcohol use and access.	Social Host Documentation YD Survey
	Provide three community events presenting social norm campaign to 100 parents.	Retailers increase knowledge on commercial youth access to alcohol. Increase youth perception of harm of alcohol use.	Training Evaluations
	Provide Retail Education to 10 merchants annually.	Youth will report a commitment to not use alcohol as a minor.	Healthy Stores Healthy Communities Data
	Implement 7 FNL/CL chapters with 75 members.	Youth will experience youth development supports and opportunities.	
	Expand FNL/CL summer and after school meetings to all 4 communities in Plumas County		

2. **By 2025, increase evidence-based education opportunities in Plumas County schools.**	2.1 Social Norm Campaign 2.3 Youth Development Activities 2.4 Multi-Agency Collaboration/ Coordination and Capacity Building 2.5 Individual Education 2.6 Facilitating Lifeskills Curriculum	Review sample social host ordinances with key stakeholder groups. Administer college student alcohol use and access survey. Develop a social norm campaign. Begin recruitment for college students. Provide a college student with the opportunity to intern at Public Health. Begin working to implement Alcohol Education	Draft a social host ordinance. Pass a Social Host Ordinance to the Board of Supervisors. College students will report a decrease in youth social and retail access. College students will increase their knowledge of laws, policies, and the harm of underage alcohol use and access. Hire a Feather River College student as a Public Health Intern. Develop Alcohol Education Implementation	By 2025, increase knowledge of risks of substance misuse among adolescents. Provide opportunities for youth to develop resilience and participate in alternative, healthy activities	College Student Alcohol Use and Access Survey Program records, attendance, number of events Social Host Documentation

	Plan with Feather River College.

Logic Model

Priority Area: Youth Prescription Drug Misuse
Problem Statement: Prescription drugs are readily available to youth, with Plumas County having one of the highest prescribing and over dose rates in the state.
Contributing Factors: Early and persistent drug use among youth, youth associating with drug using peers, and ease of access.
Goal #1: Reduce the number of prescriptions prescribed and available to youth in Plumas County by 2.5%
Goal #2: Educate the community about the dangers associated with youth prescription drug misuse.

Objective	Strategies	Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes	Indicators
By 2025, develop a tool to monitor youth access to prescription drugs, and demonstrate a 2.5% decrease in youth prescription drug access and misuse measured from baseline data gathered.	1.1 Establish Safe Disposal and Storage Policies and Procedures 1.2 Multi-Agency Collaboration/Coordination and Capacity Building 1.3 Information, Educational Materials and Messaging Development 1.4 Youth Development 1.5 Outreach to College	Develop a tool to monitor youth access to prescription drug misuse and ease of access. Administer youth access survey to youth and youth influences. Review sample policies and procedures.	Youth and youth influences will report a decrease in access to and misuse of prescription drugs. Draft policies and procedures for drug storage and disposal. Youth Council will educate a minimum of 2 prescribers annually.	By 2025, a tool was developed to monitor youth access to prescription drugs, and demonstrated a decrease in youth prescription drug access and misuse by 2.5% measured	County Death Data College Aged Youth Use and Perception of Harm Survey CURES Data CDPH Prescribing and Death Data

	Coordinate opiate misuse prevention work between the Youth Council and Partnerships for Success Grant.	Youth Council members will actively participate in local and state level prescription drug misuse prevention by increasing outreach and education activities from 1 to 8 annually.	from baseline data gathered.	Partnership for Success Data Collection Youth Development Surveys
	Develop materials to educate prescribers to youth.	Distribute prescription misuse prevention information to 100 college students annually.		
	Begin coordinating and building relationships with Feather River College.			

By 2025, increase evidence-based education opportunities in schools from 1 to 4 annually, as measured by the number of schools receiving services annually.	2.1 Multi-Agency Coordination/Collaboration and Capacity Building 2.3 Provide classroom education services to all public Jr./Sr. high schools annually.	Develop a plan for annual facilitation of curriculum. Personnel will complete appropriate training to be certified in curriculum.	Develop a survey to measure youth prescription drug misuse and perception of harm Administer use and perception of harm survey prior to and after completion of the course. Present plan for facilitation to the Board of Education for approval. Draft a MOU with the Office of Education. Implement evidence based curriculum.	By 2025, increased evidence-based education opportunities in schools from 1 to 4 annually, as measured by the number of schools receiving services annually.	Pre and Post Test Surveys MOU with the Office of Education Program records, attendance, number of classes

			Youth will indicate an increase in protective factors and a decrease in risk factors, relating to the prevention of youth prescription drug misuse.

d) **Implementation (Not to exceed 3 pages)**

1. Describe how the CSAP strategies identified in the logic model will address the identified risk factors and long-term outcomes.
   Note: This information can be found in the SPP Implementation chapter, Implementation Plan Summary

   a. Indicate the Institute of Medicine (IOM) categories prevention services will be implemented.

      IOM Category:

      1. Facilitate Lifeskills training to a minimum of 30 youth
      2. Implement virtual county-wide youth development meetings
      3. Continue implementing in-person youth development meetings
      4. Collaborate with other youth groups and co-facilitate a minimum of 2 joint club meetings
      5. Educated stakeholders and the BOS

   b. If the county implements Problem Identification and Referral (PIR) for primary prevention screening, indicate the screening tool/process.

      N/A

e) **Evaluation items 1 & 3 (Not to exceed 2 pages)**

1. Insert table 8.1: Evaluation Plan from the Evaluation Chapter

   N/A

2. Discuss overall program implementation and/or capacity building achievements the county accomplished since the prior SABG application. List the programs that have the greatest impact on the county's prevention outcomes.

   Increased youth participation after COVID 19. Worked closely with community stakeholders to collaborate and share resources which allowed the success of multiple events such as Red Ribbon Week, Community Skate Nights, Children's Fair, County Fair, completion of Lifeskills trainings, and the opening of the Youth Center with support from other stakeholders including Behavioral Health and Probation.

3. Discuss the challenges of the overall primary prevention implementation and include how the county will remedy those challenges.

   The turnover between data entry systems, but PCHPA staff worked with

the state to onboard proper training and has remained in compliance.

f) **SPF Guiding Principle: Cultural Competency (Not to exceed 1 page)**
The 20,000 Lives Youth Prevention Workgroup, comprised of individuals representing diverse agencies and interests throughout Plumas County, were actively involved in the planning process. Also, community members were actively involved in the assessment process used in guiding the planning process, by determining the priority areas. Strategies were selected by the 20,000 Lives Youth Prevention Workgroup, ensuring that the services selected are culturally relevant to a diverse range of youth. These individuals work with various target populations in the SPP and our residents of Plumas County. This SPP and the services provided throughout the county will be culturally relevant and ensure cultural competence for all populations served, including Hispanic and Native American populations. More time will be spent conducting outreach to these groups, and Plumas County will continue to conduct capacity building to better serve them. Overall, this SPP addresses the countywide challenges such as the socioeconomic needs of the entire population

g) **SPF Guiding Principle: Sustainability (Not to exceed 1 page)**

1. In order to guarantee continued sustainability of programs throughout implementation, prevention personnel will regularly attend 20,000 Lives Youth Prevention Workgroup meetings to coordinate and collaborate efforts with other community partners. Also, continue to attend all Juvenile Justice and Delinquency Prevention Commission meetings to ensure that other stakeholders and partners are knowledgeable about services and can provide guidance during implementation. A wide variety of agencies and organizations will be part of the implementation of the Strategic Prevention Framework, including but not limited to other Public Health Agency Prevention Programs, local non-profits and the college. Having all these diverse organizations involved ensures that the community and diverse populations throughout the county are involved in the implementation of programs. County Partner Surveys will be administered annually to monitor services and ensure county needs are met.
2. Data collection will help ensure that programs address the identified priority areas (underage drinking prevention and youth prescription drug misuse) effectively and sustainably. The programs that are enacting the most long-term sustainable change will be the programs that continue to be implemented. The on-going monitoring of programs will also allow for course corrections and adjustments to improve the fidelity of implementation and improve outcomes. The ongoing evaluation of this plan will help better understand which populations in the community are receiving adequate services and areas AOD Prevention will need to improve in, ensuring cultural competence. Currently our records indicate recipients of AOD Prevention services are more culturally diverse than the

demographics of the county, the program will work to continue this trend and to meet the needs of underserved populations.

The SABG Prevention Appendix must be submitted electronically with the entire SABG County Application package. Please refer to SABG Enclosure I for more information.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lisa Beck**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant two (2.0) FTE Behavioral Health Site Coordinator positions, due to promotion and resignation; (No General Fund Impact) as approved in FY23/24 budget.**

Recommendation:
Approve the filling of the fully allocated and funded two Site Coordinator positions, due to promotion and resignation.

Background and Discussion:
The Behavioral Health Department is requesting approval to fill the two fully allocated and funded Site Coordinator positions. The positions are fully funded in Department 70571 in the 2023-2024 budget.

Action:

Approve the filling of the two fully allocated and funded Site Coordinator positions, due to promotion and resignation.

Fiscal Impact:

These positions would be filled without the use of any additional General Fund monies.

Attachments:
1. BOS Letter to approve and fill 2 Site Coord 3-22-2024
2. CRITICAL STAFFING QUESTIONNAIRE Site Coordinator 3-22-2024
3. PCBH Org Chart 3-22-2024

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Sharon Sousa, LMFT, Director

DATE: March 22, 2024

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 2.0 FTE Behavioral Health Site Coordinator positions.

Recommendation

1. Approve the filling of the allocated positions of 2.0 Site Coordinator within Department 70571, which are already allocated and funded in the 2023-2024 budget year.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 2.0 Site Coordinator positions. The positions will be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED IN 23-24 BUDGET

2.0 FTE Behavioral Health Site Coordinator

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Behavioral Health Site Coordinator position is a legitimate business justification due to the oversight necessary to manage and oversee the activities within the Behavioral Health Department Wellness Centers.**

- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, working closely with community partners and local vendors, behavioral health clients and staff, performing outreach activities and running the day to day Wellness Center operations and peer activities performed at the site.**

- How long has the position been vacant? **The position became vacant on March 11, 2024 due to the promotion of the current Quincy Wellness Center Site Coordinator and March 20, 2024 due to the resignation of the Chester Wellness Center Site Coordinator.**

- Can the department use other wages until the next budget cycle? **The positions are fully funded for the current fiscal year**.

- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Site Coordinators**.

- What core function will be impacted without filling the position prior to July 1? **Without a Site Coordinator to run the Wellness Center operations, the Wellness Center would be without employee coverage. Reduction of hours the Center is open would impact the community and the clients as well as the billing of the Center.**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue due to the client's ability to access the Center for Crisis intervention and groups. This would reduce the Medi-Cal reimbursement of funding to the department.**

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local

funding? What impact will this reduction plan have to other County departments? **No impact is expected as funding is secure and ongoing.**

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

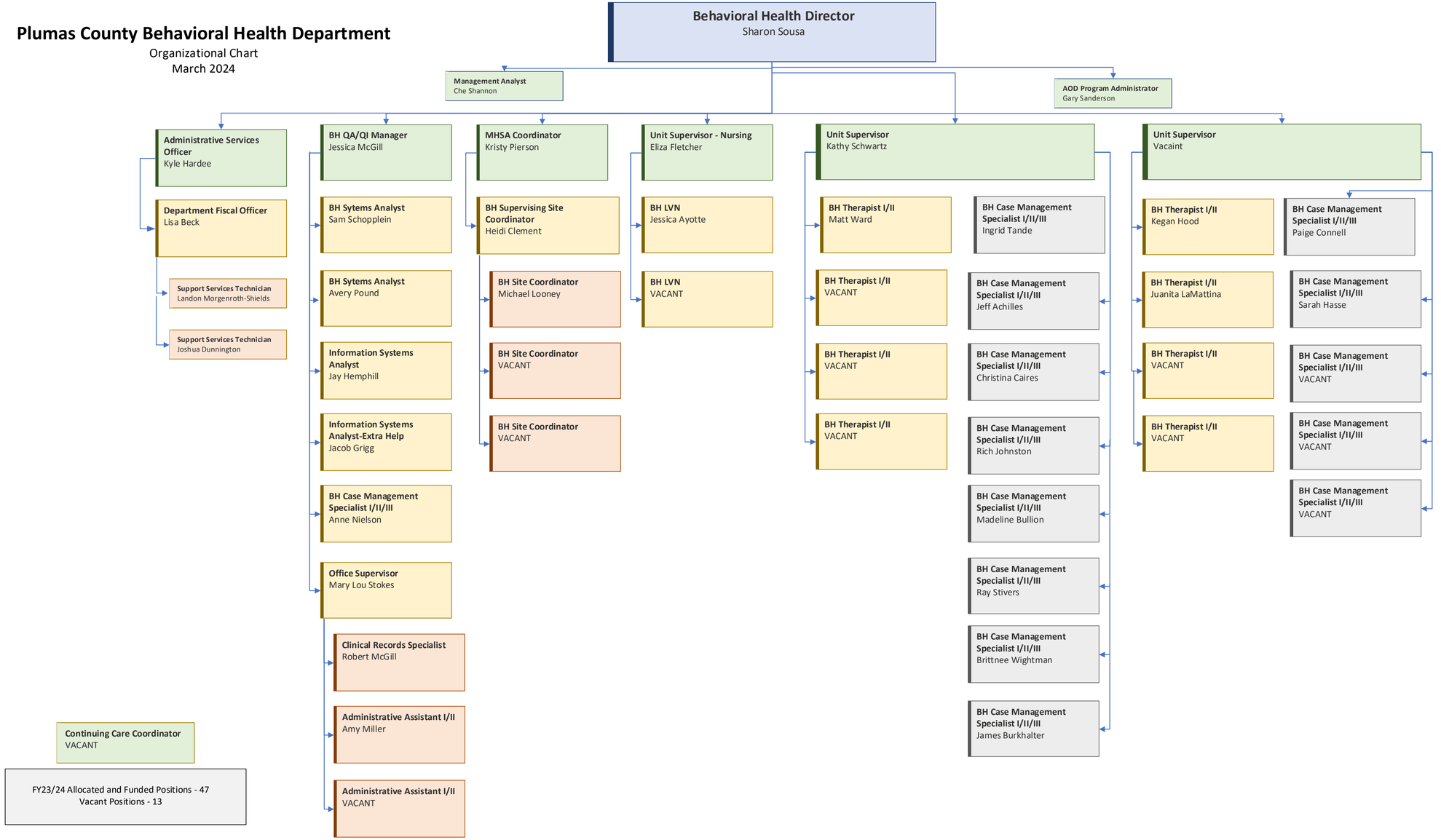
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No General Fund monies support is required.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. Some reserves have been used in the past 3 budget years and financial reductions are currently a priority for sustainability.**

Plumas County Behavioral Health Department

Organizational Chart
March 2024



PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and RSH, Inc., dba Curran Tire Center Company for tire repair services as needed.; effective April 1, 2024; not to exceed $27,000.00; (No General Fund Impact) 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 ratify and sign a service agreement with RSH, Inc., dba Curran Tire Center Company in the amount of Twenty-Seven Thousand Dollars and 00/100 ($27,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to repair and maintain the tires on its maintenance fleet. The Department is seeking a new contract with this vendor to continue said maintenance of its fleet.

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

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

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and RSH, Inc., dba Curran Tire Center Company for tire repair services as needed.; retroactive to April 1, 2024; not to exceed Twenty-Seven Thousand Dollars and 00/100 ($27,000.00); No General Fund Impact; Contract has been reviewed and approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund. Funded via contract.

Attachments:

1. Services Agreement- RSH dba Curran Tire Center

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 **RSH, Inc.,** a California Corporation dba Curran Tire Center (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-Seven Thousand Dollars and No/100 ($27,000.00)**.

3. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2027; unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

RSH, Inc., dba Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: Chris Curran

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Plumas Tire Supply, a California Corporation

By:_____
Name: Chris Curran
Title: Chief Executive Officer
Date signed:

By:_____
Name: Taylor Curran
Title: Secretary
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 of the Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Provide the following automotive repair services on an as-needed basis upon the request of the County:

a. Flat tire repairs

b. Tire dismount and mount – outside, spare, or drop off

c. Giant tire truck calls (unit/empl.)

d. Powder coat

e. Recaps

f. Tire tubes

g. Wheel spin balance

h. Tire siping

i. Disposal of giant/tractor tires

j. Rein-truck reinforced repair

k. Drill and studding services

All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. All prices for parts and labor shall be at or below Contractor's standard rates for such services.

2. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs not authorized in advance by the County. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time, the Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to the County and obtain County's authorization prior to continuing repairs.

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
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Authorization for the Department of Public Works to recruit and fill Extra-Help Summer workers throughout its maintenance districts in excess of 29 hours per week; funded via Road budget.**

Recommendation:
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to recruit and fill extra-help summer workers for all of its maintenance districts working in excess of 29 hours per week.

Background and Discussion:
Every year, the Public Works Department seeks for extra-help employees to work during the summer months to help with projects across all of its maintenance districts, the maintenance shop, and the administration building, in the County.

The Department is requesting to recruit and fill these positions for the summer months of calendar year 2024.

Funding for these positions is allocated in the FY23/24 Public Works budget as approved by the Board of Supervisors on September 19, 2023.

Action:

Authorization for the Department of Public Works to recruit and fill Extra-Help Summer workers throughout its maintenance districts in excess of 29 hours per week.

Fiscal Impact:

No impact to General Fund. Funded via Road Budget.

Attachments:
None

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Amendment to Board of Supervisors approval on March 12, 2024, for a refund to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit revised to $258.00.**

Recommendation:
Request Board of Supervisors approval for a refund in the amount of $258.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

Background and Discussion:
On March 24, 2023, a Special Use Permit application was submitted to the Planning Department by Indian Valley Butchers, LLC (Jared and Megan Morris), to permit the processing and retail meat product sales on the property located at 628, 630, and 632 Crescent Street, Greenville, which has a primary zoning of C-2 (Periphery Commercial). Upon receipt, the Application was reviewed by Planning staff and provided to various departments and agencies for a 30-day review. The 30-day review period closed on May 26, 2023, and the application was determined to be incomplete due to additional information being requested by the California Department of Transportation (Caltrans). Planning staff provided a letter to the applicant on June 5, 2023, concerning the additional information being requested from Caltrans. After the applicant had discussions with Caltrans and Planning staff, Indian Valley Butchers, LLC, sent an email (Attachment 1) on January 20, 2024, to Planning staff withdrawing the Application. As the Application has been withdrawn, a partial refund of the filing fee is possible. On March 12, 2024, the Board of Supervisors approved a refund in the amount of $524.00; however, this amount did not take into account that the Environment Health Department, Public Works Department, and Engineering Department spent time reviewing the project. The refund amount should have been calculated as the filing fee less the amount for Planning staff's review of the Application, in addition to Environmental Health, Public Works, and Engineering. Planning staff's review is calculated at the "Planner's hourly rate" of $101.00 per hour for the seven (7) hours of Planning staff's review and processing of the application as set forth on the Planning Department's Fee Schedule (Attachment 1) and an Environmental Health flat rate of $95.00, Public Works flat rate of $134.00, and Engineering flat rate of $37.00 (Attachment 1). Therefore, with a filing fee of $1,231.00 less $973.00 for departmental review and processing of the application, if the Board approves, Indian Valley Butchers, LLC, would be entitled to a refund in the amount of $258.00.

Action:

Request Board of Supervisors approval for a refund in the amount of $258.00 to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit.

Fiscal Impact:

A reduction in Planning Department FY23/24 general fund revenue of $258.00

Attachments:
1. Item 2F.1 Back Up

Evans, Tim

From: Megan Morris <memc33@yahoo.com>
Sent: Saturday, January 20, 2024 10:33 AM
To: Ferguson, Tracey; Evans, Tim
Subject: Withdraw Special Use Permit Application

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Indian Valley Butchers would like to withdraw their application for a Special Use Permit for 632 Crescent St, Greenville. We have decided not to pursue the purchase of this property due to the prohibitive cost of Cal Trans drainage requirements.

Thank you for all of your assistance, it is much appreciated!

Jared and Megan Morris

PLANNING & BUILDING SERVICES
FEE SCHEDULE

Resolution No. 07-7417 effective December 1, 2007
(Environmental Health Dept. Fees Effective 1/1/20)
(Public Works Fees Effective 10/7/18)
(Engineering Fees Effective 10/7/18)

Make check payable to PLANNING & BUILDING SERVICES
Fees are non-refundable

Note: All Planning Dept. fees include Engineering, Environmental Health & Public Works fees where applicable.

AGENDA REQUEST (per year)	$31.00
AMENDMENT (Reconsideration of approved application)	1/2 of current fee plus $25.00 + 1/2 of current fee (Public Works) + 1/2 of current fee (Engineering)
APPEAL	$770.00
CAMPGROUND	$799.00
CERTIFICATE OF COMPLIANCE (per resultant parcel)	$1,009.00
CODE AMENDMENT	$926.00
COMPACT DISC PRODUCTION (With Planning Information)	$15.00
DEVELOPMENT AGREEMENT	$3,186.00 + $1,000 deposit billed at $77.54/hr. (Public Works) + $1,000 deposit billed at $75.57/hr. (Engineering)
DEVELOPMENT AGREEMENT AMENDMENT	$1,672.00 + $1,000 deposit billed at $77.54/hr. (Public Works) + $1,000 deposit billed at $75.57/hr. (Engineering)
EIR (Prepared by Consultant) ***(You will also be responsible for a 2023 Fish & Wildlife filing fee of $3,839.25)***	$6,873.00 + 5.41% of EIR cost paid by developer
EIR (Prepared by Planning Dept.) ***(You will also be responsible for a 2023 Fish & Wildlife filing fee of $3,839.25)***	$3,442.00 + $89.00 per hour
EXTENSION OF TIME (to record a final map)	$386.00
FLOOD PLAIN DETERMINATION	$25.00
GENERAL PLAN AMENDMENT / ZONE CHANGE	$1,663.00
HYDRO-ELECTRIC PROJECT	$3,121.00 + $1,000 deposit billed at $77.54/hr. (Public Works) + $1,000 deposit billed at $75.57/hr. (Engineering)
INCOMPLETE APPLICATION	$101.00
LOT LINE ADJUSTMENT	$1,131.00 + $62/lot
MINE INSPECTION	$274.00 + $25.00 per acre
MODIFICATION OF RECORDED MAP ***by Amendment of Recorded Map***	$1,233.00 + $50.00 per map
MODIFICATION OF RECORDED MAP ***by Certificate of Correction***	$1,082 + $50.00 per map
MODIFICATION OF DEVELOPMENT STANDARDS	$1,509.00 + $25.00 per lot

NEGATIVE DECLARATION (Prepared by County) ***(You will also be responsible for a 2023 Fish & Wildlife filing fee of $2,764.00)***	$2,788 + $101 per hour
NEGATIVE DECLARATION (Prepared by Consultant) ***(You will also be responsible for a 2023 Fish & Wildlife filing fee of $2,764.00)***	$5,066.00 + 5.41% of the Negative Declaration cost paid to the consultant
OWNER INITIATED MERGER	$202.00
PERMIT TO MINE / RECLAMATION - FEDERAL	$2,989.00 + $202.00 per acre
PERMIT TO MINE / RECLAMATION - PRIVATE	$2,989.00 + $202.00 per acre
PLANNER'S HOURLY RATE (Consultations longer than 15 min.)	$101.00
PLANNED DEVELOPMENT PERMIT (Without Tentative Map)	$2,148.00 + $125.00 per lot
PLANNED DEVELOPMENT PERMIT (With Tentative Map)	$1,571.00
RECONSIDERATION OF APPROVED APPLICATION	1/2 Current Fee + $25.00
RECONSIDERATION OF TENTATIVE MAP	1/2 Current Fee + $25.00
REQUEST FOR NOTICE OF APPLICATION	$294.00 per year
REVERSION TO ACREAGE	$689.00
SIGN PERMIT	$101.00
SITE DEVELOPMENT PERMIT	$1,327.00
SPECIAL USE PERMIT (4-H or FFA)	$0.00 (no fee)
SPECIAL USE PERMIT	$1,231.00
SPECIAL USE PERMIT – AMENDMENT	$688.00
TECHNICAL REPORT REVIEW ***(Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies, and Geotechnical Reports)***	$1,000 deposit billed at $77.54/hr. (Public Works) $500 deposit billed at $75.57/hr. (Engineering)
TENTATIVE MAP	$2,010.00 + $413.00 per lot
VARIANCE	$1,167.00
WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE	$592.00
FARMLAND SECURITY ZONE FROM WILLIAMSON ACT CONTRACT	$390.00
ZONE CHANGE	$1,325.00

County of Plumas - Building/Planning Department
Planning Application/Code Violation - Fees Calculation Work Sheet

Application/Case#: 23-00014 P Date Printed: 03/25/2024

Type of Work: SPECIAL USE PERMIT

Owner's Name: INDIAN VALLEY BUTCHERS, LLC
Address: P.O. BOX 214
TAYLORSVILLE, CA 95983
Phone#: 282-1221

Fee	Description	Amount	Env.Fee	Quantity	Total
140.0	SPECIAL USE PERMIT	$965.00	$95.00	1.00	$1,060.00
140.2	SPECIAL USE PERMIT- PUBLIC WORKS	$134.00	$0.00	1.00	$134.00
140.3	SPECIAL USE PERMIT (ENG)	$37.00	$0.00	1.00	$37.00

Total Fee: $1,231.00

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Human Resources Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I, II, III; due to resignation (No General Fund Impact) in FY23/24 budget.**

Recommendation:

Approve and authorize Human Resources Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I, II, III; due to resignation (No General Fund Impact) in FY23/24 budget.

Background and Discussion:

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Action:

Approve and authorize Human Resources Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I, II, III; due to resignation (No General Fund Impact) in FY23/24 budget.

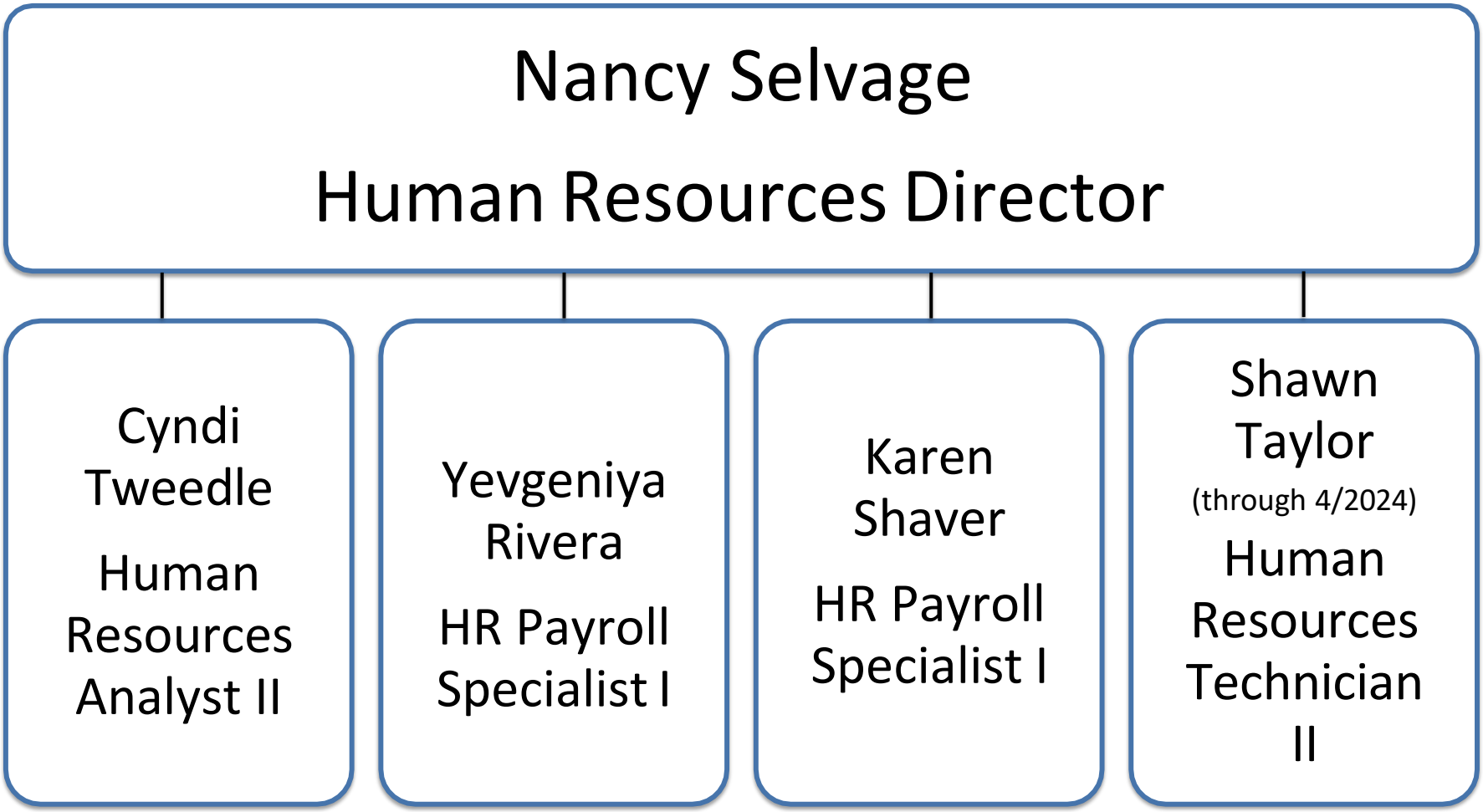
Fiscal Impact:

No General Fund Impact; Budgeted in FY 23/24 HR Budget.

Attachments:

1. Org Chart
2. Job Descriptions
3. Recruit and Fill HR Tech

Human Resources Org Chart
as of 3/26/2024



HUMAN RESOURCES TECHNICIAN I

DEFINITION

Under supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resources program and benefit plans; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Human Resource Technician Series, which performs complex and technical Human Resource assignments.

REPORTS TO

Human Resource Analyst

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HUMAN RESOURCES TECHNICIAN I - 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment.
- Prepares job announcements and places advertisements for job openings in appropriate publications.
- Prepares application packages.
- Responds to questions and inquires from applicants as to the status of their applications.
- Functions as the Proctor in the testing process of the recruitments.
- Sets pass points on test; maintains recruitment files.
- Reviews and processes personnel transactions.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation, assists employees, and performs duties related to employment benefits, Worker's Compensation, disability and unemployment insurance programs.
- May conduct a variety of telephone and mail surveys.
- Prepares survey replies.
- Compiles, organizes, and reviews data for special projects, and reports.
- Has responsibility for Workers Compensation claims, tracking injuries, payments and troubleshoots as the need arises.
- Serves as receptionist for the Human Resources Department, answering inquires and providing information.
- Organizes and maintains human resource information systems.
- Issues and tracks identification badges.
- Operates computers and office equipment.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

HUMAN RESOURCES TECHNICIAN I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for wordprocessing, recordkeeping, and administrative functions.
- Deal professionally and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

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

Two (2) years of responsible office and administrative support experience in a local government personnel or administrative office.

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

HUMAN RESOURCES TECHNICIAN II

DEFINITION

Under general supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resource program and benefit plans; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Journey Level position in the Human Resource Technician series which performs complex and technical human resource assignments with only general supervision.

REPORTS TO

Human Resources Analyst

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HUMAN RESOURCES TECHNICIAN II - 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrating of the human resource policies and maintaining compliance with MOU's.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquires.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

HUMAN RESOURCES TECHNICIAN II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

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

Two (2) years of experience comparable to a Human Resources Technician I with Plumas County.

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

HUMAN RESOURCES TECHNICIAN III

DEFINITION

Under direction, to perform a variety of the more complex assignments related to Human Resources operations, activities, functions and services of Plumas County.

DISTINGUISHING CHARACTERISTICS

This is an experienced level classification for the performance of a broad range of complex Human Resources assignments. Responsibilities include working with the payroll function and data processing for developing and maintaining the human resources and related functions in the County.

REPORTS TO

Human Resources Analyst

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction to Human Resources Technician I, II positions.

HUMAN RESOURCES TECHNICIAN III – 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrative of the human resource policies and maintaining compliance with MOU's.
- Assist with affirmative action activities and EEOC reports.
- Assist with grievances and layoffs.
- Organizes and reviews data for special projects and reports.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquires.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

HUMAN RESOURCES TECHNICIAN III– 3

KNOWLEDGE OF

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's Personnel programs.
- Research and information gathering techniques.
- County hiring procedures, including procedures used by the California Interagency Merit Systems.
- Personnel administration principles, practices, methods, and techniques.
- Establishment and Maintenance of filing and informational retrieval systems Employee benefits.
- Computers and software applications related to administrative support work.
- Human Resources functions and procedures, including recruitment, selection, classification, compensation, and equal employment opportunity.

ABILITY TO

- Perform difficult and complex human resources work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws and policies.
- Coordinate County Human Resources functions.
- Use a computer and appropriate software for word processing, record keeping, and administrative functions.
- Analyze and evaluate a variety of information, researching and gathering appropriate data to resolve problems.
- Prepare a variety of reports.
- Effectively present ideas and recommendations orally and in writing.
- Deal tactfully and courteously with County staff, outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

TRAINING AND EXPERIENCE

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

Four (4) years of experience comparable to a Human Resources Technician II with Plumas County.

SPECIAL REQUIREMENTS

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

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

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

FROM: **Debra Lucero, Acting Human Resources Director/ County Administrative**

MEETING DATE: **April 9th, 2024**

SUBJECT: **Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; due to resignation; effective April 9th, 2024; (General Fund Impact) as approved in (FY23/24) budget.**

Recommendation:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III (General Fund Impact) as approved in FY23/24 budget.

Background and Discussion:

The Human Resources Technician is often the first point of contact for employees and/or the public in HR. Responsibilities of the HR Technician include but are not limited to recruitment, arranging for applicant testing as needed, new hire orientation, etc.

Action:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; (General Fund Impact) as approved in FY23/24 budget.

Fiscal Impact:

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

Attachments:

1. CRITICAL STAFFING QUESTIONNAIRE - HR Technician 12-2023
2. Human Resources Technician I
3. Human Resources Technician II
4. Human Resources Technician III
5. Human Resources Org Chart 12-2023.

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Request for Employee # 101629 to work more than 29 hours per week, pursuant to Resolution No. 14-7975; effective April 2, 2024, to allow for adequate department coverage while Human Resources recruits and fills their Human Resources Technician I/II/III.**

Recommendation:

Request for Employee # 101629 to work more than 29 hours per week, pursuant to Resolution No. 14-7975; effective April 2, 2024, to allow for adequate department coverage while Human Resources recruits and fills their Human Resources Technician I/II/III.

Background and Discussion:

Board of Supervisors Resolution No. 14-7975 provides the county department heads shall obtain the approval of the Board of Supervisors prior to permitting any part-time employee to work an excess of twenty-nine, (29), hours per week.

The current Human Resources Technician has resigned her position effective March 29, 2024. Leaving the short-staffed Human Resources department without someone to continue processing recruitments, applications, certification lists, new hire orientations, and an intermediary between Human Resources staff and the public. The Acting Human Resources Director requests authorization from the Board of Supervisors to allow the extra-help Human Resources Technician to work as needed until Human Resources can fill the allocated position of Human Resources Technician I/II/III.

Action:

Request for Employee # 101629 to work more than 29 hours per week, pursuant to Resolution No. 14-7975; effective April 2, 2024, to allow for adequate department coverage while Human Resources recruits and fills their Human Resources Technician I/II/III.

Fiscal Impact:

General Fund Impact, as budgeted in FY 23/24.

Attachments:

1. Request for Extra-Help Tech

DEPARTMENT OF HUMAN RESOURCES

1446 E. Main St., Quincy, California 95971
(530) 283-6444 Main Line; (530) 283-6160 Fax
Email: Humanresources@countyofplumas.com

Debra Lucero
Acting Human
Resources

Memorandum

DATE: **March 26, 2024**

TO: **Honorable Board of Supervisors**

FROM: **Debra Lucero**

RE: **Agenda Item for the Meeting of April 2, 2024**

RECOMMENDATION:

Pursuant to Resolution No. 14-7975, Authorize the Acting Human Resources Director to allow an extra-help Human Resources Technician to exceed the 29-hour work week, effective immediately to allow for adequate department coverage while Human Resources recruits and fills for their Human Resources Technician I/II/III.

BACKGROUND & DISCUSSION:

Board of Supervisors Resolution No. 14-7975 provides the county department heads shall obtain the approval of the Board of Supervisors prior to permitting any part-time employee to work an excess of twenty-nine, (29), hours per week.

The current Human Resources Technician has resigned her position effective March 29, 2024. Leaving the short-staffed Human Resources department without someone to continue processing recruitments, applications, certification lists, new hire orientations, and an intermediary between Human Resources staff and the public. The Acting Human Resources Director requests authorization from the Board of Supervisors to allow the extra-help Human Resources Technician to work as needed until Human Resources can fill the allocated position of Human Resources Technician I/II/III.

PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Beckwourth CSA to pay Plumas Sanitation a non-contract invoice in the amount of $3,540 for pumping the wet well to prevent over-flow due to pumping failure. No General Fund Impact; funded by sewer fees paid for by BCSA residents; discussion and possible action**

Recommendation:

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Plumas Sanitation totaling $3,540 without a contract and to ratify all approved work performed to date.

Background and Discussion:

On March 12, 2024 after 5PM, the Beckwourth CSA operator found the new chopper pump was not working and the effluent level was very high. The operator attempted to start the pump in manual mode but was not successful. The operator also was not able to start the backup pump. Plumas Sanitation was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation pumped the wet well twice on March 13th before the chopper pump was reactivated.

It was determined that an internal circuit breaker was continually tripping due to the amperage setting being too low. It's not clear why this breaker did not trip in the 3.5 months of initial operation, but we believe the power outages in the preceding days were a factor in the breaker issue. The breaker has been set at the appropriate amperage after consulting the manufacturer, to prevent tripping unnecessarily in the future.

The pump station is functioning properly, and the breaker problem has been resolved.

Action:

Approve and authorize Beckwourth CSA to pay Plumas Sanitation a non-contract invoice in the amount of $3,540 for pumping the wet well to prevent over-flow due to pumping failure. No General Fund Impact; discussion and possible action.

Fiscal Impact:

No impact to General Fund. Funded via sewer fees paid by BCSA residents.

Attachments:

1. Plumas Sanitation Invoice March 2024

Plumas Sanitation, Inc.
CA License #958997
73762 Industrial Dr.
Portola, CA 96122
Phone (530) 832-0370
Fax (530) 832-0373

RECEIVED
MAR 21 2024

Invoice

Number: 22413
Date: 15-Mar-2024
P.O. Number:
Job Description:
Order Num: 22413
Serviced 13-Mar-2024

BILL TO: 15
Plumas County Department of Public Works
1834 East Main St
Quincy, CA 95971

JOB SITE
Jared
Beckwourth Lift Station
Beckwourth, CA 96129

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 2 Loads - 7000gal total	$3,500.00	No	$3,500.00
2	Fuel Surcharge	$20.00	No	$40.00

Taxable Amount	Tax Rate	Tax	Description
$0.00	0	$0.00	

Subtotal NonTaxed:	$3,540.00
Subtotal Taxable:	$0.00
Subtotal Tax:	$0.00
Please Pay:	**$3,540.00**

Payment Terms	Payment	Adjustment	Late Charge
Net 30	$0.00	$0.00	$0.00

Backing up

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From:
Plumas County Department of Public Works
1834 East Main St
Quincy, CA 95971

Please detach here and return the bottom portion with your payment.

Order No.	Invoice No.	Date	Amount Due
22413	22413	15-Mar-2024	**$3,540.00**

To:

Plumas Sanitation, Inc.
CA License #958997
73762 Industrial Dr.
Portola, CA 96122

PLUMAS COUNTY
WALKER RANCH COMMUNITY SERVICE DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Vestra Resources, Inc.; effective March 1, 2024; not to exceed $12,743.50; No General Fund Impact; funded via fees paid for by WRCSD residents; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Walker Ranch Community Services District staff respectfully recommends that the WRCSD Governing Board authorize the Chair of the Board of Supervisors to execute the Professional Services Agreement for State Water Board Reporting and Effluent Evaluation with Vestra Resources Inc. not to exceed $12,743.50.

Background and Discussion:
Walker Ranch CSD had previously executed a professional services agreement with Vestra Resources Inc. for yearly reporting to the State Water Board on sampling wells related to the community leach field, to report any possible contamination of the water wells.

Two years ago the State Water Board notified Walker Ranch CSD that new test wells would need to be installed related to the water quality monitoring. There are several reasons for not drilling new wells, which would also be very expensive. Vestra staff met with the Water Board and pointed out why new wells are not the answer and proposed an effluent evaluation program as an alternative to drilling new test wells. The State Water Board agreed and Vestra submitted a proposal for the effluent evaluation scope of work in addition to the yearly Water Board Reporting scope.

The attached agreement for professional services has been approved as to form by County Counsel. The consultant's total compensation shall not exceed $12,743.50 during the three-year term.

The source of funding for this contract is the budget of the Walker Ranch CSD and does not involve Plumas County general funds.

Action:

Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Vestra Resources, Inc.; effective March 1, 2024; not to exceed $12,743.50; No General Fund Impac); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to the General Fund. Funded via fees paid by WRCSD residents.

Attachments:
1. 24-131 WRCSD VESTRA Signed FINAL

**PROFESSIONAL SERVICES AGREEMENT
FOR PROVIDING ASSISTANCE AND SUPPORT TO
WALKER RANCH COMMUNITY SERVICES DISTRICT
FOR
STATE WATER BOARD REPORTING
& EFFLUENT EVALUATION**

This Agreement is made by and between **WALKER RANCH COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California, ("WRCSD"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant" or "Contractor").

The parties agree as follows:

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

2. Compensation. WRCSD shall pay Consultant for services provided to WRCSD pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by WRCSD to Consultant under this Agreement shall not exceed Twelve Thousand Seven Hundred Forty-Three and 50/100 Dollars ($12,743.50).

3. Term. The term of this agreement shall be from March 1, 2024, through May 1, 2026, unless terminated earlier as provided herein. WRCSD's Governing Board hereby ratifies, and approves for payment, services provided by Contractor from March 1, 2024, to the date of approval of this Agreement by the Governing Board.

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 WRCSD 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 WRCSD shall have the option to either cancel this Agreement with no further liability incurring to the WRCSD, 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), WRCSD shall not be liable for, and Contractor shall defend and indemnify WRCSD and its officers, agents, employees, and volunteers (collectively "WRCSD 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 WRCSD Parties. Contractor shall have no obligation, however, to defend or indemnify WRCSD 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 WRCSD Parties. The obligations of this indemnity shall be for the full amount of all damage to WRCSD, 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 WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") 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 WRCSD, 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 WRCSD, 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 WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, 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 WRCSD before the WRCSD'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 WRCSD in writing, Contractor shall furnish a certificate of insurance satisfactory to WRCSD 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 WRCSD. WRCSD 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 WRCSD 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 WRCSD 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 WRCSD, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, WRCSD. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in WRCSD. It is understood by both Contractor and WRCSD 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 and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. 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 WRCSD. WRCSD 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 WRCSD without restriction, and holds themselves out to as available to perform the same type of work. WRCSD 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 WRCSD, 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 WRCSD.

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 WRCSD 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 WRCSD, the WRCSD 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.

WRCSD:
John Mannle, P.E., Manager
Walker Ranch Community Services District
1834 East Main Street
Quincy, CA 95971
Fax: (530) 283-6323 Tel: (530) 283-6268

Contractor:
Jason Antognini, Geologist
Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 95002
Tel: (530) 223-2585
Fax: (530) 223-1145

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 WRCSD 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 WRCSD. 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 WRCSD, 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 WRCSD or as part of any audit of the WRCSD 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 WRCSD or to the State Auditor upon the request of either the State Auditor or the WRCSD.

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:

Vestra Resources, Inc.

By:_____
Name: Wendy Johnston
Title: Vice President
Date signed:

By:_____
Name: Kimberly Wilkes
Title: Chief Financial Officer
Date signed:

WALKER RANCH CSD:

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 of Supervisors
Date signed:

Approved as to form:

Craig Settlemire
Counsel

Exhibit "A"

SCOPE OF WORK
ANNUAL REPORTING
WALKER RANCH WWTF
PLUMAS COUNTY, CALIFORNIA

INTRODUCTION

The Walker Ranch Community Services District (CSD) operates the Bailey Creek Wastewater Treatment and Disposal Facility (WWTF) near Lake Almanor, Plumas County, California. The facility handles domestic wastewater from residences within the Walker Ranch development along the eastern shore of Lake Almanor. Wastewater is treated using recirculating sand filters prior to being pumped to a series of septic tanks. The contents of the septic tanks are pumped to a series of leachfields via effluent dosing pumps. The discharge from the WWTF is permitted under General Order 2014-0153-DWQ-R5210 and a notice of applicability (NOA) dated August 15, 2016. In part, this order requires the submittal of annual monitoring reports due on March 1 of the year following the reporting year. These reports must meet the requirements specified in the Monitoring and Reporting Program (MRP) and the NOA which include, but are not limited to, the following:

- Tabular and graphical summaries of all monitoring data collected during the year.
- An evaluation of the performance of the wastewater treatment facility, including discussion of capacity issues, nuisance conditions, system problems, and a forecast of the flows anticipated in the next year.
- A flow rate evaluation as described in Provision E.2.c of the General Order.
- A discussion of compliance and the corrective action taken, as well as any planned or proposed actions needed to bring the discharge into compliance the NOA and/or the General Order.
- A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program.
- The name and contact information for the wastewater operator responsible for operation, maintenance, and system monitoring.

In addition to the above requirements, as stated in an email dated February 13, 2020, the RWQCB has requested that the quarterly groundwater monitoring results for the WWTF include groundwater gradient calculations, groundwater contour maps, and statistical analysis of monitoring constituents.

This Scope covers the tasks involved in the preparation and submittal of the annual monitoring report. It assumes that the CSD will provide the monitoring data necessary for inclusion in the report.

This Scope of Work is itemized by each set of tasks associated with the proposed work. The Scope and Cost Estimate covers three years of annual reporting to include the 2023 Annual Report.

Task 1 Annual Reporting

This task includes the preparation and submittal of an annual monitoring report for the next three calendar years: 2023 Annual Report, 2024 Annual Report, and 2025 Annual Report. The reports address the above requirements and be submitted on behalf of the CSD to the RWQCB. The annual reports will

also include statistical analysis and tabular presentation of groundwater monitoring data. Groundwater contour maps and gradient calculations for each quarterly groundwater monitoring event are submitted with the respective annual reports. If fewer than three monitoring wells contain water during a monitoring episode, groundwater contours cannot be generated. Instead, a narrative description of groundwater elevations will be included in the report.

Task 2 Regulatory Support

Costs under this task include regulatory interaction and correspondence that is not directly related to annual report preparation. This includes emails, phone calls, and meetings with RWQCB staff that may be needed to keep the facility in compliance with the General Order and NOA.

Task 3 Project Management

Project management is invoiced at 10 percent of total cost and includes agency coordination and day-to-day activities associated with the project.

Exhibit "B"
SCOPE OF WORK
ANNUAL REPORTING
WALKER RANCH
WWTF
PLUMAS COUNTY, CALIFORNIA

The estimated cost for work included is summarized in Table 1.

Table 1
ESTIMATED COSTS

Task No.	Description	Estimated Cost
1	Annual Reporting (2023-2025)	$8,275.00
2	Regulatory Support	$3,310.00
3	Project Management	$1,158.50
Total Estimated Cost		**$12,743.50**

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Work will be performed on a time-and-materials basis at the rates shown in Exhibit "C."

Exhibit "C"

2024 VESTRA RATE SCHEDULE

VESTRA

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	$85.00 - $95.00
Environmental Scientist	$95.00 - $120.00
Regulatory Compliance Specialist	$90.00 - $120.00
Environmental GIS Analyst	$90.00 - $120.00
Environmental GIS Specialist	$125.00 - $155.00
Associate Geologist	$95.00 - $120.00
Associate Hydrologist	$95.00 - $120.00
Regulatory Biologist	$85.00 - $110.00
Senior Biologist	$120.00 - $150.00
Senior Environmental Scientist	$100.00 - $150.00
Senior Regulatory Compliance Specialist	$120.00 - $180.00
Professional Geologist	$120.00 - $170.00
Professional Hydrologist	$140.00 - $190.00
Project Manager	$140.00 - $190.00
Senior Project Manager	$165.00 - $190.00
Senior Consultant	$165.00 - $190.00
Principal Consultant	$165.00 - $190.00
Engineering Services	
Engineering Technician	$55.00 - $100.00
Associate Engineer	$90.00 - $120.00
Professional Land Surveyor	$140.00 - $160.00
Senior Engineer	$145.00 - $190.00
Survey Crew	$190.00 - $230.00
GPS Survey	$190.00
Administration	
Admin Clerk/ Document Production Technician	$40.00 - $65.00
Admin Supervisor I/ Document Production Supervisor	$75.00 - $90.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	$1.00/copy
Small Format Color Printer – Black & White	$0.50/copy
Small Format Black & White Printer	$0.15/copy
Per Diem/Travel Expenses*	
Vehicle Mileage*	$0.67 - $0.77

Travel Expenses: Billed as direct reimbursement plus 15% or the Federal Per Deim rate as required by contract.

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

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

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Adopt RESOLUTION to approve and accept grant agreement number 23-10974 awarded by the California Department of Public Health in the amount of $870,320.00 beginning on April 1, 2024, and ending on March 31, 2029, and authorize the Director of Public Health Agency to sign; (No General Fund Impact) approved as to form by County Counsel; Roll call vote**

Recommendation:
The Director of Public Health Agency respectfully recommends that the Board of Supervisors adopt a **RESOLUTION** to approve and accept grant agreement number 23-10974 awarded by the California Department of Public Health in the amount of $870,320.00 beginning on April 1, 2024, and ending on March 31, 2029, and authorize the Director of Public Health Agency to sign.

Background and Discussion:
The California Department of Public Health, Center of Infectious Diseases, Office of Aids, awarded funds to the County of Plumas for the Ryan White HIV/AIDS Program, known in California as the HIV Care Program.

The goals of the HIV Care Program are to minimize new HIV infections, maximize the number of people with HIV who access appropriate care, treatment, and support, and reduce HIV/AIDS-related health disparities.

The California Department of Public Health shall award this Grant Agreement to and for the benefit of the County of Plumas; the purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low-income people living with HIV throughout California.

The maximum amount payable under this Grant Agreement shall not exceed the amount of $870,320.00.

The term of the Grant shall begin on April 1, 2024, and terminates on March 31, 2029.

Action:

Adopt **RESOLUTION** to approve and accept grant agreement number 23-10974 awarded by the California Department of Public Health in the amount of $870,320.00 beginning on April 1, 2024, and ending on March 31, 2029, and authorize the Director of Public Health Agency to sign.

Fiscal Impact:

(No General Fund Impact)

Attachments:
1. 24-148 Resolution FINAL
2. 24-148 Grant agreement

RESOLUTION NO. 24-_____

RESOLUTION TO APPROVE AND ACCEPT GRANT AGREEMENT NUMBER 23-10974 AWARDED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF $870,320.00 BEGINNING ON APRIL 1, 2024, AND ENDING ON MARCH 31, 2029, AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN

WHEREAS, the California Department of Public Health (Department) has the authority to grant funds for the HIV Care Program (Project) under the Health and Safety Code, Section 131085;

WHEREAS, the Department shall award this Grant Agreement to and for the benefit of the Grantee, County of Plumas; the purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low-income people living with HIV in Plumas, Lassen, Modoc, Sierra, and Siskiyou counties, California;

WHEREAS, Plumas County Public Health Agency (PCPHA) will provide an HIV Care Program and ensure the provision of HIV Care Services;

WHEREAS, PCPHA will provide anonymous and confidential HIV Counseling and Testing services to individuals with perceived risk for HIV;

WHEREAS, PCPHA will provide HIV/AIDS Case Surveillance activities to identify ongoing patterns of infection and to measure the burden of disease.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors, County of Plumas, State of California as follows:

> Approve and accept Grant Agreement Number 23-10974 from the California Department of Public Health, in the amount of $870,320.00 beginning April 1, 2024, ending March 31, 2029; and authorize the Director of Public Health to sign the Grant Agreement and all future amendments to said Agreement Number 23-10974.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____ 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

California Ryan White HIV/AIDS Program (Part B)

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Plumas, hereinafter "Grantee"

Implementing the "HIV Care Program"," hereinafter "Project"

GRANT AGREEMENT NUMBER 23-10974

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low-income people living with HIV throughout California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $870,320.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on April 1, 2024 and terminates on March 31, 2029. No funds may be requested or invoiced for services performed or costs incurred after March 31, 2029.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**County of Plumas**
Sean Abucay, Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 882-7239 Email: sean.abucay@cdph.ca.gov	Nicole Reinert, Director 270 County Hospital Road STE 206 Quincy, CA 95971 Telephone: (530) 283-6358 Email: nicolereinert@countyofplumas.com

Direct all inquiries to the following representatives:

California Department of Public Health	County of Plumas
Patsy Bittle, Care Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Email: patricia.bittle@cdph.ca.gov	Nicole Reinert, Director 270 County Hospital Road STE 206 Quincy, CA 95971 Telephone: (530) 283-6990 Email: nicolereinert@countyofplumas.com

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Plumas Attention: Diane Goni 270 County Hospital Road STE 206 Quincy, CA 95971 Telephone: (530) 283-6338 Email: dianegoni@countyofplumas.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

EXHIBIT A LETTER OF AWARD
EXHIBIT AI LIST OF ALLOCATIONS
EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C STANDARD GRANT CONDITIONS*
EXHIBIT D ADDITIONAL PROVISIONS
EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIRMENTS
EXHIBIT F FEDERAL TERMS AND CONDITIONS
EXHIBIT G CONTRACTOR'S RELEASE

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:_____

_____
Nicole Reinert, Director
County of Plumas
270 County Hospital Road STE 206
Quincy, CA 95971

Date: _____

_____
Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Approved as to form:
Craig Settlemire
Counsel

Exhibit A
Letter of Award

January 17, 2024

Nicole Reinert
County of Plumas
270 County Hospital Road, STE 206
Quincy, CA 95971

Dear Nicole,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to County of Plumas for the Ryan White HIV/AIDS Program (Part B) (RWHAP) – known in California as the HIV Care Program (HCP).

The goals of HCP are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, and support, and (3) to reduce HIV/AIDS-related health disparities. CDPH/OA utilizes federal Health Resources Services Administration funds to provide support for HIV/AIDS services in local communities (FAIN X0712778, UEI KD2JSY6LNMW7, CFDA 93.917). As the State recipient for RWHAP, CDPH/OA allocates those funds for the administration of the HCP through grants with local health departments and community-based organizations to provide medical and support services to low-income people living with HIV.

These funds will be available to County of Plumas on a yearly basis from April 1, 2024 – March 31, 2029. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is $870,320 for the purpose of serving persons living with HIV in Plumas, Lassen, Modoc, Sierra, and Siskiyou Counties.

	Annual Amount for Years 1 to 5	**Total Amount for Years 1 to 5**
HIV Care Program	$174,064	$870,320
Emerging Communities	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statutes enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. 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 Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under RWHAP Part B. Additional expectations and requirementsare detailed in the Scope of Work, which is posted online (http://www.cdph.ca.gov/programs/cid/doa/pages/oa_care_program.aspx). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by February 19, 2024. The documents should be e-mailed to your assigned program advisor.

If you have any questions, please feel free to contact me at sean.abucay@cdph.ca.gov

Sincerely,

Sean Abucay

Sean Abucay, Chief
Care Program Section

Exhibit AI

List of Allocations

Grant Numbers	Subrecipient	HIV Care Program (Base) (Year 1-5)	Emerging Communities (Year 1-5)	Housing Plus Project* (Year 1 Only)	Annual Allocation (Year 1)	Annual Allocation (Years 2-5)	Total Allocation for 5-year Grant
23-10954	Access Support Network (San Luis Obispo)	$ 129,619	$ -	$ -	$ 129,619	$ 129,619	$ 648,095
23-10955	Alameda	$ 1,224,465	$ -	$ -	$ 1,224,465	$ 1,224,465	$ 6,122,325
23-10956	Ampla Health (Colusa, Sutter, Yuba)	$ 206,788	$ -	$ -	$ 206,788	$ 206,788	$ 1,033,940
23-10957	Butte, Glenn	$ 141,081	$ -	$ -	$ 141,081	$ 141,081	$ 705,405
23-10958	Community Care Management (Lake, Mendocino)	$ 108,004	$ -	$ -	$ 108,004	$ 108,004	$ 540,020
23-10959	Community Medical Center (Fresno)	$ 708,554	$ -	$ -	$ 708,554	$ 708,554	$ 3,542,770
23-10960	Contra Costa	$ 607,338	$ -	$ -	$ 607,338	$ 607,338	$ 3,036,690
23-10961	Humboldt, Del Norte	$ 187,948	$ -	$ -	$ 187,948	$ 187,948	$ 939,740
23-10962	Imperial	$ 155,756	$ -	$ -	$ 155,756	$ 155,756	$ 778,780
23-10963	John C. Fremont (Mariposa)	$ 41,450	$ -	$ -	$ 41,450	$ 41,450	$ 207,250
23-10964	Kern	$ 428,215	$ 191,494	$ 425,000	$ 1,044,709	$ 619,709	$ 3,523,545
23-10965	Kings	$ 71,965	$ -	$ -	$ 71,965	$ 71,965	$ 359,825
23-10966	Long Beach	$ 1,114,281	$ -	$ -	$ 1,114,281	$ 1,114,281	$ 5,571,405
23-10967	Los Angeles	$ 5,864,007	$ -	$ -	$ 5,864,007	$ 5,864,007	$ 29,320,035
23-10968	Madera	$ 102,638	$ -	$ -	$ 102,638	$ 102,638	$ 513,190
23-10969	Marin	$ 175,879	$ -	$ -	$ 175,879	$ 175,879	$ 879,395
23-10970	Merced	$ 117,370	$ -	$ -	$ 117,370	$ 117,370	$ 586,850
23-10971	Monterey, San Benito	$ 300,256	$ -	$ -	$ 300,256	$ 300,256	$ 1,501,280
23-10972	Nevada	$ 52,327	$ -	$ -	$ 52,327	$ 52,327	$ 261,635
23-10973	Orange	$ 1,985,122	$ -	$ -	$ 1,985,122	$ 1,985,122	$ 9,925,610
23-10974	Plumas, Lassen, Modoc, Sierra, Siskiyou	$ 174,064	$ -	$ -	$ 174,064	$ 174,064	$ 870,320
23-10975	Queen of the Valley (Napa)	$ 87,320	$ -	$ -	$ 87,320	$ 87,320	$ 436,600
23-10976	Riverside	$ 1,012,530	$ -	$ -	$ 1,012,530	$ 1,012,530	$ 5,062,650
23-10977	Sacramento, El Dorado, Placer, Yolo	$ 1,321,115	$ -	$ -	$ 1,321,115	$ 1,321,115	$ 6,605,575
23-10978	San Bernardino	$ 665,286	$ -	$ -	$ 665,286	$ 665,286	$ 3,326,430
23-10979	San Diego	$ 2,322,859	$ -	$ -	$ 2,322,859	$ 2,322,859	$ 11,614,295
23-10980	San Francisco	$ 3,149,750	$ -	$ -	$ 3,149,750	$ 3,149,750	$ 15,748,750
23-10981	San Joaquin	$ 429,420	$ -	$ 425,000	$ 854,420	$ 429,420	$ 2,572,100
23-10982	San Mateo	$ 373,976	$ -	$ -	$ 373,976	$ 373,976	$ 1,869,880
23-10983	Santa Barbara	$ 230,226	$ -	$ -	$ 230,226	$ 230,226	$ 1,151,130
23-10984	Santa Clara	$ 764,925	$ -	$ 425,000	$ 1,189,925	$ 764,925	$ 4,249,625
23-10985	Santa Cruz	$ 221,336	$ -	$ -	$ 221,336	$ 221,336	$ 1,106,680
23-10986	Santa Rosa CHC (Sonoma)	$ 372,060	$ -	$ -	$ 372,060	$ 372,060	$ 1,860,300
23-10987	Shasta CHC (Shasta, Tehama, Trinity)	$ 242,639	$ -	$ -	$ 242,639	$ 242,639	$ 1,213,195
23-10777	Sierra HOPE (Alpine, Amador, Calaveras, Inyo, Mono, Tuolumne)	$ 184,908	$ -	$ -	$ 184,908	$ 184,908	$ 924,540
23-10988	Solano	$ 107,690	$ -	$ -	$ 107,690	$ 107,690	$ 538,450
23-10989	Stanislaus	$ 218,144	$ -	$ -	$ 218,144	$ 218,144	$ 1,090,720
23-10990	Tulare	$ 190,870	$ -	$ -	$ 190,870	$ 190,870	$ 954,350
23-10991	Ventura	$ 495,459	$ -	$ -	$ 495,459	$ 495,459	$ 2,477,295
	TOTAL	**$ 26,287,640**	**$ 191,494**	**$ 1,275,000 ***	**$ 27,754,134**	**$ 26,479,134**	**$ 133,670,670**

*** These funds will be reallocated for years 2-5**

These funds from the Ryan White HIV/AIDS Program (Part B) Grant the California Department of Public Health receives from the Health Resources and Services Administration. The grant number X07HA12778.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the California Department of Public Health, Office of AIDS (OA) agrees to reimburse the Subrecipient for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall be entered and submitted electronically into HIV Care Connect (HCC) for OA's review and approval, or as otherwise specified.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Scope of Work under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costsand/or costs categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Subrecipient to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed $870,320.00

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Invoices

A. An invoice shall be submitted for payment no more than forty-five (45) calendar days following the end of each quarterly service period or thirty (30) calendar days following each monthly service period. The quarterly invoicing deadlines are as follows:

Quarter	Invoice Due Date
Quarter 1 (April 1st – June 30th)	August 15th
Quarter 2 (July 1st – September 30th)	November 15th
Quarter 3 (October 1st – December 31st)	February 15th
Quarter 4 (January 1st – March 31st)	May 15th Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.

B. If invoice is not submitted by the deadline, and extension may be offered for a **maximum** of fourteen (14) calendar days. **No extensions may be granted for the Q4 invoice.** If the invoice is not submitted after the two-week extension, current quarterly/monthly expenditures shall be combined in the next invoice submission, but this may cause significant delays in reimbursement for all invoices for the current fiscal year. Q4 invoice (including any charges from previous quarters) has a hard deadline of May 15th.

6. Grant Closure

A. Upon the expiration or termination date of this Grant:

1) A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following this date. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

2) A final list of all paid invoices and a completed Contractor Release Form (CDPH 2532) must be emailed to the HCP_Invoices@cdph.ca.gov with the Final Invoice.

B. The State may, at its discretion, choose not to honor any delinquent final invoice.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this 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/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

Exhibit E
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit E
Information Privacy and Security Requirements

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise

Exhibit E
Information Privacy and Security Requirements

specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;

4. a description of the probable and proximate causes of the breach or security incident; and

Exhibit E
Information Privacy and Security Requirements

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit E
Information Privacy and Security Requirements

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit E
Information Privacy and Security Requirements

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit E
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. ***Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

Exhibit E
Information Privacy and Security Requirements

publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. ***System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

~~K~~. ***Intrusion Detection***. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. ***System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall

conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. ***Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. ***CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. ***Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. ***Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. ***Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. ***Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997377, MS 7700
Sacramento, CA 95899

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency	7. Federal Program Name/Description:
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 23-10974 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Plumas

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Adopt RESOLUTION to approve contract for services agreement number 05579-AR67832 between Public Health Institute and Plumas County Public Health Agency in the amount of $40,000.00 and authorize the Director of Public Health to sign; (No General Fund Impact) approved as to form by County Counsel. Roll call vote**

Recommendation:

The Director of Public Health Agency respectfully recommends that the Board of Supervisors adopt a **RESOLUTION** to approve contract for services agreement number 05579-AR67832 between Public Health Institute and Plumas County Public Health Agency in the amount of $40,000.00 and authorize the Director of Public Health to sign; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Plumas County Public Health Agency desires to implement the Overdose Prevention Coalition deliverables and the following activities:

Activity 1. Translate data into action.
Activity 2. Expand medication-assisted treatment (MAT) access.
Activity 3. Develop and adopt local opioid policies and procedures.
Activity 5. Increase access to care and services for high-risk populations.
Activity 7. Increase access to naloxone.

The maximum amount payable under this Fixed Price/Deliverables Services Agreement shall not exceed the amount of $40,000.00; for Services from September 1, 2023, through June 30, 2024.

Action:

Adopt **RESOLUTION** to approve a contract for services agreement number 05579-AR67832 between Public Health Institute and Plumas County Public Health Agency in the amount of $40,000.00 and authorize the Director of Public Health to sign.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. 24-115 resolution FINAL
2. 24-115 FINAL

RESOLUTION NO. 24-_____

RESOLUTION TO APPROVE CONTRACT FOR SERVICES AGREEMENT NUMBER 05579-AR67832 BETWEEN PUBLIC HEALTH INSTITUTE AND PLUMAS COUNTY PUBLIC HEALTH AGENCY IN THE AMOUNT OF $40,000.00 AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN.

WHEREAS, Public Health Institute (PHI) and Plumas County Public Health Agency (PCPHA) entered into this Fixed Price/Deliverables Services Agreement Number 05579-AR67832; and

WHEREAS, PCPHA desires to implement the Overdose Prevention Coalition and the required activities; and

WHEREAS, funding is being made available through a grant from the California Department of Health Care Services (DHCS) to the PHI. Funding for this project is contingent upon authorization and approval from DHCS.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors, County of Plumas, State of California as follows:

> Approve Contract Services Agreement Number 05579-AR67832 between PHI and PCPHA in the amount of $40,000.00 for Services from September 1, 2023, through June 30, 2024, and authorize the Director of Public Health Agency to sign the Contract Services Agreement and all future Amendments to said Contract Services Agreement Number 05579-AR67832.

NOW, THEREFOR, BE IT FURTHER RESOLVED that this Board of Supervisors hereby ratifies Agreement Number 05579-AR67832 effective September 1, 2023.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the _____day of _____ 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

CONTRACT FOR SERVICES AGREEMENT

1. This Contract for Services Agreement is entered into between Public Health Institute ("PHI"), as identified in 1 (a), and the Outside Party ("Contractor") identified in 2 (a) named below:		
1 (a). **PUBLIC HEALTH INSTITUTE** 555 12th Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500		1(b). PHI's AUTHORIZED REPRESENTATIVE Ariel Isaacson, Senior Director, Office of Research & Agreement Administration
1(c). PHI's PROGRAM REPRESENTATIVE PHI Center for Health Leadership & Impact PCHLI Karya Lustig* Tel: 510-285-9107 Email: klustig@healthleadership.org *Contact for Scope of Work related questions	1(d). PHI's ADMINISTRATIVE REPRESENTATIVE Kimberlee Yates kyates@phi.org	1(e). PHI's INVOICES AND PAYMENT CONTACT Any questions, please contact: Nilo Ventura, Program Administrator nventura@healthleadership.org
2 (a). PLUMAS COUNTY PUBLIC HEALTH AGENCY 270 County Hospital Rd, Suite 206 Quincy, CA 95971		2 (b). PLUMAS COUNTY PUBLIC HEALTH AGENCY AUTHORIZED REPRESENTATIVE Nicole Reinert, Public Health Director, Public Health 270 County Hospital Rd, Suite 206 Quincy, CA 95971 Email: NicoleReinert@countyofplumas.com Tel: 530-2836990
3. AGREEMENT NUMBER: 05579-AR67832		
4. PAYMENT TYPE: Fixed Price/Deliverables		
5. TERM OF THIS CONTRACT FOR SERVICES AGREEMENT: September 1, 2023 through June 30, 2024		
6. MAXIMUM AMOUNT: $40,000.00		
7. PHI and PLUMAS COUNTY PUBLIC HEALTH AGENCY hereby enter into this Fixed Price/Deliverables Agreement in accordance with the hereto attached Terms and Conditions and hereto attached Exhibits, which together are all incorporated as a single Agreement.		
AUTHORIZED SIGNATORY **PUBLIC HEALTH INSTITUTE**		**AUTHORIZED SIGNATORY** **PLUMAS COUNTY PUBLIC HEALTH AGENCY**
(Signature) (Date)		(Signature) (Date)
Ariel Issacson		[Print Name]
Senior Director, Office of Research & Agreement Administration		[Title]

Approved as to form:
Craig Settlemire
Counsel

CONTRACT FOR SERVICES AGREEMENT
TERMS AND CONDITIONS

1. **PERIOD OF PERFORMANCE**: The period of performance for work to be performed in accordance with this Contract for Services will start on September 1, 2023 and end on June 30, 2024, unless otherwise amended per the terms of this Contract for Services.

2. **SCOPE OF WORK**: Contractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).

3. **TOTAL AMOUNT**: This Contract for Services is for up to the fixed price amount of $40,000.00 to be paid in accordance with Exhibit B (Payment Schedule).

4. **BUDGET CONTINGENCY**: It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or canceled by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.

5. **USE OF FUNDS**: This Contract for Services will be used in accordance with the Contractor's approved budget outlined in Exhibit B. Contractor will obtain prior written approval of PHI to make material changes in program objectives, implementation strategy, key personnel, or timetable. Requests will be made in writing.

6. **PAYMENT AND INVOICING**

   A. PAYMENT: Contractor will invoice PHI for services rendered in accordance with Exhibit A and according to Exhibit B. Subject to any Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B. All costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP) used by the Financial Accounting Standards Board (FASB).

   Upon approval by the PHI's Program Representative of the Contractor's invoices, PHI will pay Contractor, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately thirty (30) days to allow time for processing by the PHI program and PHI's Accounts Payable.

   B. INVOICING: In order to be paid, all invoices shall include the following information:

      1. Indicate the "Public Health Institute" name as shown on the Agreement;
      2. Include the PHI Agreement Number;
      3. Identify the billing and/or performance period covered by the invoice and provide a description of deliverables completed and payment amount for those deliverables for the same period;
      4. Provide Contractor invoice contact, telephone number and/or email address;
      5. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B; and

CONTRACT FOR SERVICES AGREEMENT

6. Be certified in ink, by an electronically scanned copy of a signature, or by verifiable electronic signature (e.g., DocuSign, Adobe, etc.) by the Contractor's Authorized Representative (or designee).

7. A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the Contractor Authorized Representative for costs incurred, with the following statement: "I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project." This certified document may be transmitted electronically to the PHI Invoices and Payment Contact.

8. Contractor shall submit the final invoice to PHI, no later than thirty (30) calendar days after the end date of the Agreement. PHI will have no obligation to pay Contractor for invoices submitted more than thirty (30) calendar days after the date of expiration of the end date, or Budget Period if applicable, for this Agreement.

9. Invoices must be submitted directly to the PHI Invoices and Payment Contact listed on page 1.

7. RECORD RETENTION: Contractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53 and in accordance with 45 CFR §75.361. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.

8. COPYRIGHT: Any work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that the Contractor creates or helps create in performing services under this Agreement will be, and are hereby assigned to PHI as its sole and exclusive property. Accordingly, Contractor will assign to PHI all right, title, and interest worldwide in the work product; hereby grant to PHI an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to PHI; and hereby waive enforcement against PHI of any rights in the work product that cannot be assigned or licensed to PHI. Contractor will assist, and will ensure that Contractor's employees, agents, and Contractor's assist PHI in obtaining and enforcing these rights in the work product.

9. RIGHTS IN DATA: PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subrecipient in the direct performance of this Subaward agreement for educational and research purposes only and the funding agency shall have the rights set forth in 45 CFR § 75.322.

10. INDEPENDENT CONTRACTOR: Contractor is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Contractor agrees that it is ineligible for PHI employee benefits and is exclusively responsible for income tax payments, social security, and any and all employment benefits, including but not limited to unemployment insurance and worker's compensation insurance.

CONTRACT FOR SERVICES AGREEMENT

11. **CONFIDENTIALITY**: Contractor will hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Contractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked "Confidential" and will be sent to Contractor's Authorized Representative. If not marked, information shall be considered "Confidential Information" if a person knowledgeable in the relevant field would conclude from the nature of the information and the circumstances of disclosure that it is the confidential or proprietary property of PHI. Confidential Information shall also include any portions thereof contained in analyses, complications, studies, notes and other material prepared by or in the possession or control of Contractor as is specified in this definition. Contractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.

12. **PUBLICATIONS:** Contractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Contractor will not issue press releases or any public announcements without prior approval and will send to PHI copies of all papers, manuscripts and other materials produced that are related to this grant. Contractor will incorporate the requirements of this clause in all lower tier Agreements.

13. **INDEMNIFICATION**: Each party will indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Contractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional or willful misconduct, grossly negligent act, or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

14. **INSURANCE AND LICENSES**: Contractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Contractor's domicile, and all other appropriate governmental agencies. Contractor's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this Agreement and may constitute grounds for PHI's termination. Contractor will provide PHI with a copy of insurance upon request.

15. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, lost goodwill, lost profits, lost business, or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

16. **NON-DISCRIMINATION:** As applicable to this agreement, Contractor shall comply with:

    A. Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment

CONTRACT FOR SERVICES AGREEMENT

Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

C. 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Contractor shall incorporate the requirements of this clause in all nonexempt lower tier agreements.

17. **INCORPORATION BY REFERENCE**: All provisions of the Prime Award that are applicable to this Contractor are hereby incorporated by reference in Exhibit C (PHI's Prime Award Terms & Conditions) and Exhibit D(f) (Special Terms & Conditions) and Contractor will comply with them in all respects. Contractor expressly waives any right to further notification or explanation of prime award provisions. If any of the Prime Award provisions directly and irreconcilably conflict with any other provisions of this Contract for Services, the Prime Award will take precedence. Contractor will incorporate the requirements of this section into lower-tier agreements.

18. **FEDERAL RESEARCH PROVISIONS:**

A. MISCONDUCT IN SCIENCE: Contractor certifies that it has established administrative policies relating to misconduct in science that comply with 42 CFR Part 93 and further certifies that it will comply with those policies and the requirements of the regulations.

B. RIGHTS TO INVENTION: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C. CONFLICT OF INTEREST: Contractor certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Contractor shall report any financial conflict of interest to PHI's Administrative Representative. Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Agreement and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3). Contractor shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Contractor shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was

identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B)(1)-(9).

D. PROTECTION OF HUMAN SUBJECTS: Contractor certifies that it will comply with the applicable requirements of 45 CFR Part 46, including filing all required assurances and certifications.

E. HUMAN SUBJECTS EDUCATION: Contractor certifies that all key personnel who are involved in the design and conduct of research involving human subjects under this consortium agreement have completed the HHS computer-based training in the protection of human research participants (https://www.hhs.gov/ohrp/education-and-outreach/human-research-protection-training/index.html) or a comparable program, and Contractor agrees to provide documentation thereof to PHI.

19. **CLEAN AIR AND WATER**: Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251 et seq.). Violations will be reported to HHS and the appropriate Environmental Protection Agency Regional Office.

20. **LOBBYING**: If this Agreement exceeds $100,000, or Contractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Contractor will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Contractor will incorporate the requirements of this clause in all nonexempt lower tier agreements and require Contractor to certify and disclose to it, and forward their disclosures to PHI.

21. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**: Contractor shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 (“Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”) and 2 CFR § 200.216 (“Prohibition on certain telecommunications and video surveillance services or equipment”), as applicable.

22. **TRAFFICKING IN PERSONS**: This Agreement is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Contractor must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of Contractor or individuals defined as “employees” of Contractor. The details of Contractor's obligations regarding prohibited conduct related to trafficking in persons can be found in 22 USC 7104 and FAR 52.222-50, as applicable, which are incorporated by reference. Contractor must inform PHI immediately of any information Contractor receives from any source alleging a violation of a prohibited conduct outlined in this award term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Agreement. Contractor shall incorporate the requirements of this clause in all lower tier agreements.

CONTRACT FOR SERVICES AGREEMENT

23. **DEBARMENT CERTIFICATION**: Contractor certifies by signing this Agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. Contractor certifies that it is not listed as debarred or suspended in www.sam.gov. Contractor will incorporate the requirements of this section in all non-exempt lower tier agreements. Contractor will notify PHI should its status herein change. Contractor will query www.sam.gov for all non-exempt lower tier covered transactions.

24. **EXECUTIVE ORDER:** Contractor is required to comply with the Governor of California's Executive Order N-6-22 (found at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Contractor shall incorporate the contents of this clause into each lower tier transaction.

25. **PROHIBITION ON THE USE OF GENERATIVE AI**: Contractor will not, without the prior written consent of the PHI authorized signatory, use any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (“Generative AI”), including, but not limited to, Chat GPT, Google BARD, etc., directly or indirectly in the performance of this Agreement or in the creation of, or otherwise incorporated into, any Work under this Agreement. Consistent with this requirement, Contractor is specifically prohibited from using Generative AI to analyze, process, or store any information proprietary to the PHI without prior written consent. Contractor represents and warrants that all reports, deliverables and any other information provided under this Agreement will be the result of Contractor's independent, original efforts without any unapproved Generative AI assistance, and will not incorporate, or be based upon, any output or contribution generated by Contractor or to the knowledge of Contractor, in whole or in part, through use of Generative AI.

26. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS**: Contractor will require its subcontractors, suppliers, employees, consultants, and agents to comply with all applicable provisions of this Agreement.

27. **TERMINATION**: PHI may suspend or terminate this agreement at any time by giving written notice of suspension or termination to Contractor if the prime award is suspended or terminated in whole or in relevant part. If Contractor materially fails to comply with, or materially breaches, any of the terms and conditions of this agreement, PHI may provide written notice of the breach and Contractor shall have ten (10) business days within which to remedy the breach. If Contractor fails to remedy the breach within such period, the Agreement automatically shall terminate upon the expiration of the ten (10) day cure period. Either party may terminate this agreement without cause upon thirty (30) days written notice to the other party. If Contractor sends or receives a notice of suspension or termination, Contractor will cancel as many outstanding obligations as possible, and will provide a full accounting of all non-cancellable

obligations for PHI's review and approval. On the date of suspension or termination, Contractor will stop work and Contractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime award, PHI will pay Contractor for costs incurred prior to the date of suspension or termination, including all approved un-cancellable obligations.

28. STANDARD TERMS AND CONDITIONS

A. **REPRESENTATIONS:** Contractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.

B. **EXCUSABLE DELAY:** If Contractor is delayed in the performance of its obligations by reason of power failure, acts of government, or acts of God, or other reasons or causes beyond Contractor's reasonable control, Contractor provides prompt notice to PHI of the nature and circumstances of the delay, and if agreed to in writing by the Parties, performance may be, at PHI's sole discretion, excused for the period of delay and the Agreement may be extended for a period equivalent to the delay.

C. **INTERFERING CONDITIONS:** Contractor will promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve Contractor of any responsibilities hereunder.

D. **WHISTLEBLOWER:** Contractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. The Contractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. The Contractor will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.

E. **COMPLIANCE WITH LAW:** Contractor will comply with all relevant state and federal statutes and regulations.

F. **GOVERNING LAW:** The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.

G. **SEVERABILITY:** If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.

H. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

I. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.

CONTRACT FOR SERVICES AGREEMENT

J. **TRADEMARKS**: Neither party will use the name, trade name, trademark or other designation of the other party or its affiliates in connection with any products, promotion or advertising without the prior written permission of the other party.

K. **WARRANTY**: PHI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright or trademark or other rights.

L. **NON-ASSIGNMENT**: This Agreement is not assignable by Contractor without the prior written consent of PHI Authorized Representative.

M. **SURVIVAL OF OBLIGATIONS**: Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the parties.

N. **NOTICES**: Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Contractor's Authorized Representative named on the cover page of this agreement.

O. **ENTIRE AGREEMENT**: This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

P. **AUTHORIZATION**: Contractor represents and warrants that they are fully authorized and empowered to enter into this agreement and that the performance of the obligations under this agreement will not violate any agreement between Contractor and any other person, firm, or organization.

CONTRACT FOR SERVICES AGREEMENT

EXHIBIT A
SCOPE OF WORK

Overdose Prevention Coalition Deliverables:

1. Develop a workplan and corresponding budget
2. Attend monthly COPN learning group calls
3. Submit mid-point and final progress reports
4. Complete workplan activities aligned with activities outlined below:

Activity 1. Translate data into action
Activity 2. Expand medication-assisted treatment (MAT) access
Activity 3. Develop and adopt local opioid policies and procedures
Activity 4. Promote public education and awareness
Activity 5. Increase access to care and services for high-risk populations
Activity 6. Promote harm reduction services
Activity 7. Increase access to naloxone
Activity 9. Implement drug prevention activities

CONTRACT FOR SERVICES AGREEMENT

EXHIBIT B
PAYMENT SCHEDULE

Funding is being made available through a grant from the California Department of Health Care Services (DHCS) to the Public Health Institute (PHI). Funding for this project is contingent upon authorization and approval from DHCS. Payment will be split into four equal payments made over the course of the project period.

Contractor will be paid the total fixed price amount of $40,000 as follows:

Amount	**Deliverables**	**Estimated Payment Date**
$10,000.00	Coalition invoice #1 due upon completion of Deliverable 1 - workplan and budget.	January 2024
$10,000.00	Coalition invoice #2 due last Friday of January for submission of progress report covering satisfactory progress towards workplan deliverables 1-9 and participation in Coalition learning group calls.	February 2024
$10,000.00	Coalition invoice #3 due last Friday of April for submission of progress report covering satisfactory progress towards workplan deliverables 1-9 and participation in Coalition learning group calls.	May 2024
$10,000.00	Coalition invoice #4 due last Friday of June for submission of final progress report covering completion of workplan deliverables 1-9 and participation in Coalition learning group calls.	July 2024
$40,000.00	TOTAL	

EXHIBIT C
FEDERAL TERMS & CONDITIONS
See Attached

EXHIBIT D(f)
SPECIAL TERMS & CONDITIONS
See Attached

EXHIBIT C
FEDERAL TERMS & CONDITIONS

Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Federal Requirements

The Contactor will comply with the following Federal laws:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended.
B. Age Discrimination Act of 1975 (45 CFR Part 90).
C. Section 1557 of the Affordable Care Act.
D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
    a. California Government Code Section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
E. Section 504 of the Rehabilitation Act of 1973.
F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
G. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
H. Byrd Anti-Lobbying Amendment (31 USC 1352).
    a. The Contractor will certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor will also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
    a. The Contractor will comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Exhibit D(F)
Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	20. Debarment and Suspension Certification
2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
3. Procurement Rules	22. Drug Free Workplace Act of 1988
4. Equipment Ownership / Inventory / Disposition	23. Covenant Against Contingent Fees
5. Subcontract Requirements	24. Payment Withholds
6. Income Restrictions	25. Performance Evaluation
7. Audit and Record Retention	26. Officials Not to Benefit
8. Site Inspection	27. Four-Digit Date Compliance
9. Federal Contract Funds	28. Prohibited Use of State Funds for Software
10. Termination	29. Use of Disabled Veteran's Business Enterprises (DVBE)
11. Intellectual Property Rights	30. Use of Small, Minority Owned and Women's Businesses
12. Air or Water Pollution Requirements	31. Alien Ineligibility Certification
13. Prior Approval of Training Seminars, Workshops or Conferences	32. Union Organizing
14. Confidentiality of Information	33. Contract Uniformity (Fringe Benefit Allowability)
15. Documents, Publications, and Written Reports	34. Suspension or Stop Work Notification
16. Dispute Resolution Process	35. Public Communications
17. Financial and Compliance Audit Requirements	36. Compliance with Statutes and Regulations
18. Human Subjects Use Requirements	37. Lobbying Restrictions and Disclosure Certification
19. Novation Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for

nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract

Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this

Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment

and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or

conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property

damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services

exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section10115.10.

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must

supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper

by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes,

developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS’ Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party’s license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS’ exclusive rights in the Intellectual Property, and in assuring DHCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS’ Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective

date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

   The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

   (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

   (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

   (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

   (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue

no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

23. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

24. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

25. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

28. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

29. Use of Disabled Veteran’s Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code Section 999 et seq. in that should award of this contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Military and Veterans Code section 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

(1) A written explanation of the reason for the DVBE substitution.

(2) A written description of the business enterprise that will be substituted, including its DVBE certification status.

(3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; Public Contract Code (PCC) §10115.10, or PCC §4110 (applies to public works only).

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), al of the following: .

(1) The total amount the prime contractor received under the agreement;

(2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

(3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;;

(4) That all payments under the Contract have been made to the DVBE(s); and

(5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military & Veterans Code, including, but not limited to, the requirements of Section 999.5(d). (PCC§ 10230.)

30. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

(2) Director's and executive committee member's fees.

(3) Incentive awards and/or bonus incentive pay.

(4) Allowances for off-site pay.

(5) Location allowances.

(6) Hardship pay.

(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided

they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.

(2) Be determined in accordance with generally accepted accounting principles.

(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

37. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve a supplemental budget increase for the Public Health Agency budget unit 70566 for $55,024.00 because of receiving carryover funds unspent in FY22/23.**

Recommendation:
The Director of Public Health Agency respectfully recommends that the Board of Supervisors approve the attached supplemental budget for $55,024.00.

Background and Discussion:
Plumas County Public Health Agency receives funding each year from the California Department of Public Health, Emergency Preparedness Office, to improve local public health department preparedness and ability to respond to bioterrorism through the Hospital Preparedness Program. Unexpended grant funds are often rolled over to the next fiscal year. The County Auditor has approved the supplemental budget form.

Action:

Approve a supplemental budget increase for the Public Health Agency budget unity 70566 for $55,024.00 into accounts #51060, #52440, #542600.

Fiscal Impact:

(No General Fund Impact)

Attachments:
1. Supplemental Budget transfer 70566

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70566 Date 3/11/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70566	44141	St Aid Health Cat Program	55,024.00
			Total (must equal transfer to total)	55,024.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70566	51060	Overtime	2,582.00
0015	70566	524400	Special Department Expense	31,800.00
0015	70566	542600	Equipment	20,642.00
			Total (must equal transfer to total)	55,024.00

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED
MAR 11 2024
PLUMAS COUNTY
AUDITOR CONTROLLER

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

A) Carryover money from FY 2223 has been granted by funding agency

B) _____

C) Money must be used within 2324 FY

D) All of budget not expended in FY 2223, granting agency approved use of excess funding in 2324 FY

Approved by Department Signing Authority: DeLenca Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marlea Hoke

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

1) **HPP Budget**

2) Date:

3)	**Entity Name:**	**Plumas County**
4)	**FY 23-24 Allocation**	**$138,807**
	FY 22-23 Expanded Authority	**$55,024** *FY 22-23 Expanded Authority expires on June 30, 2024*
	Total Allocation:	**$193,831**
5)	**Indirect Cost based on:**	**Personnel**
6)	**Personnel Costs Rate:**	**15.0%**
	Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	$46,478.74	24%
Fringe	$26,702.15	14%
Operating Expenses	$25,900.00	13%
Equipment	$20,642.09	11%
In State Travel	$10,694.39	6%
Out of State Travel	$7,500.00	4%
Subcontracts	$29,036.40	15%
Other Costs	$15,900.00	8%
Total Direct	**$182,853.77**	94%
Total Indirect Cost	**$10,977.13**	
Total Budget	**$193,830.90**	
Balance	**$0.00**	

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve a supplemental budget increase for the Public Health Agency budget unit 70561 for $45,196.58 because of receiving carryover funds unspent in FY22/23.**

Recommendation:
The Director of Public Health Agency respectfully recommends that the Board of Supervisors approve the attached supplemental budget for $45,196.58.

Background and Discussion:
Plumas County Public Health Agency receives funding each year from the California Department of Public Health, Emergency Preparedness Office, to provide funding for public health and emergency preparedness goals and objectives. Unexpended grant funds are often rolled over to the next fiscal year. The County Auditor has approved the supplemental budget form.

Action:

Approve a supplemental budget increase for the Public Health Agency budget unit 70561 for $45,196.58 to the following accounts #51060, #524400, #521900, #527500, because of receiving carry over funds unspent in FY22/23.

Fiscal Impact:

(No General Fund Impact)

Attachments:
1. Supplemental Budget transfer 70561

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70561 Date 3/11/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70561	44141	St Aid Health Cat Program	45,196.58
			Total (must equal transfer to total)	45,196.58

☐ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70561	51060	Overtime	13,446.58
0015	70561	524400	Special Department Expense	11,850.00
0015	70561	521900	Professional Services	15,400.00
0015	70561	527500	Travel out of county	4,500.00
			Total (must equal transfer to total)	45,196.58

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED
MAR 11 2024
PLUMAS COUNTY
AUDITOR CONTROLLER

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

A) Carryover money from FY 2223 has been granted by funding agency

B)

C) Money must be used withing 2324 FY

D) All of budget not expended in FY 2223, granting agency approved use of excess funding in 2324 FY

Approved by Department Signing Authority: DeLena Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martin Mendez

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

1) | | 2) Date: | |

3)	**Entity Name:**	**Plumas County**
4)	**FY 23-24 Allocation**	**$119,472.00**
	FY 23-24 ABAHO Contribution/Receipt	
	FY 23-24 Lab Training/Assistance Allocation	
	FY 22-23 Expanded Authority	**$45,196.58** *FY 22-23 Expanded Authority expires on Jun*
	Total Allocation:	**$164,669**
5)	**Indirect Cost based on:**	**Personnel**
6)	**Personnel Costs Rate:**	**15.0%**
	Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	$49,395.67	30%
Fringe	$28,669.91	17%
Operating Expenses	$19,056.68	12%
Equipment	$5,000.00	3%
In State Travel	$14,156.48	9%
Out of State Travel	$7,500.00	5%
Subcontracts	$19,400.00	12%
Other Costs	$9,780.00	6%
Total Direct	**$152,958.75**	93%
Total Indirect Cost	**$11,709.84**	
Total Budget	**$164,668.58**	
Balance	($0.00)	

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lisa Beck**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Adopt RESOLUTION to authorize Behavioral Health Director to apply for and sign the Medicare Provider Application and submit any documentation related to become a Medicare provider; (No General Fund Impact) federally funded; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** to authorize Behavioral Health Director to apply for and sign the Medicare Provider Application and submit any documentation related to become a Medicare provider; (No General Fund Impact) federally funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The Center for Medicare and Medicaid Services Medi-CARE Provider application sets forth the conditions and requirements that Plumas County Behavioral Health must meet in order to be reimbursed for federal and state funds available pursuant to Title XVIII of the Social Security Act for covered services rendered to Medi-CARE beneficiaries.

Action:

Adopt **RESOLUTION** to authorize Behavioral Health Director to apply for and sign the Medicare Provider Application and submit any documentation related to become a Medicare provider; (No General Fund Impact) federally funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No impact to the General Fund. Costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. 24-067 Resolution FINAL
2. 24-067 Letter for BOS

RESOLUTION NO. 24-

RESOLUTION TO AUTHORIZE THE BEHAVIORAL HEALTH DIRECTOR TO APPLY FOR AND SIGN THE MEDICARE PROVIDER APPLICATION AND SUBMIT ANY DOCUMENTATION RELATED TO BECOME A MEDICARE PROVIDER

WHEREAS, The Centers for Medicare and Medicaid Services Medi-CARE Provider application sets forth the conditions and requirements that Plumas County must meet in order to be reimbursed for federal and state funds available pursuant to Title XVIII of the Social Security Act for covered services rendered to Medi-CARE beneficiaries; and

WHEREAS, Plumas County Behavioral Health will make services available to Medi-CARE beneficiaries residing in Plumas County and the Provider application requires that a designee be authorized to apply for and sign the application; and

WHEREAS, the need to have Medicare services for Plumas County is critical to the safety and security of Plumas County residents and it is to the County's benefit to authorize the Plumas County Behavioral Health Director to take such actions as to benefit the residents in need of Medicare services.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Authorize the County Behavioral Health Director to apply for and electronically sign the application and any documents associated with the Medi-CARE Provider application and authorize the County Behavioral Health Director to sign any further documents pertaining to this agreement as the Board's designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____ _____
Chair, Plumas County Board of Supervisors

ATTEST:

_____
Clerk/Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971 (530) 283-6307 FAX (530) 283-6045

Sharon Sousa, LMFT, Director

February 2, 2024

Noridian Healthcare Solutions
Provider Enrollment
PO Box 6774
Fargo, ND 8108-6774

To Whom It May Concern:

In the best interest of being able to provide and be reimbursed for comprehensive specialty mental health services to our most underserved beneficiaries, Plumas County Behavioral Health is moving forward with the CMS Medi-CARE application.

Through the highest quality and strict oversight, we do not anticipate ever accruing an outstanding balance, but in the unfortunate event that occurs, the county of Plumas will assume any and all legal and financial responsibility for any outstanding balance owed to CMS.

_____

Chair, Board of Supervisors
Greg Hagwood

_____

Clerk, Board of Supervisors
Allen Hiskey

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Adopt RESOLUTION Authorizing the Sheriff to execute an agreement with the Department of Justice (DOJ); providing Live Scan - fingerprint services; (No General Fund Impact) approved as to form by County Counsel. Roll call vote**

Recommendation:
Adopt and ratify a **RESOLUTION** Authorizing the Sheriff to execute an agreement with the Department of Justice (DOJ) for Live Scan (fingerprint services) ; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Background and Discussion:
This agreement allows for the Sheriff's Office to submit fingerprints to the Department of Justice

Action:

Adopt and ratify a **RESOLUTION** Authorizing the Sheriff to execute an agreement with the Department of Justice (DOJ) for Live Scan (fingerprint services) ; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No general fund impact

Attachments:
1. 3520_001

RESOLUTION NO. _____

AUTHORIZING THE SHERIFF TO EXECUTE AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE (DOJ)

WHEREAS the Department of Justice (DOJ), upon the submission of fingerprints by the Plumas County Sheriff's Office (PCSO), has the ability to provide Criminal Offender Record Information (CORI);

WHEREAS the PCSO desires to enter into an agreement to receive CORI from the DOJ upon submission of fingerprints to the DOJ.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of this Board of Supervisors, to sign Agreement #PCSO00097 with the DOJ, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Board of Supervisors hereby ratifies Agreement #PCSO00097 effective January 1, 2024.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the _____ day of _____ by the following:

Ayes:

Noes:

Absent:

_____

Chair, Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
PCSO00097	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
COUNTY OF PLUMAS, a political subdivision of the State of California

CONTRACTOR NAME
DEPARTMENT OF JUSTICE (DOJ)

2. The term of this Agreement is:

START DATE
January 1, 2024

THROUGH END DATE
December 31, 2024

3. The maximum amount of this Agreement is:
$25,000.00 Twenty-Five Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit C *	General Terms and Conditions	
+			
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
DEPARTMENT OF JUSTICE (DOJ)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1300 I STREET, ROOM 810	SACRAMENTO	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
CHRIS RYAN	CHIEF, DIVISION OF OPERATIONS

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
COUNTY OF PLUMAS (PCSO)

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 E. MAIN STREET	QUINCY	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE
TODD JOHNS	SHERIFF

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:
   A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

   _X_ DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
   _X_ FBI CORI or a no record response for initial submissions (as applicable)
   _X_ Child Abuse Central Index (CACI – as applicable)
   _X_ Peace Officer Carry Concealed Weapon (CCW – as applicable)
   ___ Other – Custodian of Records (COR – as applicable)

   B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

2. The PCSO Responsibilities:
   A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

   B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCSO, any official or employee of the PCSO shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

   C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:
COUNTY OF PLUMAS (PCSO)
Livescan Account

Name: Roni Towery

Address: 1400 E. Main St.
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:
DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst

Address: P.O. Box 160608
Sacramento, CA 95816-0608

Phone: None

FAX: None

E-Mail: doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:
PCSO
Livescan Account

Name: Roni Towery

Address: 1400 E. Main St.
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:
DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst

Address: P.O. Box 160608
Sacramento, CA 95816-0608

Phone: None

FAX: None

E-Mail: doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B
Invoicing and Payment Provisions

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	$32	X	CORI submissions specific to the PCSO, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an **X**.
Federal Level Response	$17	X	
Federal Level Response (Volunteer)	$15		
California Child Abuse Index (CACI)	$15	X	
Trustline CACI	$15		
Adoption CACI	$15		
Peace Officer Carry Concealed Weapon (CCW)	$19	X	
Employment CCW	$22	X	
Private Patrol/Security Guard CCW	$38		
Standard CCW	$44	X	
Judge CCW	$66	X	
Reserve/Custodial Peace Officer CCW	$88	X	
Fingerprint Roller Certification	$25		
DOJ Fingerprint Rolling Fee	$10		
Record Review	$25		
DSS Fee	$10		
CS DSS Fee	$20		
Custodian of Records	$62		

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971
ronitowery@countyofplumas.com

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.

GIA-610

1. APPROVAL: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.

2. AUDIT: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

3. PAYMENT: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

4. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

5. SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

6. ADVANCE PAYMENT: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.

7. DISPUTES: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.

8. TIMELINESS: Time is of the essence in this Agreement.

9. NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST: In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

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

FROM: **Melodie Sylvia**

MEETING DATE: **April 2, 2024**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Cloudpermit, Inc.; effective 04/02/2024; not to exceed $76,000 over three years; (General Fund Impact) as approved in FY23/24 I.T. budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Cloudpermit, Inc.; effective 04/02/2024; not to exceed $76,000 over three years; (General Fund Impact) as approved in FY23/24 I.T. budget; approved as to form by County Counsel.

Background and Discussion:

CloudPermit provides agencies with online community development software for building, planning, and code enforcement.

Action:

Approve the agenda item.

Fiscal Impact:

This is budgeted in the FY23/24 I.T. budget, but we are hopeful that the solar EV grant can help pay for at least the first year including implementation costs.

Attachments:

1. 23-552 FINAL

Services
Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Information Technology (hereinafter referred to as "County"), and Cloudpermit, Inc. a Delaware corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with a 3-year term of services as set forth in Exhibit A and Exhibit C, attached hereto. Contractor is an online software that will provide the County with an online permit system with a hosted mapping service for the Building Department, Planning Department, and Code Enforcement. The platform will be integrated and available for both County employees (i.e., staff facing) and the public (i.e., applicant facing).

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 for Year 1 under this Agreement shall not exceed Twenty-Six Thousand Dollars ($26,000). The total amount paid by County to Contractor for Year 2 under this Agreement shall not exceed Twenty-Five Thousand Dollars ($25,000). The total amount paid by County to Contractor for Year 3 under this Agreement shall not exceed Twenty-Five Thousand Dollars ($25,000).

3. Term. The term of this Agreement shall be from April 2, 2024, through April 1, 2027, 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. Additionally, should the Agreement be terminated within 180 days from execution (no later than October 13, 2024), no further obligations under this Agreement will be incurred by either 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 and Exhibit C. 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. 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.

c. 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:

Information Technology County of Plumas
520 Main Street, Room 211
Quincy, CA 95971
Attention: Greg Ellingson

Contractor:

CloudPermit
11911 Freedom Drive, Ste. 720
Reston, VA 20190
Attention: Jake Wolff

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.

28. The attached Cloudpermit Software Service Agreement, Exhibit C, is incorporated herein for reference. Should there be a conflict between this County Services Agreement and the Cloudpermit Software Service Agreement, the County Services Agreement supersedes.

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

CONTRACTOR:

CloudPermit, a Corporation

By: _____
Name: Jarkko Turtiainen
Title: SVP North America
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A
SCOPE OF WORK

Description

Cloudpermit Data Import allows the Customer to import the Customer's existing legacy data (applications, permits, inspections, and attachments) into the Cloudpermit system.

The information in this document is subject to change without notice aligning with future releases.

Data Import Process

The data import process includes five (5) steps:

1. Exporting data from the Customer's existing system.
2. Adding the exported data into an Excel spreadsheet.
3. Reviewing the data in the spreadsheet.
4. Correcting possible errors in the spreadsheet.
5. Importing data into the Cloudpermit system.

Roles and responsibilities

1. *Exporting data from existing system:* Customer is responsible for exporting cleansed and normalized data from its existing system into a CSV file format.
   - Data Cleansing: the process of fixing incorrect, incomplete, duplicate or otherwise erroneous data in a data set.
   - Data Normalization: the process of organizing data entries so they appear similar across all fields and records, making it possible to find, group and analyse the information.
2. *Adding exported data into an Excel spreadsheet.* Customer adds the data into the Cloudpermit-provided Excel template. Customer is responsible that the data matches the Excel template's format.
3. *Reviewing data.* Cloudpermit does one round of reviewing the spreadsheet and provides information to Customer about possible errors in entry of the data to the Excel spreadsheet.
4. *Possible correction of errors*. Customer corrects possible errors and provides a cleansed Excel spreadsheet back to Cloudpermit.
5. *Import data into Cloudpermit system*. Cloudpermit and Customer imports the data from the spreadsheet into the Cloudpermit system.

After data has been successfully imported to Cloudpermit, the Customer can find and use the data in the Cloudpermit workspace section as if it would have been created in the Cloudpermit system.

Excel Spreadsheet and data requirements

In order for the content to operate properly within the Cloudpermit system, the exported data will need to be in certain required column and format. Cloudpermit provides an Excel template to Customers who are importing data. The examples below shows the required formatting for each import and field found within the Import Excel templates:

Workspace Import format requirements

Column	Field Name	Required Y/N	Field Type	Req. Formatting
B	Permit Number	YES	TEXT OR NUMBER	N/A
C	Location	YES	TEXT OR NUMBER	Match GIS Format
D	Municipality	NO	TEXT OR NUMBER	N/A
E	Roll Number/PIN	YES	TEXT OR NUMBER	Match GIS Format
F	Permit description	NO	TEXT OR NUMBER	N/A
G	Category	NO	TEXT OR NUMBER	Map to CP Categories
H	Work Type	NO	TEXT OR NUMBER	Map to CP Categories
I	Work Target	NO	TEXT OR NUMBER	Map to CP Categories
J	Workspace Status	NO	TEXT OR NUMBER	Map to CP Categories
K	Assignee (Workspace)	NO	TEXT OR NUMBER	Map to CP Users
L	Date Submitted	NO	DATE AND TIME	MM/DD/YYY 00:00:00
M	Date issued	NO	DATE AND TIME	MM/DD/YYY 00:00:00
N	Issued by	NO	TEXT OR NUMBER	N/A
O	Zoning	NO	TEXT OR NUMBER	Match GIS Format
P	Worksla	NO	TEXT OR NUMBER	N/A
Q	Construction cost	NO	NUMBER	N/A
R	Applicant first Name	NO	TEXT OR NUMBER	Initcap
S	Applicant last name	NO	TEXT OR NUMBER	Initcap
T	Applicant street address	NO	TEXT OR NUMBER	N/A
U	Applicant unit number	NO	TEXT OR NUMBER	N/A
V	Applicant postal code	NO	TEXT OR NUMBER	N/A
W	Applicant municipality	NO	TEXT OR NUMBER	N/A
X	Applicant province	NO	TEXT OR NUMBER	N/A
Y	Applicant corporation or partnership	NO	TEXT OR NUMBER	Initcap
Z	Applicant mobile phone	NO	TEXT OR NUMBER	(XXX) XXX-XXXX
AA	Applicant other phone	NO	TEXT OR NUMBER	(XXX) XXX-XXXX
AB	Applicant email	NO	TEXT OR NUMBER	N/A
AC	Owner first name	NO	TEXT OR NUMBER	Initcap
AD	Owner last name	NO	TEXT OR NUMBER	Initcap
AE	Owner street address	NO	TEXT OR NUMBER	N/A
AF	Owner unit number	NO	TEXT OR NUMBER	N/A
AG	Owner postal code	NO	TEXT OR NUMBER	N/A
AH	Owner municipality	NO	TEXT OR NUMBER	N/A
AI	Owner province	NO	TEXT OR NUMBER	N/A
AJ	Owner corporation or partnership	NO	TEXT OR NUMBER	Initcap
AK	Owner mobile phone	NO	TEXT OR NUMBER	(XXX) XXX-XXXX
AL	Owner other phone	NO	TEXT OR NUMBER	(XXX) XXX-XXXX
AM	Owner email	NO	TEXT OR NUMBER	N/A
AN	Builder first name	NO	TEXT OR NUMBER	Initcap
AO	Builder last name	NO	TEXT OR NUMBER	Initcap
AP	Builder street address	NO	TEXT OR NUMBER	N/A
AQ	Builder unit number	NO	TEXT OR NUMBER	N/A
AR	Builder postal code	NO	TEXT OR NUMBER	N/A
AS	Builder municipality	NO	TEXT OR NUMBER	N/A
AT	Builder province	NO	TEXT OR NUMBER	N/A
AU	Builder corporation or partnership	NO	TEXT OR NUMBER	Initcap
AV	Builder mobile phone	NO	TEXT OR NUMBER	(XXX) XXX-XXXX
AW	Builder other phone	NO	TEXT OR NUMBER	(XXX) XXX-XXXX
AX	Builder email	NO	TEXT OR NUMBER	N/A
AY	Permit Comments	NO	TEXT OR NUMBER	N/A

**Initcap = replace the first letter of every word in a character string with an uppercase letter.*

Inspection Import format requirements

Column	Field Name	Required Y/N	Field Type	Field Formatting
B	Permit Number	YES	TEXT OR NUMBER	N/A
C	Inspection Type	YES	TEXT OR NUMBER	Map to CP Inspections
D	Result for this visit	NO	TEXT OR NUMBER	Map to CP Results
E	Site Conditions	NO	TEXT OR NUMBER	N/A
F	Internal Notes	NO	TEXT OR NUMBER	N/A
G	Inspection Date	NO	DATE AND TIME	MM/DD/YYY 00:00:00
H	Inspector	NO	EMAIL (USER IN CLOUDPERMIT)	N/A
I	Inspector Status	NO	TEXT OR NUMBER	Map to CP Statuses
J	Inspection Comments	NO	TEXT OR NUMBER	N/A
K	Requested inspection start time	NO	DATE AND TIME	MM/DD/YYY 00:00:00
L	Confirmed inspection start time	NO	DATE AND TIME	MM/DD/YYY 00:00:00

Attachment Import format requirements

Column	Field Name	Required Y/N	Field Type	Field Formatting
B	File Name	YES	TEXT OR NUMBER	N/A
C	Permit	YES	TEXT OR NUMBER	N/A
D	Attachment Type	NO	TEXT OR NUMBER	N/A
E	Description	NO	TEXT OR NUMBER	N/A

EXHIBIT B
ORDER FORM/BUDGET

Cloudpermit

Order Form

Cloudpermit
11911 Freedom Drive, Ste. 720 Reston,
Virginia 20190
United States

Order #:	Q-00969-9
Customer #:	CUST-0005345
Date:	2023-12-20
Sales Person:	Jake Wolff
Sales Person Email:	jake.wolff@cloudpermit.com
Delivery Method:	E-Mail

Ship To
Mike Coelho
Plumas County Building Services
555 Main St
Quincy, California 95971
United States
530-283-6206
michaelcoelho@countyofplumas.com

Bill To
Plumas County Information Technology
520 Main St, Room 211
Quincy, California 95971
United States

Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 9,000	USD 12,894	USD 12,894
Code Enforcement	Annual Total	USD 2,700	USD 3,768	USD 3,768
Planning	Annual Total	USD 6,300	USD 8,338	USD 8,338
	Subscription Total:	USD 18,000	USD 25,000	USD 25,000

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

Service

Description	Fee
Implementation Fee	USD 3,500
Data Import	USD 4,500
Service Total:	USD 8,000

Customer Total First Year:	**USD 26,000**

Terms and Conditions

Term:	3 years, if the contract is not cancelled within the first six months as of signature date.
Trial:	First six (6) months of the contract is provided at a discounted fee of $8,000. If the contract is not cancelled prior to the last day of the first six (6) months, the remaining six (6) months will be invoiced at $10,000.
Invoicing:	Subscription invoice to be sent after contract is signed. First subscription invoice in the amount of $8,000 ($4,000 for Building, $1,200 for Code Enforcement, $2,800 for Planning). Second subscription invoice in the amount of $10,000 ($5,000 for Building, $1,500 for Code Enforcement, $3,500 for Planning). First invoice (50%) for implementation fee is due upon implementation start (M1) and the second invoice (50%) for implementation fee to be sent after Go Live Milestone (M2) is approved. GIS Integration & Bi-Annual Updates - $1,000 Annual Fee (invoiced separately): The County will provide Cloudpermit with GIS data via a shapefile or geodatabase biannually. Cloudpermit will manage a hosted mapping service to deploy the County's shapefile or geodatabase and work with the County's GIS Technician on a scheduled biannual update plan.
Payment Term:	Net 30 days from Invoice Date
Subscription Start Date:	Date of signature

All stated prices are exclusive of any taxes.

Customer Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Accounts Payable Email: _____

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the “Agreement”).
The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

Signature: _____

Printed Name of Person Signing: Jarkko Turtiainen

Title: SVP North America

Date: _____

Cloudpermit

Additional Services Price List

11911 Freedom Drive, Ste 720
Reston, Virginia, 20190
+1 (833) 253-7376

Category	Description of Services	Rate	Billable
Professional Services US	Hourly Rate	$180.00	per hour
Additional Training (remote)	2 hours - w/recording	***$1,500.00***	per session
Additional Training (Onsite)	In Person w/recording training plus travel	***$3,500.00 1st day + $1,000 per day after. Max 3 business days***	Per Project
Integration - Out of Scope	Integrations Implementation	Based on scope of work	Upon Delivery
	Integrations Subscription	***$500.00***	annually
Integration - AD (Azure)	AD (Azure) - Implementation	$700.00	Upon Delivery
	AD (Azure) - Subscription	***$500.00***	annually
Integration - Laserfiche	Laserfiche Implementation	$3,000.00	Upon Delivery
	Laserfiche - Subscription	$1,500.00	annually

EXHIBIT C
CLOUDPERMIT SOFTWARE
SERVICE AGREEMENT

Cloudpermit Software

Service Agreement

THIS AGREEMENT is made by and between the "**Customer**" as identified in the Order Form and Cloudpermit, Inc. a Delaware corporation with its office at 11911 Freedom Drive, Suite 720, Reston, VA, 20190 ("**Cloudpermit**").

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following words and expressions have the following meanings:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Such control, for purposes of this definition, means direct or indirect ownership or control by agreement or otherwise of more than 50% of the voting interests of the subject entity.

"**Agreement**" means the Order Form, this Software Service Agreement and all appendices and other documents expressly referenced in the Order Form, this Software Service Agreement and/or any amendments.

"**Business Day**" means any day other than a Saturday, Sunday or federal holiday in the USA.

"**Cloudpermit Software**" means the Cloudpermit platform, software applications and any third-party software applications that Cloudpermit will provide access to for the Customer and End Users.

"**Confidential Information**" means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customers, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential.

"**Customer Data**" means information, data and other content that is provided by the Customer to Cloudpermit, but does not include any content that is publicly available, currently or in the future.

"**Customer Systems**" means the Customer's information technology infrastructure including computers, software, databases, database management systems, other electronic systems and networks, whether operated directly by the Customer or through the use of third-party services that enable the Customer and/or End Users to access the Cloudpermit Software.

"End User" means any individual that Customer has designated or authorized to use the Cloudpermit Software. End Users may include, for example, residents, employees, consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

"End User Data" means the information, data and other content that is provided by an End User to Cloudpermit but does not include any content that is publicly available, currently or in the future.

"**Fees**" means the annual subscription fees, implementation fees and any other fees stated in the Order Form, any Appendix or otherwise agreed to in writing by the Parties.

"Force Majeure Event" means any event or occurrence which is outside the reasonable control of a Party and which is not attributable to any act or failure to take commercially reasonable preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

"General Communications Network" means communication networks owned, and/or leased, and operated by internet service providers which allow individuals to access the internet and access the Cloudpermit Software via the internet.

"Identifier" means a user name and password that associates an End User with the End User's account or user ID in the Cloudpermit Software.

"**Implementation**" means the initial configuration and implementation of the Cloudpermit Software for the Customer.

"**Party**" and "**Parties**" mean Cloudpermit and its affiliates and/or the Customer.

2. CLOUDPERMIT'S RESPONSIBILITIES

2.1 Cloudpermit will make the Cloudpermit Software available to the Customer pursuant to this Agreement and the additional terms and conditions for use of the Cloudpermit Software by End Users available at www.cloudpermit.com as may be amended from time to time.

2.2 Cloudpermit will use all commercially reasonable efforts to keep the Cloudpermit Software available for use except for downtime or degradation for maintenance, installation, change, data security risk, requirements of law, regulation by government authorities, a Force Majeure Event, or any other circumstances beyond Cloudpermit's reasonable control.

3. CUSTOMER'S RESPONSIBILITES

3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.

3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time.

3.3 The Customer will at all times maintain and operate in good repair the Customer Systems and take all actions necessary to secure Customer Data, End User Data and access credentials, including Identifiers. Cloudpermit is not liable or responsible for any delay or performance failure caused by the Customer or Customer Systems.

3.4 If the Customer becomes aware of any actual or threatened harmful activity with respect to Customer Data, End User Data, Identifiers, unauthorized access to the Cloudpermit Software, unauthorized access to or acquisition of Customer Data or End User Data, or any other breach related to the Cloudpermit Software in any way, the Customer will immediately notify Cloudpermit and the Parties will each mitigate any negative effects of such harmful activity or breach.

3.5 The Customer will promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Cloudpermit Software to the Customer and its End Users. The Customer ensures that the information and guidelines it provides are correct.

3.6 The Customer shall not, and shall not authorize any other person to, access or use the Cloudpermit Software except as expressly permitted by this Agreement and the Customer shall not: (a) copy, modify or create derivative works or improvements to the Cloudpermit Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Cloudpermit Software to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Cloudpermit Software; (d) access or use the Cloudpermit Software other than by an authorized End User through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Cloudpermit Software any content, information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code or content; or (f) access or use the Cloudpermit Software for purposes of competitive analysis of the Cloudpermit Software, or for the development, provision or use of a competing software service or product.

4. SERVICE FEES AND PAYMENT TERMS

4.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer will pay all Fees in the manner provided for in the Order Form.

4.2 All Fees and other amounts payable by Customer stated in the Order Form and in this Agreement are exclusive of applicable taxes.

4.3 All amounts payable to Cloudpermit will be paid by the Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.

4.4 Any sum not paid by the Customer when due will bear interest from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law.

4.5 Invoices will be sent to the Customer as provided in the Order Form.

5. CHANGES

5.1 Cloudpermit reserves the right to make any changes to the Cloudpermit Software that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Cloudpermit Software to its customers, the competitive strength of or market for the Cloudpermit Software, or the cost efficiency or performance of the Cloudpermit Software; or (b) to comply with applicable law.

5.2 Cloudpermit will make reasonable efforts to notify the Customer of any changes in advance. If such advance notice is not reasonably possible, then Cloudpermit will notify Customer after the change without delay.

6. DATA, PRIVACY AND PROTECTION

6.1 The Parties will each comply with all applicable privacy and data protection laws in force during this Agreement.

6.2 Cloudpermit warrants that it will employ security measures in accordance with Cloudpermit's privacy policy available at www.cloudpermit.com as may be amended from time to time. Neither Party is responsible for the data security of the General Communications Network or any disturbance in the General Communications Network.

6.3 Customer has and will retain sole responsibility for: (a) all Customer Data and End User Data, including its content and use; (b) all information, instruction and materials provided by or on behalf of the Customer or any End User in connection with the Cloudpermit Software; (c) the Customer Systems; (d) the security and use of Customer's and End Users' access credentials, including Identifiers; and (e) all access to and use of the Cloudpermit Software directly or indirectly by or through the Customer Systems or any End Users' systems.

6.4 Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of Identifiers or other credentials to access the Cloudpermit Software; and (b) control the content and use of Customer Data and End User Data, including uploading or other use or processing of Customer Data and End User Data, whether or not related to the Cloudpermit Software.

6.5 Cloudpermit warrants that it will not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than performance of Cloudpermit's obligations stated in this Agreement.

6.6 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data. Customer hereby grants to Cloudpermit a license to use and process Customer Data as necessary for performance of the Cloudpermit's obligations stated in this Agreement and the Customer's and End User's use of the Cloudpermit Software.

6.7 The Cloudpermit Software may provide external links to other sites on the internet, as a convenience for the Customer and End Users. Cloudpermit is not responsible for such linked destinations and such links do not imply Cloudpermit's association, affiliation, sponsorship or endorsement of the content, operation or security of any such linked destination.

6.8 Cloudpermit will provide a mechanism for the Customer to download and export Customer Data and End User Data during the Term of the Agreement to the fullest extent commercially reasonable in light of the circumstances that required such data recovery and restoration.

6.9 Upon termination of the Order Form for any reason, whether or not Customer has retrieved Customer Data, Cloudpermit reserves the right to permanently and definitively delete the Customer Data held in the Services thirty (30) days following termination of the Order Form.

7. IDENTIFIERS AND THEIR USE

7.1 Cloudpermit will deliver to the Customer identifiers necessary for access to and use of the Cloudpermit Software in accordance with this Agreement and any additional terms and conditions for use by End Users.

7.2 The Customer will be responsible for the use of the Cloudpermit Software by its employees, agents and End Users, including use of Identifiers. The Customer will notify Cloudpermit without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier has been disclosed or otherwise misused.

7.3 Upon request by Cloudpermit, the Customer will change any Identifier for access to the Cloudpermit Software.

7.4 Cloudpermit may change any Customer Identifier and will provide prompt notice to Customer of such change.

8. DATA LOCATION

8.1 The servers used by Cloudpermit to provide the Cloudpermit Software and all data regarding the Cloudpermit Software will be hosted in the USA.

9. WARRANTIES

9.1 Each Party represents and warrants to the other Party that it has all required powers and capacity to enter into this Agreement, to grant the rights and license granted under this Agreement, and to perform its obligations under this Agreement.

9.2 The Customer represents, warrants and covenants to Cloudpermit that the Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data and End User Data so that, as received by Cloudpermit and processed in accordance with this Agreement, neither Party and will infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Cloudpermit Software. The Customer and End Users are granted only a limited right to use the Cloudpermit Software during the term of this Agreement in accordance with this Agreement and the additional terms and conditions for use by End Users.

10.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloudpermit Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without any requirement to pay any compensation to the Customer or to any other person or entity.

10.3 If any part of the Cloudpermit Software is, or in Cloudpermit's reasonable opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any End User's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Cloudpermit Software materially as contemplated by this Agreement; (b) modify or replace the Cloudpermit Software, in whole or in part, to seek to make the Cloudpermit Software (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

11. INDEMNITY

11.1 Each party will indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors, subcontractors, attorneys, affiliates and assigns from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers incurred by a Party to the extent arising out of or relating to: (a) any claim by a third party that a Party's acts or omissions with respect to the Cloudpermit Software infringes a third party's intellectual property right, provided that the foregoing obligation does not apply to any claim arising out of or relating to any access to or use of the Cloudpermit Software in a manner contrary to this Agreement or the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time, or contrary to any instructions provided by Cloudpermit regarding use of the Cloudpermit Software or use of the Cloudpermit Software in combination with any hardware, system, software, network or other materials or service not provided or authorized by Cloudpermit; (b) the indemnifying Party's breach of this Agreement; or (c) the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDPERMIT SOFTWARE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.

12.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECON-STRUCTION OF DATA FILES.

12.3 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY SHALL BE SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE.

12.4 NOTWITHSTANDING THIS SECTION 12, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DELIBERATE BREACH, DELIBERATE DEFAULT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

13. CONFIDENTIALITY

13.1 In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".

13.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) that was independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; or (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect

to such information; and (C) who does not prohibit either Party from disclosing such information to others; (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent; or (vi) is a disclosure required by state or federal open records laws or a disclosure ordered by a court or similar adjudicator or authority.

13.3 Each Party will, and will cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and will use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third person other than employees, agents and contractors of any Party or third party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.

13.4 In the event that a Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party will: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.

13.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of this Agreement, including the recovery of monetary damages from the Receiving Party.

13.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Cloudpermit Software without violating any confidentiality obligation.

14. TERM AND TERMINATION

14.1 This Agreement commences on the date of its execution by the Customer and will continue in effect for the term stated in the Order Form unless terminated earlier under any of this Agreement's express provisions.

14.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within

ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws. Termination related to such assignment or bankruptcy will not result in any penalties or liability to either Party.

14.3 Upon the expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, grants of rights, licenses, consents and authorizations by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course of its business, (iii) all information described in this Agreement will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and End User access to the Cloudpermit Software.

14.4 Termination or expiration of this Agreement will be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiration.

15. FORCE MAJEURE

15.1 Neither Party will be liable for failure to fulfill, or for delay in fulfilling, its obligations required hereunder due to a Force Majeure Event.

15.2 The Party whose performance under this Agreement is prevented or delayed by a Force Majeure Event will advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event, and will notify the other Party of the termination of the Force Majeure Event.

16. NOTICES

16.1 Every notice or other communication between the Parties will be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, when sent by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Customer's and Cloudpermit's contact persons as stated in the Order form.

16.2 Any such notification will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email and (c) in five Business Days if sent by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act

or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

17. ASSIGNMENT

17.1 Neither Party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other Party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

18. AMENDMENTS AND WAIVERS

18.1 No amendment to this Agreement will be valid or binding unless it is made in writing and executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give any waiver and, unless otherwise provided, any waiver will be limited to the specific breach waived.

19. SEVERABILITY

19.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions will remain unaffected. The Parties will negotiate in good faith to replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.

20. APPLICABLE LAW AND DISPUTES

20.1 This Agreement is governed by the laws of the state in which the Customer is located excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction. Each Party submits to the jurisdiction of the applicable court(s) in such location with respect to any matter arising under this Agreement.

21. CONTINUING TO PERFORM

21.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make all payments required by the Agreement.

22. ENTIRE AGREEMENT

22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference,

the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order Form; (2) this Software Service Agreement; (3) any Appendices; (4) any other document referenced by this Agreement or agreed to by the Parties, unless it expressly and specifically replaces or modifies any of the prior documents, in whole or in part.

23. RELATIONSHIP

23.1 The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

24. NO THIRD PARTY BENEFICIARIES

24.1 This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy. End Users may benefit from their use of the Cloudpermit Software, but End Users' relationships to the Parties are not defined by this Agreement because they are defined solely: (a) to Cloudpermit by the terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time; and (b) to the Customer by separate agreement(s), if any, between the Customer and End Users.

25. EXECUTION

25.1 ***This Agreement must be executed simultaneously in two separate places***: (1) on the Order Form; and (2) in the signature block below (both documents must be signed by the Customer before execution of this Agreement is complete). They may be executed in two or more identical counterparts, or by way of facsimile and electronic transmission without any further exchange of documents containing original signatures, each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Agreement.

CUSTOMER NAME: **County of Plumas**

Signature: _____

Printed Name of Person Signing: **Greg Hagwood**

Title: **Chair of the Board of Supervisors**

Date: _____

☐ I confirm that I have received and read all applicable product descriptions.

By signing here, the Customer agrees to the Order Form, this Software Service Agreement and any other appendices and documentation expressly referenced in the Order Form, this Software Service Agreement and/or any amendments (together the "**Agreement**").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

Signature: _____

Printed Name of Person Signing: **Jarkko Turtiainen**

Title: **SVP North America**

Date: _____

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA. All documents and procedures relating to this vacation have been reviewed and approved as to form by County Counsel; No General Fund impact.**

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors adopt the proposed Resolution to Abandon (Vacate) the southern Public Right-of-Way (not to include Public Utility Easements) portion of the cul-de-sac as shown on Exhibit “A” and Exhibit “B” and set a public hearing on the matter for April 16th, 2024, at 10:00 a.m.

Background and Discussion:

The Plumas County Public Works Department has received a request from the Buckley family to abandon the southern portion of the cul-de-sac as shown on the Vision Lake Tract Unit 1 Subdivision Map (2 M 41) fronting the residential address of 602 Sherman Rd., Chester, CA. See attached application letter, dated June 12, 2023.

The cul-de-sac was created to bridge construction gaps between the Vision Lake Tract Unit 1 Subdivision and the Lake Almanor Forest Subdivision. The cul-de-sac as designated was not put into use by the Plumas County Road Department as the Lake Almanor Forest Subdivision was constructed without interruption.

The adjoining landowners are in agreement with the requested abandonment.

The Public Works Department has solicited input from potentially affected agencies including Plumas County Planning Department and Public Utility holders. Pacific Gas & Electric and Frontier reserve the right to maintain access to the underlying Public Utility Easement, otherwise no objections to the proposal were received from any of the above entities. Only the Public Right-of-Way will be vacated by this proposal.

The Planning Department provided an internal memo dated February 21, 2024, notifying the Public Works Department that the vacation is in conformity with the Plumas County 2035 General Plan, see attached.

An attached Resolution has been prepared for the consideration; to establish a specific date and time to conduct a “Public Hearing” on the consideration of the Request to Vacate (Abandon).

Deputy County Counsel, Craig Settlemire, has reviewed all of the prepared documents and procedures relating to this vacation. The vacation resolution, attached, is approved as to form as of March 21, 2024.

Procedure

The procedure for vacation (abandonment) of a County roadway is set forth in Streets and Highways Code Sections 8320-8325, and is reflected in the following tasks:

1. The Board of Supervisors may establish a specific date and time to conduct a “Public Hearing” on the consideration of the Request to Vacate (Abandon). Note: if a Public Hearing is scheduled and conducted, it does not indicate support or objection to the Request to Vacate (Abandon), Such a determination will be made at the conclusion of a Public Hearing and subsequent discussion by the Board of Supervisors.

2. Once a specific date and time to conduct a “Public Hearing” on the consideration of the Request to Vacate (Abandon) is established by the Board of Supervisors, the Public Works staff will publicly notify and advertise the opportunity for the public to participate at the Public Hearing.

3. The Public Hearing will be conducted by the Board of Supervisors at the date and time previously established by the Board of Supervisors.

4. The Board of Supervisors will discuss and consider all submitted testimony.

5. The Board of Supervisors will make a decision to either vacate (abandon) the roadway, with or without conditions, or, not vacate (abandon) the roadway.

6. If there is a decision to vacate (abandon) the roadway, Public Works staff will implement any conditions that require subsequent County activity (such as preparation of deeds, recordation of documents, etc.)

Action:

Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA

Fiscal Impact:

No impact to the General Fund.

Attachments:

1. Attach No. 1 - 230612_Vacation (Abandonment) Request
2. Attach No. 2 - Letter of Support Signed 7.12.23
3. Attach No. 3 - GP Const. Planning Dept
4. Attach No. 4 - Notice Of Public Hearing
5. Attach No. 5 - BOS Reso
6. Attach No. 6 - Desc. for Abandonment
7. Attach No. 7 - Plat

NST ENGINEERING, INC.

1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272

Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.

June 9, 2023

RECEIVED
JUN 12 2023
Department of Public Works
Plumas County, Calif

Plumas County Public Works Dept.
1938 E Main Street
Quincy, CA 95971

Re: Proposed Vacation (Abandonment) of Cul-de-sac
602 Sherman Road
Chester, CA

Dear John,

Our clients, Corey and Nicole Buckley, are proposing to abandon the south side of a cul-de-sac as shown on the Vision Lake Tract Unit 1 Subdivision Map (2 M 41) along Sherman Road in Chester, CA. The proposed cul-de-sac was never constructed due to Sherman Road being extended through the Lake Almanor Forest Subdivision (4 M 149).

There are no existing utility easements along the south side of Sherman Road. There is a 10ft Public Utility Easement along the west side of 602 Sherman Road that will not be affected by this abandonment.

Please let us know if you have any questions.

Sincerely,

Jeff Morrish

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

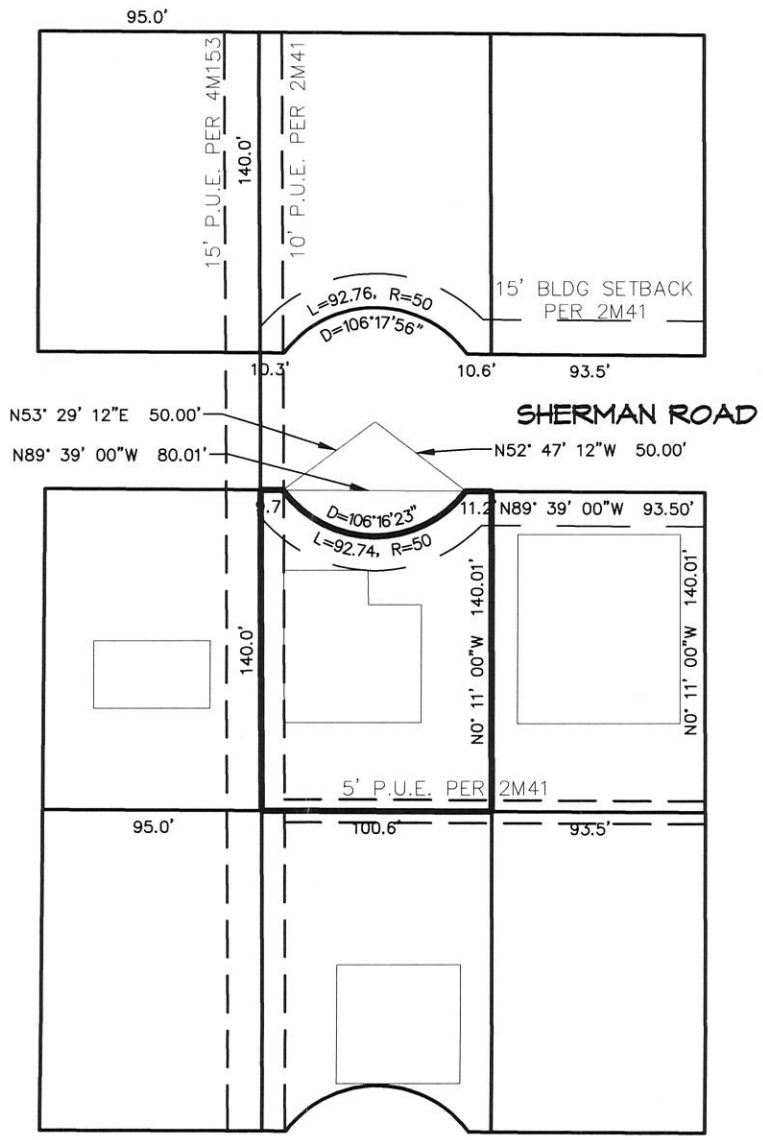
VACATION (ABANDONMENT) PROCEDURE

Vacation (Abandonment) has historically been used to describe the process used to vacate public interest in an existing road right of way or utility easement. The following vacation procedure serves to vacate or abandon Plumas County rights of way (public road(s), public utility easements, public service easements, drainage easements, etc.) based on the standards set forth in Streets and Highways Code Sections §8300-8363 (1).

1. Contact the Plumas County Department of Public Works (PCPW), 1834 E. Main St., Quincy, CA 95971, with a written request for vacation. The Vacation (Abandonment) request must include an 8 ½" x 11" plat, including the following;
   - ☐ A clear depiction of the proposed Vacation (Abandonment) and surrounding area within 100 feet, including structures, utilities and road names.
   - ☐ Vicinity map
   - ☐ North arrow
   - ☐ Accurate scale, using engineering scaling.

2. The Vacation (Abandonment) request will be presented to the Development Review Committee (DRC) that includes representatives from the Public Works Department and Planning Department for initial review and comments.

3. PCPW will provide a written response within 30 calendar days to this request indicating support or opposition. If the proposal is supported by PCPW the following items will be required in conjunction with the PCPW Project Information Form as a part of a complete application:
   A. Utility Letters (Electric, Telephone, Internet, Water, Sewer, Cable, Etc.):
   Letters will be required from all utility companies stating that they have no objection to the abandonment or must describe the area that they wish to retain.
   B. Legal Description & Plat
   The legal description and plat (map) shall be submitted describing the proposed project and in agreement with areas to be retained by utility companies. The legal and plat shall be prepared by either a California registered Land Surveyor or Civil Engineer (licensed prior to RCE No. 33965) and should be ready for recording upon submittal. Plats shall be drawn on an 8 ½" x 11" sheet with North arrow and accurate scale.
   C. Petition
   A completed "PETITION FOR VACATION OF PUBLIC HIGHWAY" or "PETITION FOR VACATION OF PUBLIC UTILITY EASEMENT" with a copy of the legal description (per item "B" above) placed on page one (as shown on attached example) and on page two original signatures and address information of ten freeholders (owners of 10 different properties) for vacation of public highway or five freeholders (owners of five different properties) for easement vacation. Pursuant to Streets and Highways Code Section §8321 (1): in order to vacate public highway at least two of the required ten petitioners (freeholders) shall be residents of the road district in which some or part of the street or highway proposed to be vacated is situated and shall be taxable therein for the street or





VICINITY MAP
(NOT TO SCALE)

SCALE: 1"=80'

PROPOSED ABANDONMENT FOR

COREY & NICOLE BUCKLEY

602 SHERMAN ROAD

CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

The UNDERSIGNED, as owners and persons having interest in the land within the VISION LAKE TRACT UNIT No.1 subdivision as shown upon the hereon platted map, do hereby certify that we are the only persons whose consent is necessary to pass a clear title to said land: and that we consent to the preparation and recordation of said map as shown within the colored border lines. We offer for dedication for Public use for County Road purposes all of the rights of way for all of the Roads and Drive as shown within said subdivision.

We also offer for dedication for Public use, for specific uses, rights of way and easements for ingress and egress for water lines, gas, sewer and drain lines, overhead and underground wires for electric and telephone service, and all appurtenances thereto on those strips of land designated as "P.U.E.'s" or "Public Utilities Easements". Also reserved for the Public is a strip of land, 15' in width, across the fronts of all lots along Streets, Roads, or Drives to be designated as a Building Setback restriction, said strips of land to be kept free and open of buildings.

Lorraine E. Willhoite — LORRAINE E. WILLHOITE

Elmer E. Willhoite — ELMER E. WILLHOITE

WESTERN TITLE INSURANCE COMPANY, a California Corporation

by: Robert G. McArthur, Vice President

Thomas J. Watson — THOMAS J. WATSON

State of California, County of Plumas } ss

On this 4th day of Dec., 1961, before me WILLIAM E. WRIGHT, personally appeared Lorraine E. Willhoite and Elmer E. Willhoite, known to me to be the persons whose names are subscribed to the foregoing statements and acknowledged they executed the same

WILLIAM E. WRIGHT — NOTARY PUBLIC — My commission expires FEB. 18 1963

State of California, County of Plumas } ss

On this 4TH day of December, 1961, before me, Leora E. Wilsey, personally appeared Robert G. McArthur, known to me to be the Vice President ~~respectively~~ of Western Title Insurance Company, the Corporation that executed the within instrument, and acknowledged to me that said Corporation executed the same.

Leora E. Wilsey — LEORA E. WILSEY, NOTARY PUBLIC, My Commission expires July 11-1963.

State of California, County of Alameda } ss

On this 1st day of December, 1961, before me, FRANK R. FRANCE, personally appeared THOMAS J. WATSON, known to me to be the person whose name is subscribed to the foregoing statements and acknowledged that he executed same. Frank R. France

FRANK R. FRANCE — NOTARY PUBLIC, My Commission expires 7/18/62.

I, A.J. VANDENBERG, hereby certify that I am a Civil Engineer registered in the State of California, that this map correctly represents a survey made by me or under my direction in November 1961, that the survey is true and correct as shown; and that the survey monuments shown hereon actually exist as indicated and are sufficient to enable the survey to be retraced.

A.J. Vandenberg — A.J. VANDENBERG, Registered Civil Engineer No. 7567.

I, JAMES F. FLANAGAN, County Surveyor of Plumas County, hereby certify that I have examined this final map of VISION LAKE TRACT UNIT No.1; that it conforms substantially to the Tentative Map on file; that the provisions of the Subdivision Map Act of the statutes of California and any local ordinances applicable have been complied with; and that I am satisfied that this map is technically correct.

Dec. 20, 1961 — James F. Flanagan — JAMES F. FLANAGAN, Plumas County Surveyor, Reg. Civil Engineer No. 292

I, COUNTY TAX COLLECTOR AND REDEMPTION OFFICER of Plumas County, California, hereby certify that there are no unpaid taxes or tax liens or assessments against the land within the hereupon shown Vision Lake Tract Unit No.1, or unpaid State, County, Municipal, or Local taxes, or special assessments collected as taxes, except taxes or assessments which are a lien but not yet due or payable. I estimate the latter to be in an amount not to exceed $ —— NONE.

Claire L. O'Rourke By Lois Alexander, Deputy — Plumas County Tax Collector and Redemption Officer.

I, COUNTY CLERK of Plumas County, hereby certify that on the 4th day of Dec., 1961, the PLUMAS COUNTY BOARD OF SUPERVISORS officially approved this final subdivision map of VISION LAKE TRACT UNIT No.1. The receipt of satisfactory security in the Tax Collector's estimated amount of $ NONE to insure payment of taxes or assessments which are a lien but not yet due or payable was acknowledged.

The rights of way and/or easements offered and shown or indicated on said map were accepted on behalf of the Public for County Road purposes and public utilities purposes and uses.

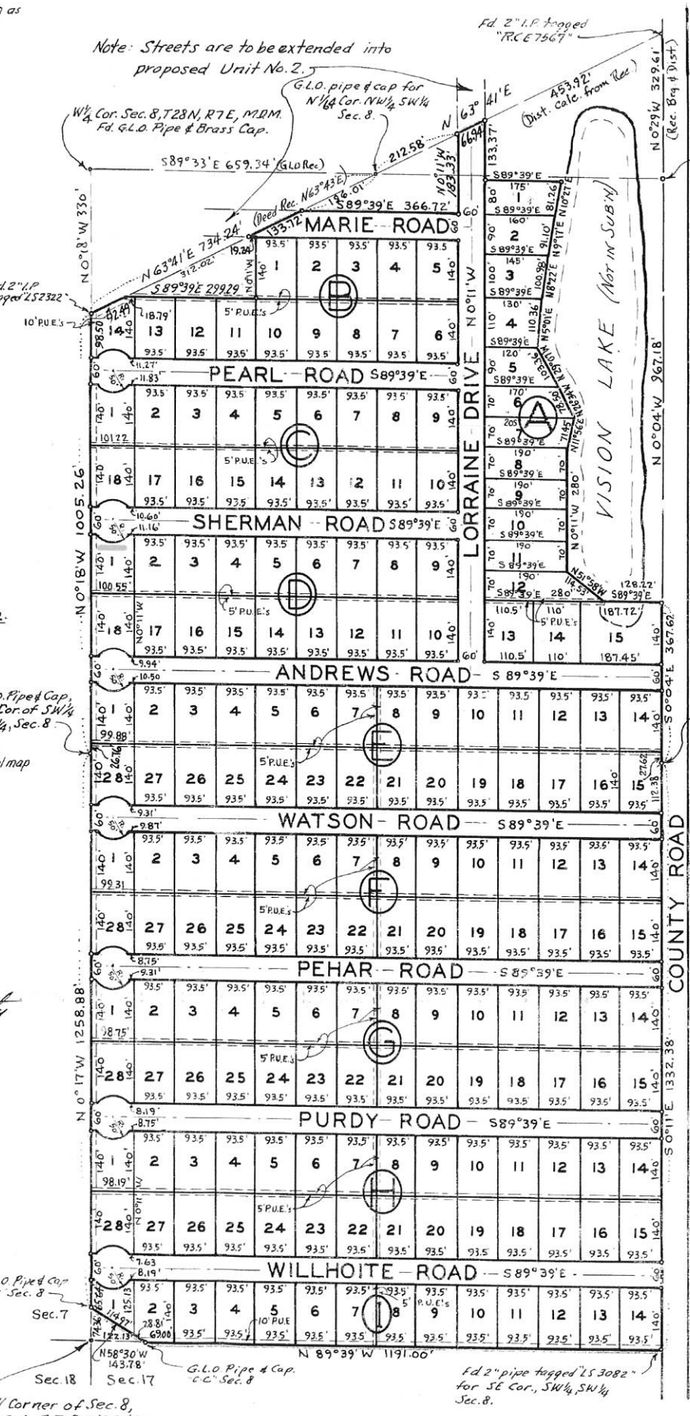
Lois Wehrer — County Clerk of Plumas County

FILED FOR RECORD at the request of Plumas County Abstract and Title Company this 16th day of Jan., 1962, at 26 minutes past 2 o'clock, P M., in Book 2 of Maps at page 41.

Fee. $5.00

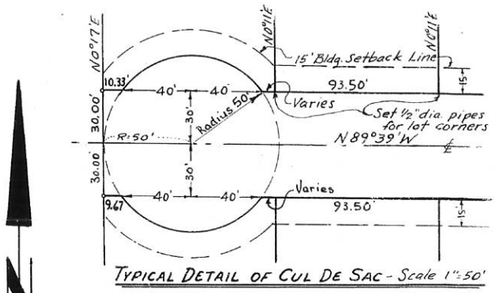
Filing No. 2538

Ida Hogan Gronvold — Recorder of Plumas County



LEGEND

- Set ¾" dia. pipe 24" long, tagged "R.C.E. 7567", except as otherwise noted.
- Set ½" dia. pipe 24" long at all inside lot Corners.



TYPICAL DETAIL OF CUL DE SAC - Scale 1"=50'

SCALE: 1" = 200'

BEARINGS shown hereon, unless specifically noted otherwise, are based on the bearing shown for the South line of tract which is the 1929 G.L.O. survey record.

VICINITY MAP

SCALE: 1 INCH = 1 MILE

UNIT NO. 1
VISION LAKE TRACT

ADDITION TO THE TOWN OF CHESTER
PLUMAS COUNTY, CALIFORNIA

IN W½, SW¼, SECTION 8 T. 28 N., R 7 E., MDB &M

SCALE: 1 INCH = 200 FEET

OWNER & SUBDIVIDER: ELMER E. WILLHOITE

CIVIL ENGINEER: A.J. VANDENBERG, SUSANVILLE, CALIFORNIA

SHEET 1 OF 1 SHEET

2 M 41

SUBDIVISION MAP OF

LAKE ALMANOR FOREST

PORTION OF SECTIONS 7 & 18, T.28N., R.7E., M.D.M.
COUNTY OF PLUMAS CALIFORNIA
SCALE: 1"=100' JUNE 1979

LLOYD PARKER, LAND SURVEYOR
SHEET 5 OF 5

1/4 CORNER COMPUTED POSITION PER BK 2 MAPS, PG 41 NOTHING FOUND OR SET

NOTE: SEE SHEET 2 FOR NOTES, LEGEND & BASIS OF BEARINGS.

ALL RESIDENCES LOCATED UPON LOTS THAT MAY BE SUBJECT TO THE 55 OR HIGHER CNEL, SPECIFICALLY LOTS 7 THROUGH 36, WILL BE REQUIRED TO BE CONSTRUCTED INCORPORATING MODERN INSULATION TECHNIQUES IN ORDER TO ATTENUATE THE NOISE DENSITY TO A 45 DBA INTERIOR RESIDENTIAL NOISE LEVEL.

SCALE: 1"=100'

(GREENBELT)

LEACH EXCLUSION AREA

LOT A
17.732 ACRES

COLLINS PINE LAKE ALMANOR RAILROAD

EXISTING ℄ OF PASS TRACK
℄ MAIN LINE PER ℄ R.S. 51 (TRACK REMOVED)

END OF TRACK

FOUND 2" I.P. TAGGED R.C.E. 7867

SHERMAN ROAD

ANDREWS ROAD

WATSON ROAD

PEHAR ROAD

CEDAR WAY

PURDY ROAD

SEE SHEET 2

SEE SHEET 4

TRACT 1 UNIT 1 NO 1 BK. 2 MAPS PG. 41

LAKES UNIT 1

VISION

4 M 153

153

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

June 20, 2023

TO: NST
1495 Riverside Dr.
Susanville, CA 96130

SUBJECT: 602 Sherman Rd., Chester. Vacation (Abandonment) Application

This letter is to serve as a response to the inquiry received on June 12, 2023, for the "Proposed Vacation (Abandonment) of Cul-de-sac" located at 602 Sherman Rd, Chester, CA. After reviewing the submittal, Plumas County Dept. of Public Works (PCPW) has no initial objection towards the applicant pursuing this vacation (abandonment) of the Cul-de-sac as shown on the Record Map 2 M 41, Unit No. 1 Vision Lake Tract. Furthermore, PCPW supports the vacation (abandonment) of this easement for the designated cul-de-sac as shown on said recorded map.

The applicant is responsible to provide all alphabetized items listed under number three of the current "Vacation (Abandonment) Procedure." All items must be received as listed in order for this application to be considered complete.

Sincerely,

John Mannle
Director

Attachments: "Vacation (Abandonment) Procedure" + Original Submittal

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

VACATION (ABANDONMENT) PROCEDURE

Vacation (Abandonment) has historically been used to describe the process used to vacate public interest in an existing road right of way or utility easement. The following vacation procedure serves to vacate or abandon Plumas County rights of way (public road(s), public utility easements, public service easements, drainage easements, etc.) based on the standards set forth in Streets and Highways Code Sections §8300-8363 (1).

1. Contact the Plumas County Department of Public Works (PCPW), 1834 E. Main St., Quincy, CA 95971, with a written request for vacation. The Vacation (Abandonment) request must include an 8 ½" x 11" plat, including the following;
   - A clear depiction of the proposed Vacation (Abandonment) and surrounding area within 100 feet, including structures, utilities and road names.
   - Vicinity map
   - North arrow
   - Accurate scale, using engineering scaling.

2. The Vacation (Abandonment) request will be presented to the Development Review Committee (DRC) that includes representatives from the Public Works Department and Planning Department for initial review and comments.

3. PCPW will provide a written response within 30 calendar days to this request indicating support or opposition. If the proposal is supported by PCPW the following items will be required in conjunction with the PCPW Project Information Form as a part of a complete application:
   A. Utility Letters (Electric, Telephone, Internet, Water, Sewer, Cable, Etc.):
   Letters will be required from all utility companies stating that they have no objection to the abandonment or must describe the area that they wish to retain.
   B. Legal Description & Plat
   The legal description and plat (map) shall be submitted describing the proposed project and in agreement with areas to be retained by utility companies. The legal and plat shall be prepared by either a California registered Land Surveyor or Civil Engineer (licensed prior to RCE No. 33965) and should be ready for recording upon submittal. Plats shall be drawn on an 8 ½" x 11" sheet with North arrow and accurate scale.
   C. Petition
   A completed "PETITION FOR VACATION OF PUBLIC HIGHWAY" or "PETITION FOR VACATION OF PUBLIC UTILITY EASEMENT" with a copy of the legal description (per item "B" above) placed on page one (as shown on attached example) and on page two original signatures and address information of ten freeholders (owners of 10 different properties) for vacation of public highway or five freeholders (owners of five different properties) for easement vacation. Pursuant to Streets and Highways Code Section §8321 (1): in order to vacate public highway at least two of the required ten petitioners (freeholders) shall be residents of the road district in which some or part of the street or highway proposed to be vacated is situated and shall be taxable therein for the street or

highway purposes; in order to vacate a public utility or public service easement at least one of the required five petitioners (freeholders) shall be resident of the township in which the public service easement proposed to be vacated is situated.

D. Fees – TO BE ASSESSED IN 2022 PUBLIC WORKS FEE SCHEDULE REVISION

~~Applications submitted to PCPW will be reviewed and billed on an hourly basis; an initial deposit will be required at time of submittal in order to begin the process. The application deposit is $500.00, final billing will be based on an hourly rate $77.54 *(per current fee schedule as listed in Plumas County Resolution No. 18-8353).* Prior to recording of the legal description, any outstanding fees owed to Plumas County shall be paid in full.~~

~~*Further information regarding current hourly fees and deposits are found on the Plumas County Public Works Department website under the Development Review Fees (http://countyofplumas.com/index.aspx?NID=2314). Planning fees will be billed on an hourly basis, as listed under "Planner's Hourly Rate" on the Planning & Building Services Fee Schedule. Further information regarding Planning fees is located on the Plumas County Planning Department website under the Fee Schedule (https://www.plumascounty.us/127/Applications--Handouts).*~~

~~a. Billing:~~

~~1. PCPW will send monthly statements during the processing of this application.~~

~~2. If the applicant makes no forward action for the duration of one calendar year, this application will be closed and a final statement will be sent to applicant showing any outstanding fees owed.~~

E. Appraisal Costs

Any costs associated with procuring an appraisal of the subject property shall be the sole burden of the applicant.

F. Preliminary Title Report

PCPW reserves the right to request the applicant to obtain a Preliminary Title Report at any point between the initial submittal of the Vacation (Abandonment) request and prior to finalization of the project. *The Preliminary Title Report must be no greater than six (6) months old at time of submittal to PCPW.*

4. Once a completed application has been received by PCPW, it will, within 30 calendar days, be reviewed for completeness and to confirm the signatures on the petition are property owners within Plumas County and the petition complies with the Streets and Highways Code Sections §8300-8363[1]. Upon review of the application for completeness and compliance with current laws and regulations, PCPW will submit a report, including the original application, to the Plumas County Planning Department for review by the Zoning Administrator. The Zoning Administrator is responsible to review the Vacation (Abandonment) application and comments from PCPW for conformity with the County's adopted General Plan or part thereof (Plumas County Code Sec. 2-4.503(b) and California Government Code Sec. 65402).

5. If the Zoning Administrator determines the Vacation (Abandonment) proposal is in conformance with the adopted General Plan or part thereof , said findings along with the PCPW file recommendations, and original application will be sent to the Board of Supervisors (Board) for two actions:

A. The first action shall be the Board's adoption of a Resolution of Intent (ROI) to consider the Vacation (Abandonment), and through the ROI, the Board would take action to set a public hearing date of not less than fifteen (15) days after the date of adoption of the ROI.

B. The second action shall be the public hearing before the Board that will occur on the date established by the adopted ROI. The public hearing will be an item set for a specific time and location. At the conclusion of the public hearing, if approval is recommended, the Board will adopt a Resolution vacating the street, highway or easement and cause it to be recorded.

Typically, the public hearing process through the Board of Supervisors is completed within 120 to 160 calendar days after the application is deemed complete by PCPW.

If you have any questions regarding this application or its proceedings, please contact the Plumas County Public Works Department at (530) 283-6268.

Citations:

1. Streets and Highways Code: Part 3 Public Streets, Highways, and Service Easements Vacation Law §8330-8363 https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=9.&chapter=4.&part=3.&lawCode=SHC&article=1. (*Link can also be found on the Plumas County Public Works homepage under Permits and Fees)*
2. Plumas County Code: Sec. 2-4.503(b) "Responsibility. "*Responsibility*. Pursuant to the provisions of Section 11509 of the Business and Professions Code of the State and Sections 65401, 65402, and 65900 of the Government Code of the State, the Zoning Administrator shall be responsible for the administration of the portions of this Code as provided by this section." https://library.municode.com/ca/plumas_county/codes/code_of_ordinances?nodeId=TIT2AD_CH4OFDE_ART5PLDEAG_S2-4.503ZOAD
3. Government Code of the State of California: ARTICLE 7. Administration of General Plan 65402:http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65402.&lawCode=GOV

Attachments:

1. PCPW Project Information Form
2. "PETITION FOR VACATION OF PUBLIC HIGHWAY"
3. "PETITION FOR VACATION OF PUBLIC HIGHWAY – SIGNATURES"
4. "PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT"
5. "PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT – SIGNATURES"
6. Example of Utility Letter
7. Example of Legal Description
8. Example of Plat/Map

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

Project No.
Office Use Only _____

Project Information			
Applicant Name:			Assessor's Parcel Number:
Address:			Telephone:
Email:			Fax:
Owner's Name:			Telephone:
Address:			Preferred Contact:
Property Information			
Name of Proposed Project (if any)			Site Size (square feet / acres)
Location of Project			
Zoning:	General Plan	Existing Land Use	Proposed Land Use
Existing Structures (square feet)		Proposed Structures (square feet)	
Project Description			
Full Description of Proposed Project (attach sheets as necessary):			
Owner Certification			

I certify that I am presently the legal owner or the authorized agent of the owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and accurate. (If an agent is to be authorized, execute an affidavit of authorization and include affidavit with this application.)

Signature: _____ Date: _____

ATTACHMENT NO. 2

PETITION FOR VACATION OF PUBLIC HIGHWAY

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF PLUMAS DATE: _____, 20__

Dear Board Members:

The Undersigned, being ten or more freeholders, at least two of whom are residents of the Road District in which some part of the highway affect is situated; and who are taxable therein for highway purposes, do hereby petition your Honorable Board of Supervisors in writing, in accordance with provisions of Section §8321 of the Streets and Highway Code of the State of California, to VACATE the following-described PUBLIC HIGHWAY _____ of the COUNTY OF PLUMAS.

INSERT LEGAL DESCRIPTION HERE

EXAMPLE

ATTACHMENT NO. 3

PETITION FOR VACATION OF PUBLIC HIGHWAY - SIGNATURES

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

EXAMPLE

ATTACHMENT NO. 4

PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF PLUMAS DATE: _____, 20__

Dear Board Members:

The Undersigned, being five or more freeholders, at least two of whom is a resident of the township in which the easement proposed to be abandoned is situated; do hereby petition your Honorable Board of Supervisors in writing, in accordance with provisions of Section §8321 of the Streets and Highway Code of the State of California, to VACATE the following-described PUBLIC SERVICE EASEMENT of the COUNTY OF PLUMAS.

INSERT LEGAL DESCRIPTION HERE

EXAMPLE

ATTACHMENT NO. 5

PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT - SIGNATURES

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

Print Name:_____ Address:_____

Signature:_____ City:_____ State:____ Zip:_____ Date:_____

EXAMPLE

December 25, 2017

Pacific Gas & Electric Company
Land Management Division
Street Address
City, State Zip Code

Attn: _____, Land Agent

RE: Abandonment of _____*describe proposed project here*_____

Dear _____

We the below applicants are preparing an application to abandon a portion of the street/alley located in ____*describe the location of the right of way or easement to be vacated*_____ (see attached copy of APN page and/or plat with street/alley highlighted).

In accordance with the Streets & Highway Code we are inquiring as to whether PG&E has any facilities in said street/alley or plan to place facilities in said street/alley. If you do have facilities or are planning on placing said facilities do you want the County to reserve a Public Utility Easement for your use. If you have no objection to these proceedings please respond in writing to confirm.

We look forward to you response and should any questions arise please feel free to contact me at _____ or email _____.

Sincerely,

Your Name

Enclosures
APN page
Plat (if applicable)

EXAMPLE

EXAMPLE OF LEGAL DESCRIPTION

EXHIBIT "A"

TRAVELED ROADWAY TO BE VACATED

A length of traveled roadway located in the South half of the Southeast quarter of Section 11, and the Northeast quarter of the Northeast quarter of Section 14, Township 23 North, Range 14 East, M.D.M. & M., Plumas County California, lying within the parcel of land described in the deed recorded at Document No. 2009-0006483 in the Plumas County Clerk-Recorder's office, more particularly described as follows

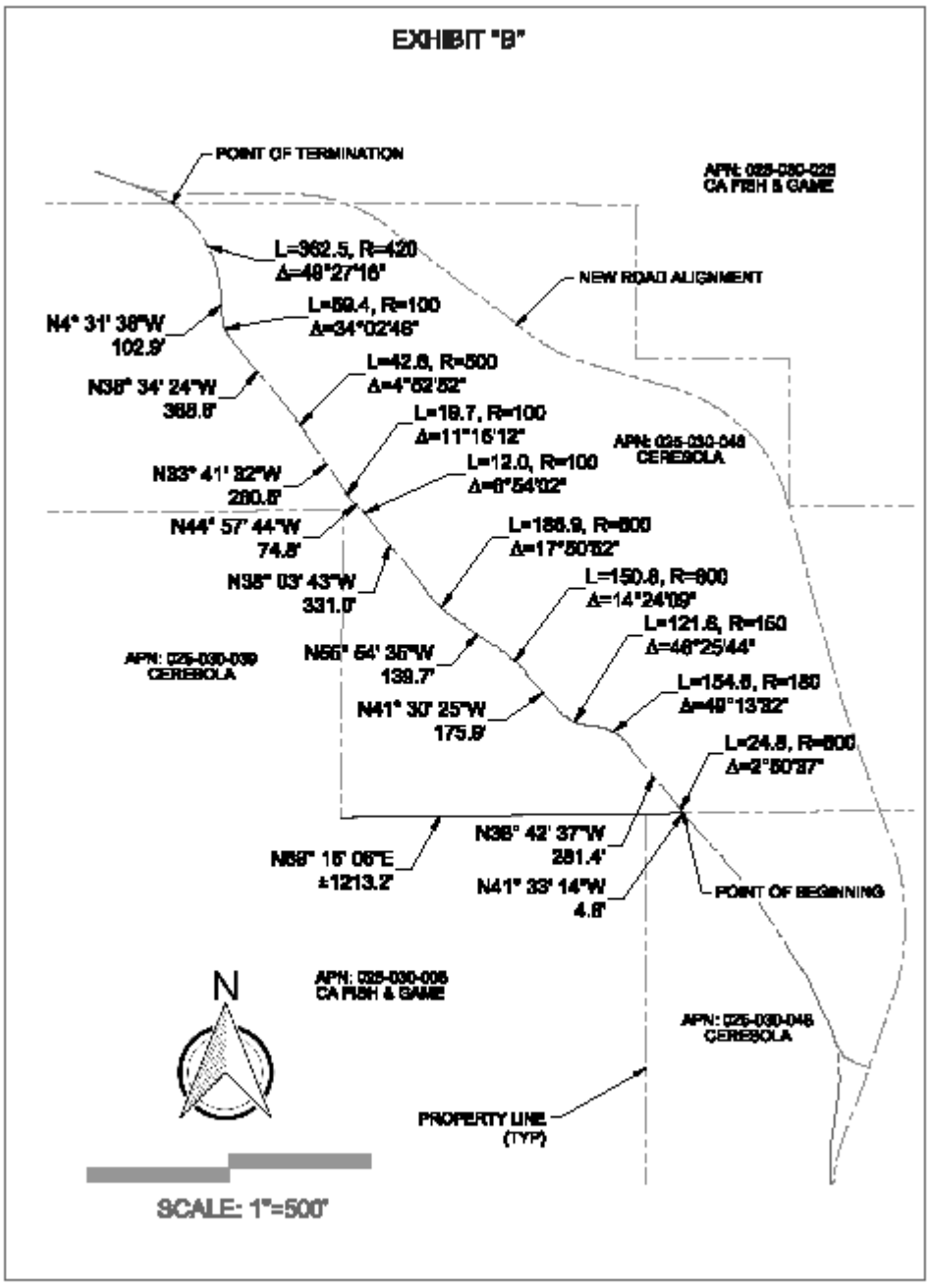
Commencing at the southwesterly most property corner of said lands;

Thence, N 89°16'06" E, +/-1213.2 feet along the Southerly property line of said lands, or to the center of the traveled roadway to be vacated, being the POINT OF BEGINNING;
Thence along the centerline of said traveled roadway the following nineteen courses:

Thence, N 41°33'14" W, a distance of 4.8 feet;
Thence, along a tangent curve to the right having a radius of 500.0 feet, an arc length of 24.8 feet, and a delta angle of 02°50'37";
Thence, N 38°42'37" W, a distance of 281.4 feet;
Thence, along a tangent curve to the left having a radius of 180.0 feet, an arc length of 154.6 feet, and a delta angle of 49°13'32";
Thence, along a reverse curve to the right having a radius of 150.0 feet, an arc length of 121.6 feet, and a delta angle of 46°25'44";
Thence, N 41°30'25" W, a distance of 175.9 feet;
Thence, along a tangent curve to the left having a radius of 600.0 feet, an arc length of 150.8 feet, and a delta angle of 14°24'09";
Thence, N 55°54'35" W, a distance of 139.7 feet;
Thence, along a tangent curve to the right having a radius of 600.0 feet, an arc length of 186.9 feet, and a delta angle of 17°50'52";
Thence, N 38°03'43" W, a distance of 331.0 feet;
Thence, along a tangent curve to the left having a radius of 100.0 feet, an arc length of 12.0 feet, and a delta angle of 06°54'02";
Thence, N 44°57'44" W, a distance of 74.8 feet;
Thence, along a tangent curve to the right having a radius of 100.0 feet, an arc length of 19.7 feet, and a delta angle of 11°16'12";
Thence, N 33°41'32" W, a distance of 260.5 feet;
Thence, along a tangent curve to the left having a radius of 500.0 feet, an arc length of 42.6 feet, and a delta angle of 04°52'52";
Thence, N 38°34'24" W, a distance of 388.6 feet;
Thence, along a tangent curve to the right having a radius of 100.0 feet, an arc length of 59.4 feet, and a delta angle of 34°02'46";
Thence, N 04°31'38" W, a distance of 102.9 feet;

Thence, along a tangent curve to the left having a radius of 420.0 feet, an arc length of 362.5 feet, and a delta angle of 49°27'18" to the north property line of said lands, or to the center of the traveled roadway to be vacated, also being the POINT OF TERMINATION.

EXAMPLE OF PLAT/MAP



NST ENGINEERING, INC.

1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272

Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.

June 9, 2023

RECEIVED
JUN 12 2023
Department of Public Works
Plumas County, Calif

Plumas County Public Works Dept.
1938 E Main Street
Quincy, CA 95971

Re: Proposed Vacation (Abandonment) of Cul-de-sac
602 Sherman Road
Chester, CA

Dear John,

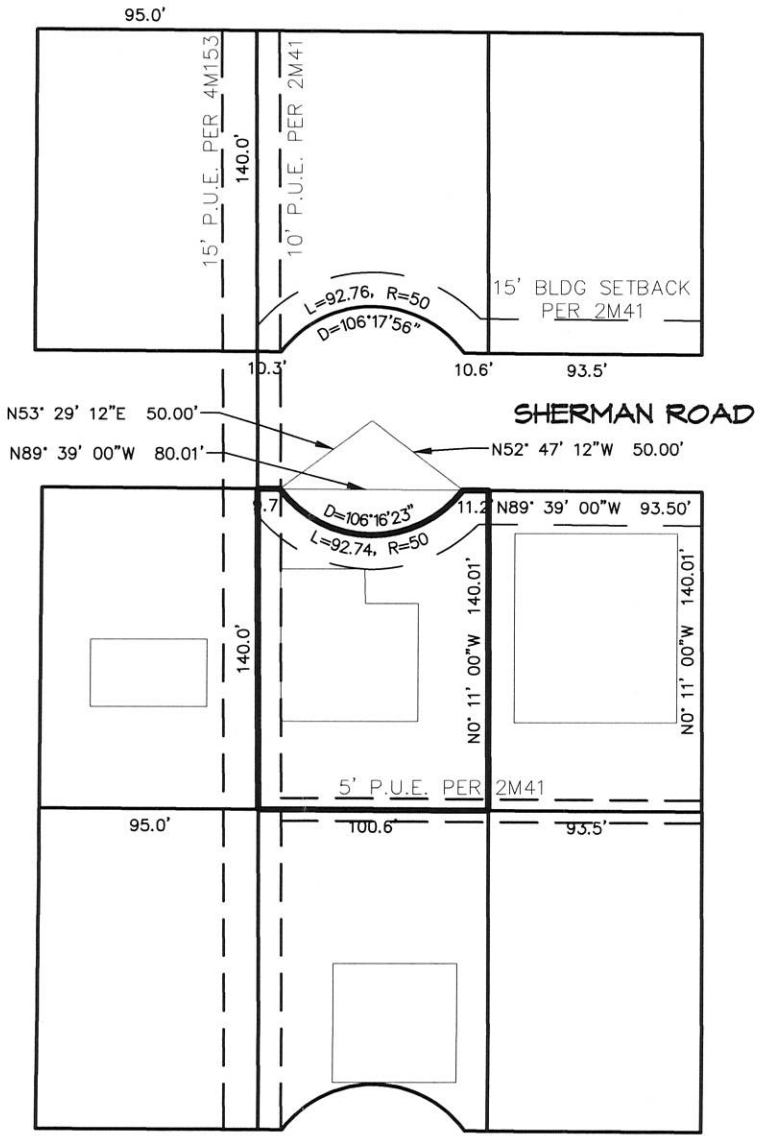
Our clients, Corey and Nicole Buckley, are proposing to abandon the south side of a cul-de-sac as shown on the Vision Lake Tract Unit 1 Subdivision Map (2 M 41) along Sherman Road in Chester, CA. The proposed cul-de-sac was never constructed due to Sherman Road being extended through the Lake Almanor Forest Subdivision (4 M 149).

There are no existing utility easements along the south side of Sherman Road. There is a 10ft Public Utility Easement along the west side of 602 Sherman Road that will not be affected by this abandonment.

Please let us know if you have any questions.

Sincerely,

Jeff Morrish





VICINITY MAP
(NOT TO SCALE)

SCALE: 1"=80'

PROPOSED ABANDONMENT FOR

COREY & NICOLE BUCKLEY

602 SHERMAN ROAD

CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

The UNDERSIGNED, as owners and persons having interest in the land within the VISION LAKE TRACT UNIT No.1 subdivision as shown upon the hereon platted map, do hereby certify that we are the only persons whose consent is necessary to pass a clear title to said land; and that we consent to the preparation and recordation of said map as shown within the colored border lines. We offer for dedication for Public use for County Road purposes all of the rights of way for all of the Roads and Drive as shown within said subdivision.

We also offer for dedication for Public use, for specific uses, rights of way and easements for ingress and egress for water lines, gas, sewer and drain lines, overhead and underground wires for electric and telephone service, and all appurtenances thereto on those strips of land designated as "P.U.E.'s" or "Public Utilities Easements". Also reserved for the Public is a strip of land, 15' in width, across the fronts of all lots along Streets, Roads, or Drives to be designated as a Building Setback restriction, said strips of land to be kept free and open of buildings.

Lorraine E. Willhoite
LORRAINE E. WILLHOITE

Elmer E. Willhoite
ELMER E. WILLHOITE

WESTERN TITLE INSURANCE COMPANY, a California Corporation
by: Robert G. McArthur, Vice President

Thomas J. Watson
THOMAS J. WATSON

State of California, County of Los Angeles } ss
On this 5 day of Dec., 1961, before me Hazel E. Wright, personally appeared Lorraine E. Willhoite and Elmer E. Willhoite, known to me to be the persons whose names are subscribed to the foregoing statements and acknowledged they executed the same

Hazel E. Wright
NOTARY PUBLIC HAZEL E. WRIGHT My commission expires JAN. 18 1963

State of California, County of Plumas } ss
On this 4th day of December, 1961, before me, Leora E. Wilsey, personally appeared Robert G. McArthur known to me to be the Vice President ~~respectively~~ of Western Title Insurance Company, the Corporation that executed the within instrument, and acknowledged to me that said Corporation executed the same.

Leora E. Wilsey
LEORA E. WILSEY, NOTARY PUBLIC, My Commission expires July 11-1963.

State of California, County of Alameda } ss
On this 1st day of December, 1961, before me, FRANK R. FRANCE, personally appeared THOMAS J. WATSON, known to me to be the person whose name is subscribed to the foregoing statements and acknowledged that he executed same.

Frank R. France
FRANK R. FRANCE NOTARY PUBLIC, My commission expires 7/18/62.

I, A.J. VANDENBERG, hereby certify that I am a Civil Engineer registered in the State of California; that this map correctly represents a survey made by me or under my direction in November 1961, that the survey is true and correct as shown; and that the survey monuments shown hereon actually exist as indicated and are sufficient to enable the survey to be retraced.

A. Vandenberg
A.J. VANDENBERG, Registered Civil Engineer No. 7567.

I, JAMES F. FLANAGAN, County Surveyor of Plumas County, hereby certify that I have examined this final map of VISION LAKE TRACT UNIT No.1; that it conforms substantially to the Tentative Map on file; that the provisions of the Subdivision Map Act of the statutes of California and any local ordinances applicable have been complied with; and that I am satisfied that this map is technically correct.

Dec. 20, 1961

James F. Flanagan
JAMES F. FLANAGAN, Plumas County Surveyor, Reg. Civil Engineer No. 292

I, COUNTY TAX COLLECTOR AND REDEMPTION OFFICER of Plumas County, California, hereby certify that there are no unpaid taxes or tax liens or assessments against the land within the hereupon shown Vision Lake Tract Unit No. 1, or unpaid State, County, Municipal, or Local taxes, or special assessments collected as taxes, except taxes or assessments which are a lien but not yet due or payable. I estimate the latter to be in an amount not to exceed $ — NONE.

Claire L. O'Rourke By Lois Alexander, Deputy
Plumas County Tax Collector and Redemption Officer.

I, COUNTY CLERK of Plumas County, hereby certify that on the 4th day of Dec., 1961, the PLUMAS COUNTY BOARD OF SUPERVISORS officially approved this final subdivision map of VISION LAKE TRACT UNIT No.1. The receipt of satisfactory security in the Tax Collector's estimated amount of $ NONE to insure payment of taxes or assessments which are a lien but not yet due or payable was acknowledged.

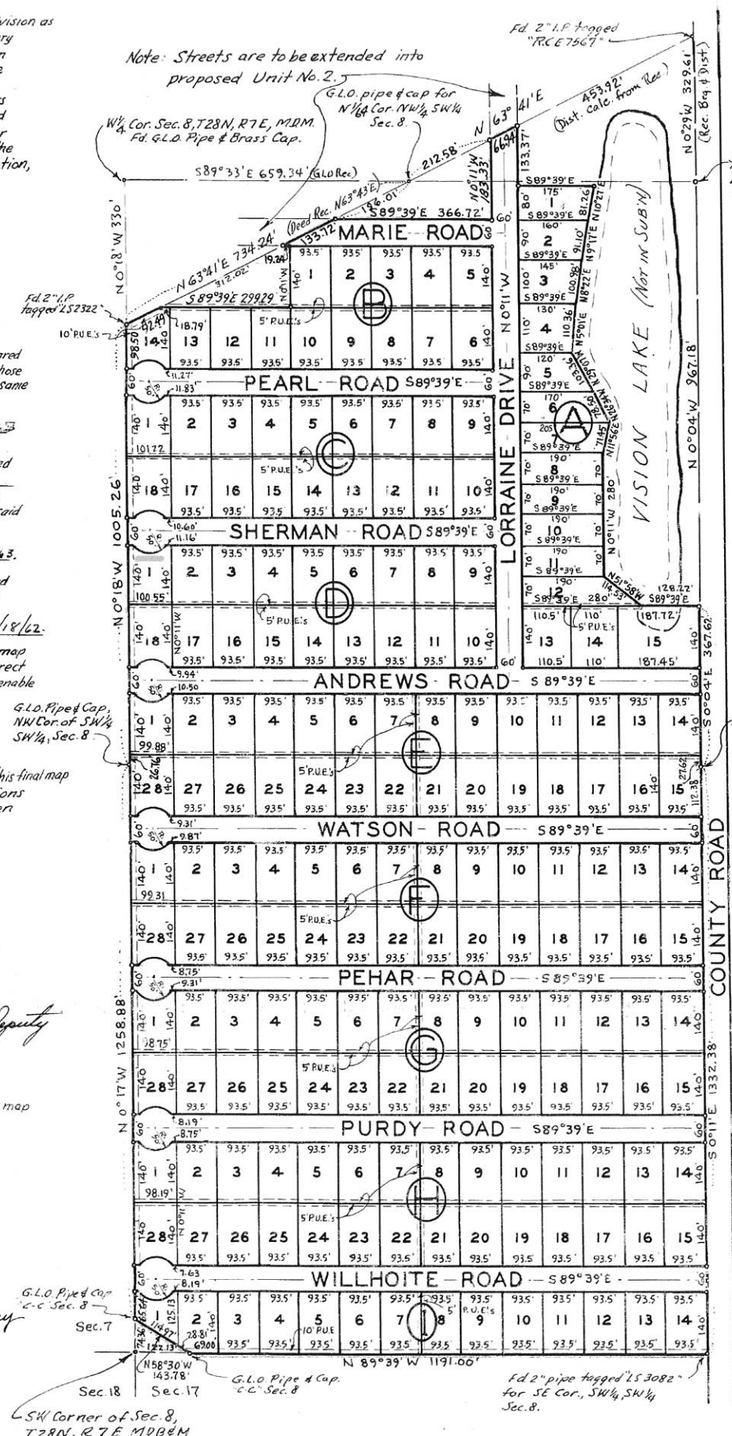
The rights of way and/or easements offered and shown or indicated on said map were accepted on behalf of the Public for County Road purposes and public utilities purposes and uses.

Lois Wehrer
County Clerk of Plumas County

FILED FOR RECORD at the request of Plumas County Abstract and Title Company this 16th day of Jan., 1962, at 26 minutes past 2 o'clock, P.M., in Book 2 of Maps at page 41

Fee: $5.00
Filing No. 2538

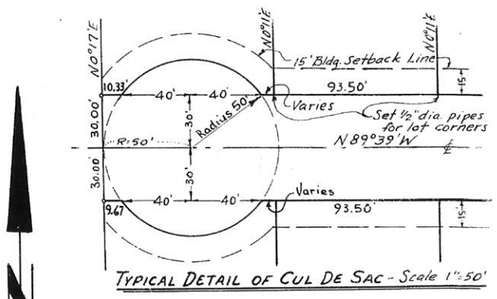
Ida Logan Gronvold
Recorder of Plumas County



LEGEND

Set ¾" dia. pipe 24" long, tagged "R.C.E. 7567", except as otherwise noted.

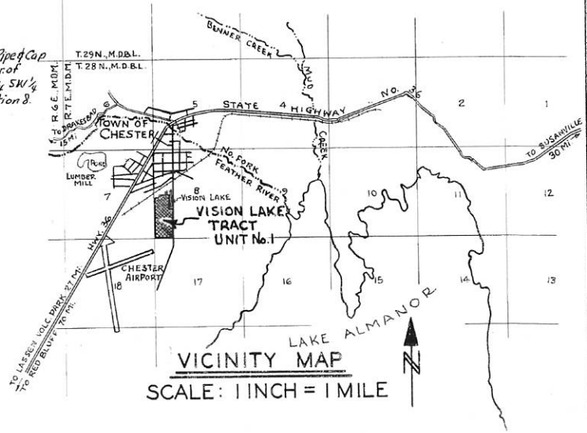
Set ½" dia pipe 24" long at all inside lot Corners.



TYPICAL DETAIL OF CUL DE SAC - Scale 1"=50'

SCALE: 1" = 200'

BEARINGS shown hereon, unless specifically noted otherwise, are based on the bearing shown for the South line of tract which is the 1929 G.L.O. survey record.



VICINITY MAP
SCALE: 1 INCH = 1 MILE

UNIT NO. 1
VISION LAKE TRACT

ADDITION TO THE TOWN OF CHESTER
PLUMAS COUNTY, CALIFORNIA
IN W½, SW¼, SECTION 8 T. 28 N., R. 7 E., MDB&M
SCALE: 1 INCH = 200 FEET
OWNER & SUBDIVIDER: ELMER E. WILLHOITE
CIVIL ENGINEER: A.J. VANDENBERG, SUSANVILLE, CALIFORNIA
SHEET 1 OF 1 SHEET

2M41

SUBDIVISION MAP OF

LAKE ALMANOR FOREST

PORTION OF SECTIONS 7 & 18, T.28N., R.7E., M.D.M.
COUNTY OF PLUMAS
SCALE: 1"=100'

LLOYD PARKER, LAND SURVEYOR

SHEET 3 OF 5

CALIFORNIA
JUNE 1979

NOTE: SEE SHEET 2 FOR NOTES.
LEGEND & BASIS OF BEARINGS

ALL RESIDENCES LOCATED UPON LOTS THAT MAY BE SUBJECT TO THE 55 OR HIGHER CNEL, SPECIFICALLY LOTS 7 THROUGH 36, WILL BE CONSTRUCTED INCORPORATING REQUIRED TO BE CONSTRUCTED IN ORDER MODERN INSULATION TECHNIQUES AND DENSITY TO A TO ATTENUATE THE NOISE CNEL. 45 DBA INTERIOR RESIDENTIAL NOISE LEVEL.

1/4 CORNER COMPUTED POSITION PER BK 2 MAPS, PG 41 NOTHING FOUND OR SET

FOUND 2"LP TAGGED RCE 7367

S 1/16 CORNER S.17 - S.18 FOUND 3/4" IRON BAR @ 2'E, 0.1.0. BRASS DISC

BK. 2 MAPS PG. 41

PHILLIPSVILLE ROAD

PEARL ROAD

ANDREWS ROAD

SHERMAN ROAD

WATSON ROAD

PURDY ROAD

PEHAR ROAD

CEDAR WAY

FENCE

CENTER LINE OF 3 RAIL TRACK

EXISTING 3 RAIL TRACK REMOVED

LEACH LAKE EXCLUSION AREA (GREENBELT)

LOT A
17.732 ACRES

END OF TRACK

SCALE: 1"=100'

SEE SHEET 4

SEE SHEET 2

4M153

PLUMAS COUNTY PLANNING & BUILDING SERVICES

PLANNING DEPARTMENT
INTERIM ZONING ADMINISTRATOR GRAHAM
jimgraham@countyofplumas.com

February 21, 2024

MEMORANDUM

TO: John Mannle, Director of Public Works

FROM: Jim Graham, Interim Zoning Administrator

CC: Tracey Ferguson, Planning Director
Evan Hasse, Sr. Engineering Technician

RE: Vacation (Abandonment) of 602 Sherman Road (APN 100-311-001-000), Chester Cul-de-Sac Fronting Property
General Plan Conformity Determination Under California Government Code Section 65402(a)

This memorandum is in response to the Public Works letter dated February 8, 2024, requesting the Plumas County Zoning Administrator (Planning Department) review the Vacation (Abandonment) of the cul-de-sac fronting the property at 602 Sherman Road, Chester, against the Plumas County General Plan to ensure there are no conflicts with the General Plan.

California Government Code Section 65402(a) states no street shall be vacated or abandoned until the planning agency makes a report on the conformity of the location, purpose, and extent of such street vacation or abandonment with the General Plan.

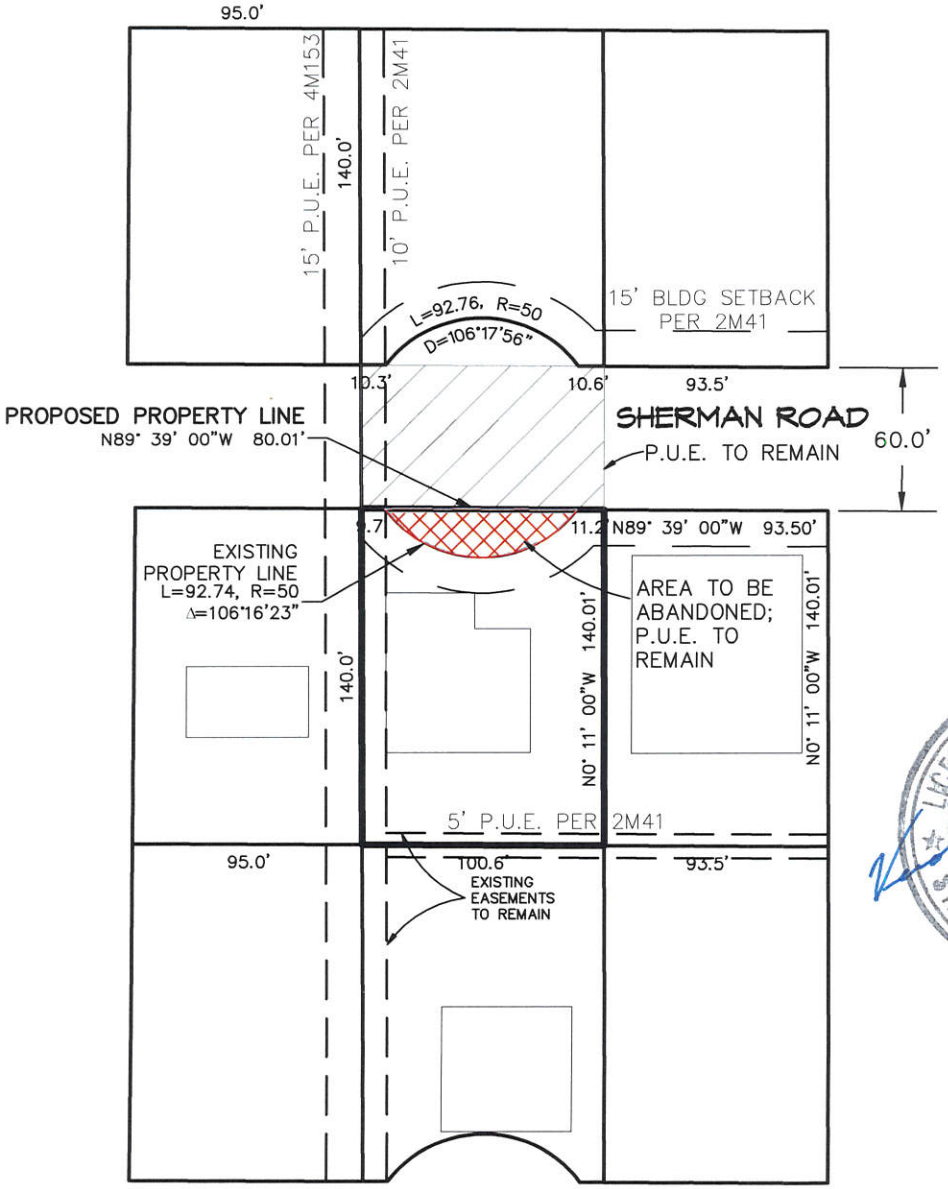
Plumas County Code Sec. 2-4.503(b) gives the Zoning Administrator the responsibility to review vacation/abandonments per California Government Code Section 65402(a) for conformity with to the County's adopted General Plan.

The area proposed for abandonment is a remnant of a circular turnaround that is no longer necessary as Sherman Road has been extended and is now a through road. See attached Exhibit A.

The Plumas County 2035 General Plan Circulation Element Policy 4.1.3, Required Roadway Access, states, "The County shall require that every parcel created, and all developments are provided with roadway access that will accommodate the permitted density and intensity of development..."

Upon evaluation of APN 100-311-001-000 (subject parcel of Abandonment application) access is preserved along the frontage of the subject parcel. Therefore, pursuant to California Government Code Section 65402(a) the vacation (Abandonment) of the cul-de-sac fronting the property at 602 Sherman Road, Chester, is in conformity with the Plumas County 2035 General Plan.

Received by Plumas County Engineering
02/05/2024





VICINITY MAP
(NOT TO SCALE)

LICENSED LAND SURVEYOR
VERNON H. TEMPLETON
No. 4647
Exp. 9-30-24
STATE OF CALIFORNIA
2/1/24

SCALE: 1"=80'

Exhibit A

PROPOSED ABANDONMENT FOR

COREY & NICOLE BUCKLEY

602 SHERMAN ROAD

CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

NOTICE OF PUBLIC HEARING
PLUMAS COUNTY, CALIFORNIA
April 2nd, 2024

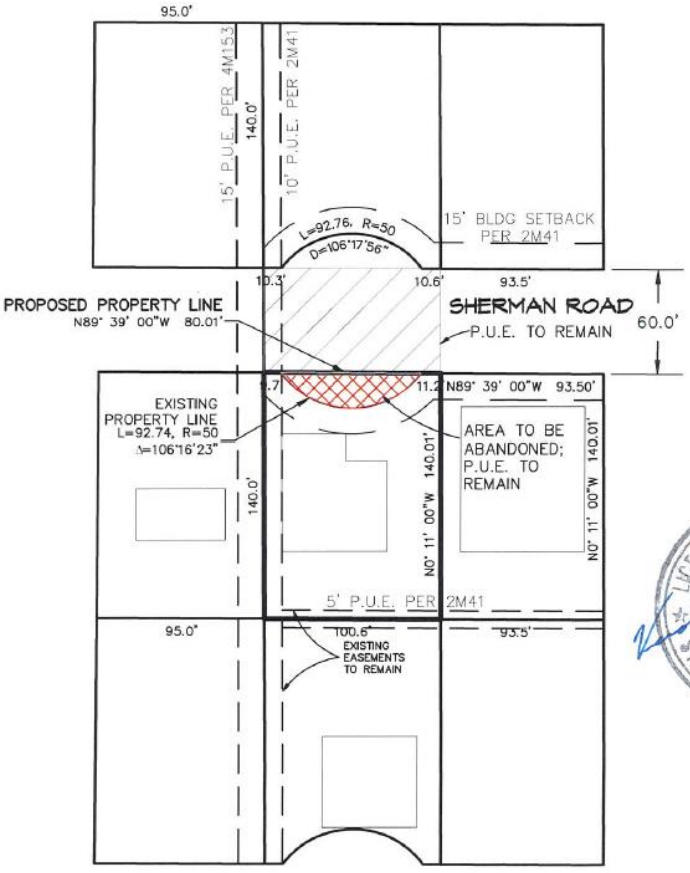
PROPOSED VACATION OF
A Portion of a Cul-de-Sac along Sherman Road, Chester, CA

Notice is hereby given that the Plumas County Board of Supervisors, pursuant to California Streets and Highways Code Section 8324, will hold a public hearing in the Board of Supervisors Room, Plumas County Courthouse, 520 Main Street, Room 308, Quincy, CA 95971 on the 16th day of June 2024, at 10:00 a.m. to consider adoption of a resolution abandoning a portion of the Cul-de-Sac along Sherman Road, Chester, CA. If you have any questions concerning the proposed abandonment, please contact Evan Hasse at (530) 283-6209.

John Mannle, P.E.
Director of Public Works, and
Plumas County Road Commissioner



VICINITY MAP
(NOT TO SCALE)





SCALE: 1"=80'

PROPOSED ABANDONMENT FOR
COREY & NICOLE BUCKLEY
602 SHERMAN ROAD
CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

Recorded at the request of & mail to:
Plumas County Department of Public Works
1834 E Main Street
Quincy, CA 95971

No Recording Fee Per Streets and Highways Code 8336

RESOLUTION NO. 24-_____

A RESOLUTION VACATING THE SOUTHERN PORTION OF THE CUL-DE-SAC AS SHOWN ON THE VISION LAKE TRACT UNIT 1 SUBDIVISION MAP (2 M 41) FRONTING THE RESIDENTIAL ADDRESS OF 602 SHERMAN RD., CHESTER, CA

WHEREAS, after notice duly given, a public hearing was held on the 16th day of April 2024, on a resolution of intention, adopted the 2nd day of April 2024, by this Board, to abandon a portion of cul-de-sac and roadway easement adjacent to the residential address of 602 Sherman Road., Chester, County of Plumas, State of California; and

WHEREAS, the adjoining property owner of the proposed vacation area is requesting that Plumas County vacate its rights to the existing roadway; and

WHEREAS, the proposed vacation is a redundant portion of the road system and will not adversely affect the ability for Plumas County to properly manage and maintain the remaining alignment of Sherman Road.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, finds that Section 8333 of the Streets and Highways Code is applicable and that the subject roadway right of way specifically described in Exhibit "A" and as shown on the attached plat, Exhibit "B", is hereby vacated due to this portion no longer being needed.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall cause a certified copy of this Resolution to be recorded as provided in Section 8336 of the Streets and Highways Code.

BE IT FURTHER RESOLVED that from and after the date of this Resolution being recorded, the subject right of way no longer constitutes a public street or highway.

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 _____, 2024 by the following vote:

AYES: Supervisor(s)

NOES: None

ABSENT: None

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

Exhibit "A"

Description for Abandonment

That portion of Sherman Road as shown on that map of Unit 1, Vision Lake Tract, filed January 16, 1962 in Book 2 of Maps at Page 41, Plumas County Records, described as follows:

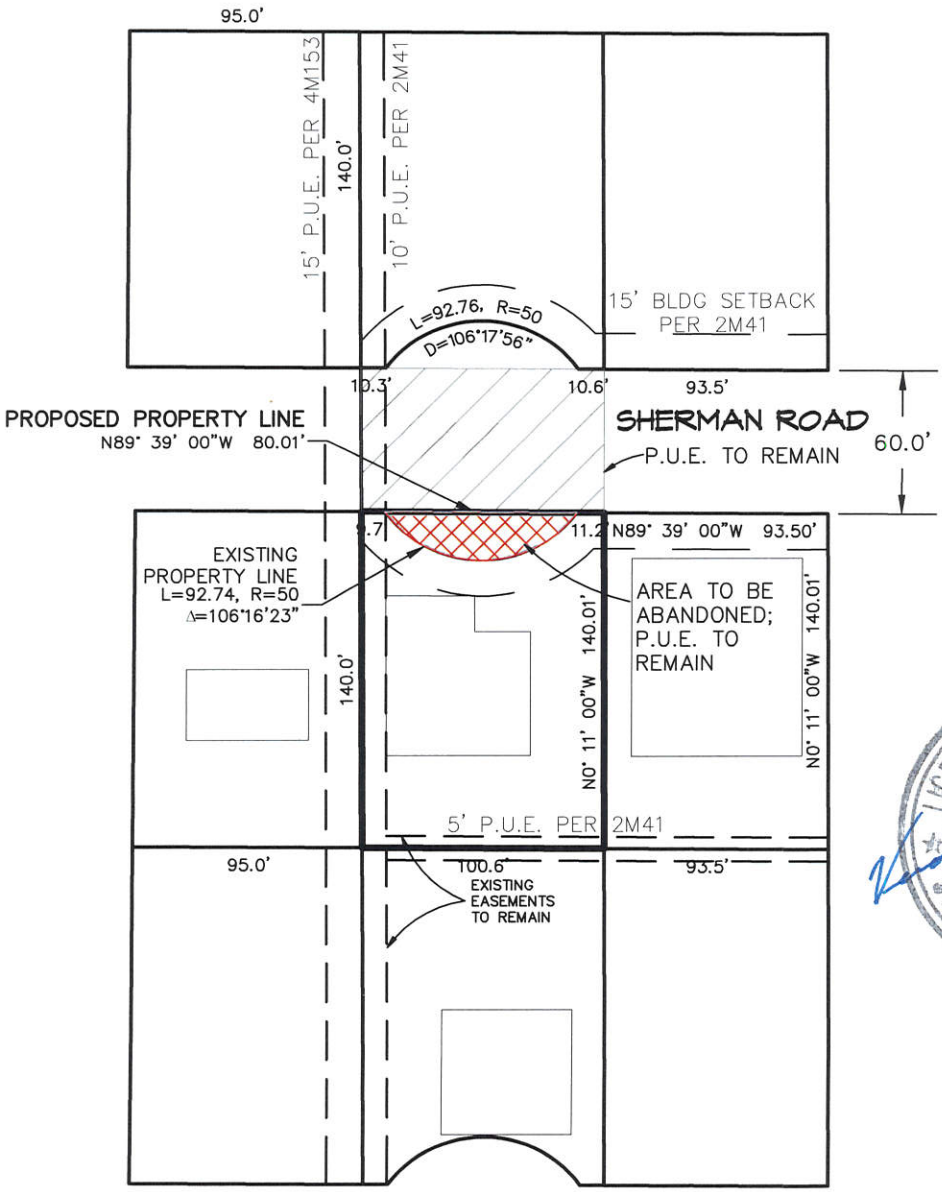
Beginning at a point on the North line of Lot 1 in Block D in said Unit No. 1, Vision Lake Tract, distant thereon S 89°39' E 9.67 feet from the Northwest corner of said Lot 1; thence S 89°39' E 80.01 feet to a point which bears N 89°39' W 11.16 feet from the Northeast corner of said Lot 1; thence along the southerly right-of-way of said Sherman Road along a curve to the right whose radius point bears N 52°47'12" W 50.00 feet through a central angle of 106°16'23" an arch length of 92.74 feet to the point of beginning.

RESERVING pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company and Frontier, a Citizens Communication Company, the permanent easement and the right at any time, and from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), maintain, remove, inspect and use public utility facilities, including, but not limited to electric, gas and communication facilities, including ingress to and egress from the public utility facilities, and also the right to trim and cut down trees and other vegetation that may be a hazard to the public utility facilities and the area shall be kept open and free of buildings, structures, wells or other obstructions.



2/1/24

Exhibit "B"





VICINITY MAP
(NOT TO SCALE)

LICENSED LAND SURVEYOR
VERNON H. TEMPLETON
No. 4647
Exp. 9-30-24
STATE OF CALIFORNIA

2/1/24

SCALE: 1"=80'

Exhibit "B"

PROPOSED ABANDONMENT FOR

COREY & NICOLE BUCKLEY

602 SHERMAN ROAD

CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cashman Equipment Company, LLC, dba Empire Southwest, a wholly owned subsidiary of the Whiteman Family Corp Company, who will provide heavy equipment and vehicle repair as needed upon request; effective January 1, 2024; not to exceed $200,000.00; (No General Fund Impact) funded via service contract**

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 ratify and sign a service agreement with Cashman Equipment Company, LLC, dba Empire Southwest, a wholly owned subsidiary of the Whiteman Family Corp Company in the amount of Two Hundred Thousand Dollars and 00/100 ($200,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to repair and maintain its heavy equipment on its maintenance fleet. The Department is seeking a new contract with this vendor to continue said maintenance of its fleet.

The attached purchase agreement has not been reviewed but not approved as to form by County Counsel. County Counsel will provide additional information at the meeting.

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

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cashman Equipment Company, LLC, dba Empire Southwest, a wholly owned subsidiary of the Whiteman Family Corp Company, who will provide heavy equipment and vehicle repair as needed upon request, retroactive to January 1, 2024; not to exceed Two Hundred Thousand Dollars and 00/100 ($200,000.00); No General Fund Impact.

Fiscal Impact:

No impact to General Fund. Fund via Service Agreement.

Attachments:

1. Cashman Contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and **Cashman Equipment Company, LLC, dba Empire Southwest**, **a wholly owned subsidiary of the Whiteman Family Corp**. (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. Any services provided by Contractor are governed by Contractor's Terms and Conditions of Sales and Service ("T&Cs"), which are available here: https://www.empire-cat.com/legal/sales-service-terms-conditions, (attachment A) and which are incorporated herein as part of this Agreement. To the extent any term of this Agreement and any term of the T&Cs conflict, the term of this Agreement shall control.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Two Hundred Thousand Dollars and No/100 ($200,000.00)**.

3. Term. The term of this Agreement shall be from January 1, 2024 through December 31, 2027; unless terminated earlier as provided herein.

   County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2024 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 labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. County acknowledges that Contractor is not the manufacturer of goods or parts, and that most new and remanufactured Cat parts have a twelve (12) month warranty period from the date of purchase. As such, the only warranty passing to County for parts is any such manufacturer warranty to the extent permitted by the terms of such warranty. 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"), to the extent arising out of or are in any way connected to the work covered by this Agreement and are 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:

Cashman Equipment Company, LLC dba Empire Southwest
600 Glendale Avenue
Sparks, NV 89431
Attn: Legal Department

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: **COUNTY:**

Cashman Equipment Company, LLC, dba Empire Southwest, a Nevada limited liability company
By:_____
Name: Chris Zaharis
Title: Executive Vice President
Date signed:

By:_____
Name: Brian Hansen
Title: Secretary
Date signed

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

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

_____
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:

_____
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

1. Contractor will provide repair services to County heavy equipment and vehicles on an as-needed basis upon request of the County.

2. All work shall be provided in accordance with industry standards for high-quality heavy equipment and vehicle repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at $168.00 per hour.

2. All prices for parts shall be at or below Contractor's standard rates for such services.

3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at anytime Contractor believes that repairs will cost more than the county-authorized written estimate, Contractor shall provide a received written estimate to County and obtain County's authorization prior to continuing repairs.

4. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve and authorize Chair to sign letter of support for Assembly Bill 2902 which would indefinitely extend Plumas County's rural exempt status as well as provide other important flexibility for other aspects of SB 1383 implementation. The draft letter has been reviewed and approved as to form by County Counsel. No General Fund impact.**

Recommendation:
Solid Waste Staff respectfully recommend that the Board authorize the Chair to sign the attached letter of support for AB 2902.

Background and Discussion:
SB 1383 is a California Senate Bill, intended to reduce the amount of food waste disposed of in California landfills. This Bill creates several implications for both Plumas County residents and County Government Agencies. In 2022, Plumas County applied for, and received an exemption from mandatory curbside collection of organic waste under SB 1383. As it stands, this exemption is set to expire on December 31st, 2026, however; California Assembly Bill 2902 (AB2902), if approved, would indefinitely extend Plumas County's rural exempt status as well as provide other important flexibility for other aspects of SB 1383 implementation.

This extension and flexibility are crucial for helping Plumas County to stay in compliance with SB 1383 as well as to keep resident's curbside waste collection rates lower by ensuring that Plumas County is not mandated to provide curbside organic waste collection. The draft letter has been approved as to form by county Counsel.

Action:

Approve and authorize Chair to sign letter of support for Assembly Bill 2902 which would indefinitely extend Plumas County's rural exempt status as well as provide other important flexibility for other aspects of SB 1383 implementation. The draft letter has been reviewed and approved as to form by County Counsel. No General Fund impact.

Fiscal Impact:

No impact General Fund.

Attachments:
1. AB 2902 Letter of Support FINAL
2. AB 2902 Factsheet - Organic Waste Recycling Right-Sizing and Flexibility

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

April 2, 2024

The Honorable Jim Wood
Member, California State Assembly
1021 O Street, Room 8320
Sacramento, CA 95814

RE: Assembly Bill 2902 – Support

Dear Assembly Member Wood:

On behalf of the County of Plumas, we are pleased to support your Assembly Bill 2902, regarding organic waste management. Many of the requirements put in place by SB 1383 fail to account for the unique challenges faced by rural communities such as Plumas County. The flexibility provided by AB 2902 will be highly beneficial to the residents of Plumas County.

Assembly Bill 2902 provides additional flexibility to local governments implementing the state's SB 1383 organic waste diversion objectives. SB 1383 requires the state to reduce landfill disposal of organic waste 75 percent by 2025. CalRecycle's implementing regulations impose many costly new requirements on local governments. Many of those requirements are generally tailored to the solid waste collection system that exists in urban areas. The greatest implementation challenges and highest rate increases will occur in rural and sparsely populated areas of the state.

AB 2902 extends the *existing* rural exemption for the state's 19 counties with fewer than 70,000 residents (and cities within those counties)[1]. Under CalRecycle's SB 1383 regulations, this rural exemption expires December 31, 2026 and cannot be extended. At that time, rural counties will have to comply with SB 1383's collection and procurement obligations, which are ill-suited for the remote and rural nature of those counties and will result in disproportionately high compliance costs relative to the amount of organic waste diverted or procured. In light of these challenges, AB 2902 appropriately extends the current exemption. As such, rural jurisdictions will continue to be exempt from collection and procurement requirements, but will still have to implement SB 1383's edible food recovery, recycled paper procurement, and model water efficient landscaping requirements.

AB 2902 creates a pathway for smaller counties to innovate, seeks to increase local benefits from edible food recovery programs, sustains the use of organics for local animal feed practices, and facilitates the development of smaller-scale community composting programs.

[1] Lake, San Benito, Tehama, Tuolumne, Calaveras, Siskiyou, Amador, Lassen, Glenn, Del Norte, Colusa, Inyo, Plumas, Mariposa, Trinity, Mono, Modoc, Sierra, and Alpine Counties.

For these reasons, we are pleased to support AB 2902. If you should have any questions, please do not hesitate to contact us.

Sincerely,

PLUMAS COUNTY
BOARD OF SUPERVISORS

By:

_____
Greg Hagwood, Chair of the Board of Supervisors

cc: The Honorable Brian Dahle, Member, California State Senate
The Honorable Isaac Bryan, Chair, Assembly Natural Resources Committee

Assembly Bill 2902 – Organic Waste Recycling: Right-Sizing and Flexibility

Assemblymember Jim Wood

THE PROBLEM

The landmark organic waste reduction law, SB 1383 (Lara, 2016), requires the state to reduce landfill disposal of organic waste 75 percent below 2014 levels by 2025. Local governments are working hard to implement SB 1383, but California is not a one-size-fits-all state and there is no single solution to achieving the state's organic waste reduction goals. The state's smallest counties are exempted from certain aspects of SB 1383 through 2026, but they face the greatest financial and practical implementation challenges if their exemptions sunset.

Without changes to increase flexibility and recognize the challenges faced by smaller, rural communities, those jurisdictions will be required to make significant investments resulting in substantial fee increases to residents that are disproportionate to the amount of organic waste diverted.

This bill would simply provide smaller counties more flexibility to develop and implement organic waste diversion and recycling programs that are tailored to meet the needs of their communities.

BACKGROUND

SB 1383 regulations impose significant obligations on local governments. The greatest implementation challenges and highest rate increases will occur in rural and sparsely populated areas. While the regulations are generally tailored to work within the solid waste collection systems of urban areas, they are not well suited and provide little flexibility to meet the needs and challenges of lower population and rural areas.

In its recent evaluation of SB 1383, the Little Hoover Commission recommended creating pathways for development of smaller scale independent community composting operations. These types of businesses can plug gaps that may exist in existing organic waste collection systems and may be more suitable in smaller, rural areas where traditional collection and larger-scale processing are not financially feasible. In the past, CalRecycle has developed alternative model ordinances that can be adopted by local governments and statewide guidance could be helpful, especially for smaller and less-resourced jurisdictions.

SB 1383 requires the state to increase the amount of edible food recovered for human consumption. An unanticipated result is that some larger generators are no longer donating their foods to local food assistance and animal feed operations. Instead, larger generators now often backhaul edible food to warehouses several hours away where it is separated into what can be donated to food assistance programs and what should go to the landfill. The unfortunate result is an erosion of local benefits.

Most landfills are required to install methane capture and control infrastructure, but some emissions continue and leaks can develop. California's Pollution Control Financing Authority and the Infrastructure and Economic Development Bank can provide low-interest loans and financial tools to assist public and private landfill owners to further reduce emissions at their facilities; however, it is unclear how well known those programs are.

BILL SUMMARY

This proposal right-sizes and increases flexibility for smaller and rural local governments to comply with SB 1383 organic waste recycling regulations, facilitates smaller scale community composting programs, asks CalRecycle to recognize local government efforts to keep forest and agricultural waste out of landfills, increases local benefits of edible food recovery programs, and encourages education opportunities for landfill owners to reduce the escape of methane emissions.

STATUS

Assembly Rules

SUPPORT

Rural County Representatives of California (Sponsor)

FOR MORE INFORMATION

Franklin Porter, Legislative Director
Office of Assemblymember Jim Wood
916-319-2002 | Franklin.Porter@asm.ca.gov



PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69 for FY 2022/23.

Background and Discussion:
The budget unit was not set up during the FY 2022/23 budget cycle. Requesting supplemental budget increases to reconcile budget set up for accounting purposes in revenues and expenditures of $79,043.86 for the CDBG-Cares Grant (Fund 0058, Org. 20585) increasing:
Account 44027 (State Grant) by $59,276.57;
Account 44028 (State Grant Revenue) by $19,767.29;
Account 52190 (Professional Services) by $65,624.17; and
Account 58000 (Transfer Out) by $13,419.69.

Action:

Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69 for FY 2022/23.

Fiscal Impact:

Supplemental Budget for FY 2022/23 increasing revenues and expenditures $79,043.86 for the CDBG-Cares Grant (Fund 0058, Org. 20585).

Attachments:
1. Planning_FY22-23_Supp_CDBG Cares

FY 2022/23

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CDBG-Cares Dept. No: 20585 Date 2/23/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0058	2058544	44027	State Grant	59,276.57
0058	2058544	44028	State Grant Revenue	19,767.29
			Total (must equal transfer to total)	79,043.86

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0058	2058552	52190	Professional Services	65,624.17
0058	2058558	58000	Transfer Out	13,419.69
			Total (must equal transfer to total)	79,043.86

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED
FEB 28 2024
PLUMAS COUNTY
AUDITOR CONTROLLER

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

A) See attached memo.

B) _____

C) _____

D) _____

Approved by Department Signing Authority: Tracy Ferguson 2/27/24

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us

February 27, 2024

TO: The Honorable Board of Supervisors

FROM: Tracey Ferguson, Planning Director T.F.

SUBJECT: Agenda request for March 12, 2024

RE: Supplemental Budget for **FY 2022/23** increasing revenues and expenditures $79,043.86 for the CDBG-Cares Grant (Fund 0058, Org. 20585)

Recommended Action

Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69.

Background

The budget unit was not set up during the FY 2022/23 budget cycle. Requesting supplemental budget increases to reconcile budget set up for accounting purposes in revenues and expenditures of $79,043.86 for the CDBG-Cares Grant (Fund 0058, Org. 20585) increasing:

Account 44027 (State Grant) by $59,276.57;

Account 44028 (State Grant Revenue) by $19,767.29;

Account 52190 (Professional Services) by $65,624.17; and

Account 58000 (Transfer Out) by $13,419.69.

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86 for FY 2022/23; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86 for FY 2022/23.

Background and Discussion:
The total SB2 Grant budget of $160,000.00 was budgeted under FY 2023/24. Because the FY 2022/23 budget has not closed to-date, revenues and expenditures that occurred in FY 2022/23 are able to be processed for the correct FY. Requesting supplemental budget to allocate the amount of revenues and expenditures for FY 2022/23 increasing:
Account 44027 (State Grant) by $46,700.36;
Account 52190 (Professional Services) by $43,039.50; and
Account 58000 (Transfer Out) by $3,660.86.

Action:

Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86 for FY 2022/23.

Fiscal Impact:

Supplemental Budget for FY 2022/23 increasing revenues and expenditures $46,700.36 for the SB2 Grant (Fund 0050, Org. 20495).

Attachments:
1. Planning_FY22-23_Supp_SB2 Grant

FY 2022/23

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: SB2 Grant Dept. No: 20495 Date 2/23/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0050	2049544	44027	State Grant	46,700.36
			Total (must equal transfer to total)	46,700.36

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0050	2049552	52190	Professional Services	43,039.50
0050	2049558	58000	Transfer Out	3,660.86
			Total (must equal transfer to total)	46,700.36

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED

FEB 28 2024

PLUMAS COUNTY

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

A) See attached memo.

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____ 2/27/24

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us

February 27, 2024

TO: The Honorable Board of Supervisors

FROM: Tracey Ferguson, Planning Director

SUBJECT: Agenda request for March 12, 2024

RE: Supplemental Budget for **FY 2022/23** increasing revenues and expenditures $46,700.36 for the SB2 Grant (Fund 0050, Org. 20495)

Recommended Action

Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86.

Background

The total SB2 Grant budget of $160,000.00 was budgeted under FY 2023/24. Because the FY 2022/23 budget has not closed to-date, revenues and expenditures that occurred in FY 2022/23 are able to be processed for the correct FY. Requesting supplemental budget to allocate the amount of revenues and expenditures for FY 2022/23 increasing:

Account 44027 (State Grant) by $46,700.36;

Account 52190 (Professional Services) by $43,039.50; and

Account 58000 (Transfer Out) by $3,660.86.

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**Approve the Homeless Housing, Assistance and Prevention Program (HHAP), Round 5 Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and the City of Redding (as the Administrative Entity for the NorCal Continuum of Care; approved as to form by County Counsel; No General Fund Impact; discussion and possible action.**

Recommendation:
Approve HHAP Round 5 Joint Application and Regional Coordination MOU.

Background and Discussion:
The State of California Interagency Council on Homelessness ("Council") issued the Homeless Housing, Assistance and Prevention Round 5 ("HHAP-5") Notice of Funding Availability ("NOFA") dated September 29, 2023, as authorized by Assembly Bill 129 which was signed into law by Governor Gavin Newsom on July 10, 2023. Through this NOFA, block grants have been made available to all California Counties and all California Continuums of Care (hereinafter referred to collectively as "jurisdictions") for the purpose of addressing homelessness within their geographic coverage areas.

Geographic coverage areas or regions, defined by Council as a county and the Continuum of Care within it, are required to apply together for HHAP-5 and jointly complete a Regionally Coordinated Homelessness Action Plan ("the Plan"). Each of the Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou (collectively as "Counties", individually as "County") and the NorCal Continuum of Care ("Continuum of Care" or "CoC") are the eligible applicants and are defined as one region. Each eligible applicant may receive their allocation directly from Council and serve as their own Administrative Entity ("AE") to receive and expend funding for the jusisdiction, or they may designate an eligible applicant in their region to serve as their AE. This indicates to the Council which eligible applicant will enter into a contract with the State to receive and administer allocations.

Through the MOU, the Counties and the Continuum of Care agree:

1. To submit a joint application for HHAP-5 funds through the Plan.
2. To administer the Continuum of Care's allocation of HHAP-5 funds, and the County allocations of HHAP-5 funds for Modoc, Plumas and Sierra Counties through the City of Redding, the AE for the Continuum of Care.
3. That County allocations of HHAP-5 funds for Del Norte, Lassen, Shasta and Siskiyou Counties will be individually administered by each of these counties.

The MOU sets forth roles and responsibilities of the Counties, the Continuum of Care, and The City of Redding as the AE for the submission of the Plan, local administration of funds, oversight of fiscal and programmatic aspects of use of HHAP-5 funds and local collaboration on the implementation of the Plan.

This MOU commits each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan.

The County of Plumas hereby agrees to:

1. Receive its county HHAP-5 allocation of $184,869.66 and authorize the allocation to be administered by The City of Redding, as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to the MOU as Exhibit A.
3. Collaborate with the Cal Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Plumas County's portion of the CoC's HHAP-5 allocation, as well as Plumas' county HHAP-5 allocation to the City of Redding on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

Plumas Crisis Intervention & Resource Center (PCIRC) is Plumas County's subrecipient for the HHAP-5 funding, with the objective to spend the funds on 'operating subsidies' for The North Star Navigation Center. 7% administration fee would be paid to the City of Redding.

Action:

Approve HHAP Round 5 Joint Application and Regional Coordination MOU.

Fiscal Impact:

No General Fund Impact; grant funded.

Attachments:

1. 24-167_NorCal CoC_MOU FINAL_Exhibit A_Action Plan

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM, ROUND 5 JOINT APPLICATION AND REGIONAL COORDINATION MEMORANDUM OF UNDERSTANDING

Between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and The City of Redding (as the Administrative Entity for the NorCal Continuum of Care)

A. BACKGROUND

The State of California Interagency Council on Homelessness ("Council") issued the Homeless Housing, Assistance and Prevention Round 5 ("HHAP-5") Notice of Funding Availability ("NOFA") dated September 29, 2023 as authorized by Assembly Bill 129 which was signed into law by Governor Gavin Newsom on July 10, 2023. Through this NOFA, block grants have been made available to all California Counties and all California Continuums of Care (hereinafter referred to collectively as "jurisdictions") for the purpose of addressing homelessness within their geographic coverage areas.

B. PURPOSE OF THE AGREEMENT

Geographic coverage areas or regions, defined by Council as a county and the Continuum of Care within it, are required to apply together for HHAP-5 and jointly complete a Regionally Coordinated Homelessness Action Plan ("the Plan"). Each of the Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou (collectively as "Counties", individually as "County") and the NorCal Continuum of Care ("Continuum of Care" or "CoC") are the eligible applicants and are defined as one region. Each eligible applicant may receive their allocation directly from Council and serve as their own Administrative Entity ("AE") to receive and expend funding for the jusisdiction, or they may designate an eligible applicant in their region to serve as their AE. This indicates to the Council which eligible applicant will enter into a contract with the State to receive and administer allocations.

Through this agreement, the Counties and the Continuum of Care agree:

1. to submit a joint application for HHAP-5 funds through the Plan.
2. to administer the Continuum of Care's allocation of HHAP-5 funds, and the County allocations of HHAP-5 funds for Modoc, Plumas and Sierra Counties through the City of Redding, the AE for the Continuum of Care.
3. that County allocations of HHAP-5 funds for Del Norte, Lassen, Shasta and Siskiyou Counties will be individually administered by each of these counties.

This agreement sets forth roles and responsibilities of the Counties, the Continuum of Care, and The City of Redding as the AE for the submission of the Plan, local administration of funds, oversight of fiscal and programmatic aspects of use of HHAP-5 funds and local collaboration on the implementation of the Plan.

C. DECLARATIONS

1. The Counties and the Continuum of Care have a shared interest in addressing and remediating homelessness within the seven-county geographic area served by the Continuum of Care.
2. The Counties and the Continuum of Care have a longstanding history of collaborating on development and implementation of plans and strategies for addressing homelessness.
3. The Continuum of Care serves as the regional collaborative entity that makes funding determinations for many homeless assistance programs and supports the homeless service system of care in the seven-county region.
4. The intent of HHAP-5 funding is to support local jurisdictions in their unified response to reduce and address homelessness.
5. Counties and the Continuum of Care are each eligible to apply for allocations of HHAP-5 funding collectively.
6. The Counties and the Continuum of Care are required to submit a joint application for HHAP-5 funds.
7. The Plan has been developed collaboratively by the Counties and the Continuum of Care.
8. The Continuum of Care has designated The City of Redding to serve as the AE for HHAP-5 funds received by the Continuum of Care.
9. The Counties of Modoc, Plumas and Sierra have designated The City of Redding to serve as the AE for their respective County allocations of HHAP-5 funds.
10. The Counties of Del Norte, Lassen, Shasta and Siskiyou have chosen to serve as the individual AEs for their respective County allocations of HHAP-5 funds.

D. STATUTORY REQUIREMENTS

The Plan shall be reflected in a Memorandum of Understanding ("MOU") committing each signatory to participation in, and to comply with, the Plan. This MOU is intended to fulfill these statutory requirements.

E. COUNCIL MOU GUIDANCE

This MOU commits each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan and summarized below.

1. Commitments to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals

experiencing homelessness or at risk of experiencing homelessness, within the seven-county region. See Section 2.1 in the HHAP-5 the Plan.

2. Commitments to Key Actions each eligible applicant will take to improve the system performance measures. See Section 2.2 in the HHAP-5 the Plan.
3. Commitments to Key Actions each eligible applicant will take to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness. See Section 2.3 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
4. Commitments to actions each eligible applicant will take to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region. See Section 2.4 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
5. Commitments to roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness. See Section 2.5 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
6. Commitments to the roles and responsibilities of each eligible applicant to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs. See Section 2.6 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.

F. ROLES AND RESPONSIBILITIES

(a) The County of Del Norte hereby agrees to:

1. Directly administer its county HHAP-5 allocation of $957,459.26 with the Council, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 the Plan. The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Del Norte County's portion of the CoC's HHAP-5 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(b) The County of Lassen hereby agrees to:

1. Directly administer its county HHAP-5 allocation of $184,869.66 with the Council, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Lassen County's portion of the CoC's HHAP-5 allocation to the City of Redding as the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(c) The County of Shasta hereby agrees to:

1. Directly administer its county HHAP-5 allocation of $1,397,559.41 with the Council, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Shasta County's portion of the CoC's HHAP-5 allocation to the City of Redding as the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(d) The County of Siskiyou hereby agrees to:

1. Directly administer its county HHAP-5 allocation of $699,469.52 with the Council, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5

Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this MOU as Exhibit A.

3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Siskiyou County's portion of the CoC's HHAP-5 allocation to the City of Redding as the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(e) The County of Modoc hereby agrees to:

1. Receive its county HHAP-5 allocation of $37,249.86 and authorize the allocation to be administered by The City of Redding as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Cal Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Modoc County's portion of the CoC's HHAP-5 allocation, as well as Modoc's county HHAP-5 allocation to the City of Redding as the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(f) The County of Plumas hereby agrees to:

1. Receive its county HHAP-5 allocation of $184,869.66 and authorize the allocation to be administered by The City of Redding, as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Cal Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county

region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.

4. Provide fiscal and programmatic reports regarding use and expenditure of Plumas County's portion of the CoC's HHAP-5 allocation, as well as Plumas' county HHAP-5 allocation to the City of Redding on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(g) The County of Sierra hereby agrees to:

1. Receive its county HHAP-5 allocation of $16,555.55 and authorize the allocation to be administered by The City of Redding, as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Sierra County's portion of the CoC's HHAP-5 allocation, as well as Sierra's county HHAP-5 allocation to the City of Redding as the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by The City of Redding as the AE for submission to the State of California for the HHAP-5 program.

(h) The Continuum of Care hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this MOU as Exhibit A.
2. Publish and maintain the proposed, approved, and amended versions of the Plan on its internet website.
3. Collaborate with the Counties and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.

4. Provide ongoing oversight of fiscal and programmatic management of HHAP-5 funds administered through The City of Redding as the AE.

(i) The City of Redding hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this MOU as Exhibit A.
2. Coordinate activities necessary to applying for and receiving HHAP-5 funds, including coordinating and submitting the RCHAP.
3. Accept disbursement of and administer the CoC's HHAP-5 allocation totaling $3,625,173.51.
4. Accept disbursement of and administer the county HHAP-5 allocations for Modoc, Plumas and Sierra Counties totaling $238,675.07
5. Verify and retain documentation of HHAP-5 uses and expenditures as required by the State of California and the HHAP-5 program.
6. Respond appropriately to any program-specific audit or monitoring requests from the HHAP-5 program, the Counties or any other relevant authority.
7. Generate and submit all fiscal and programmatic reports required by the HHAP-5 program, submitting these to the Continuum of Care Executive Board for review prior to submission to the State of California.

This agreement shall commence upon the date signed and shall terminate on October 1, 2028 or until all obligations to the HHAP-5 program have been fulfilled.

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the NorCal Continuum of Care:

_____ _____

Kristen Schreder, CoC Executive Board Chair Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Del Norte:

_____ _____

[NAME AND TITLE] Date

Approved as to form:

_____ _____

[NAME AND TITLE] Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Lassen:

_____ _____

[NAME AND TITLE] Date

Approved as to form:

_____ _____

[NAME AND TITLE] Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Modoc:

_____ _____

[NAME AND TITLE] Date

Approved as to form:

_____ _____

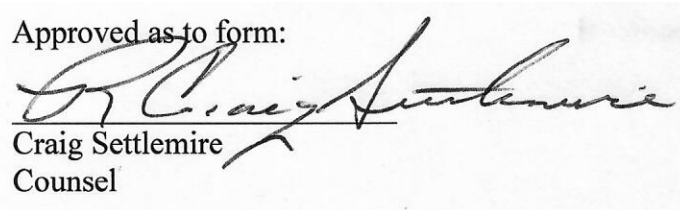
[NAME AND TITLE] Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Plumas:

_____ _____

Greg Hagwood, Chair of the Board of Supervisors Date



3/20/2024

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For The County of Shasta:

_____ _____

[NAME AND TITLE] Date

Approved as to form:

_____ _____

[NAME AND TITLE] Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Sierra:

_____ _____

[NAME AND TITLE] Date

Approved as to form:

_____ _____

[NAME AND TITLE] Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Siskiyou:

Date:_____

_____
Michael N. Kobseff, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the City of Redding:

_____ _____

BARRY TIPPIN
City Manager Date
City of Redding
A Municipal Corporation

Approved as to form:

_____ _____

NATALIA K. EBERSOLE
Assistant City Attorney Date

EXHIBIT A: REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN

California Interagency Council on Homelessness

In partnership with the Department of Housing and Community Development

REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN AND APPLICATION TEMPLATE

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM ROUND 5 (HHAP-5)

Purpose of this Template

The California Interagency Council on Homelessness (Cal ICH) in partnership with the Department of Housing and Community Development (HCD) is providing this optional application template, inclusive of the Regionally Coordinated Homelessness Action Plan, for use by jurisdictions seeking funding under Round 5 of the Homeless Housing, Assistance and Prevention Program (HHAP-5).

This template closely mirrors the online application portal and is intended to support the regional development and submission of information required for approval by Cal ICH as required in AB 129 (Health & Safety Code § 50230, et seq.).

This template will not be collected by Cal ICH nor reviewed in lieu of an official application submission. Applicants are responsible for inputting the required information into the online application portal and submitting the official application through the portal no later than 5:00 p.m. on March 27, 2024.

- **PART I: REGIONAL IDENTIFICATION AND CONTRACTING INFORMATION**

- **PART II: REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN**
  - 2.1: Participating Jurisdictions' Roles and Responsibilities
  - 2.2 Performance Measures and Improvement Plan
  - 2.3 Equity Improvement Plan
  - 2.4 Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting
  - 2.5 Plan to Utilize Local, State, and Federal Funds to End Homelessness
  - 2.6 Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs
  - 2.7 Memorandum of Understanding
  - 2.8 Application Development Process Certification

- **PART III: FUNDING PLAN(S)**

Part I: Regional Identification and Contracting Information

1. Select the CoC Region.
2. Indicate which of the eligible applicants are participating in this HHAP-5 application.

Guidance

All overlapping jurisdictions within a region must complete a Regionally Coordinated Homelessness Action Plan and submit a single regional HHAP-5 application. For purposes of HHAP-5, the term "region" refers to the geographic area served by a ***county****, including all large cities and the CoC or CoCs within it. When multiple counties are served by the same CoC, those counties may choose to apply together or as separate county regions; however,* multi-county regions that are served by the same CoC are encouraged to apply as one region *and submit a single Regionally Coordinated Homelessness Action Plan.*

Applicants may apply together and still receive and administer funds separately.

- ***Large Cities must*** *apply as part of the regional application with the County and CoC.*
- ***Counties must*** *apply as part of a regional application with the CoC and any overlapping Large Cities.*
  - *In a multi-county CoC: Counties are strongly encouraged to apply in collaboration with other counties that are served by the same CoC.*
- ***A CoC that serves a single county must*** *apply as part of the regional application with the County and any overlapping Large Cities.*
- ***A CoC that serves multiple counties must either****:*
  - *Apply as part of the regional application with multiple Counties and any overlapping Large Cities; and/or*
  - *Participate in the regional application of* ***each*** *overlapping County and the Large Cities therein****.***

3. Indicate the Administrative Entity and provide contact information for each Eligible Applicant.

Guidance

Each eligible applicant (Large City, County, and CoC) has the discretion to receive their base allocation directly or may designate an eligible applicant in their region to serve as their Administrative Entity. This selection will indicate to Cal ICH which eligible applicant will enter into contract with the state to receive and administer each eligible applicant's HHAP-5 allocation.

The Administrative Entity is responsible for HHAP funds and meeting the terms and conditions of the contract. Broadly speaking, this means administering funds, contracting (when necessary) with sub-recipients, and reporting on HHAP-5 dollars and activities to Cal ICH.

- *If you plan to contract with the state to receive and administer* ***only*** your (single) HHAP-5 allocation, select: "Will enter into contract with the state to receive and administer their HHAP-5 allocation individually" under the contracting selection in the application.
- *If you* ***do not plan to contract with the state*** *and instead plan to identify another participating eligible applicant in the region to enter into contract with the state to receive and administer your HHAP-5 allocation, select: "Identify another participating eligible applicant in their region to enter into contract with the state to receive and administer their HHAP-5 allocation"* under the contracting selection in the application. You will then be prompted to designate the Administrative Entity from a list of eligible applicants in the region.
- *If you plan to contract with the state to* ***receive and administer multiple HHAP-5 allocations*** *within your region, select "Will enter into contract with the state to receive and administer their HHAP-5 allocation and allocation(s) from other eligible applicants in the region" under the contracting selection in the application.*

Administrative Entity Information

Participating Eligible Applicant	1. Administering only your own HHAP-5 allocation 2. Administering multiple allocations or 3. Designating a different eligible applicant as your Administrative Entity	If designating, identify the Administrative Entity that will be administering your HHAP-5 Allocation
NorCal Continuum of Care	2	(Note: the City of Redding is the Lead Agency for the NorCal CoC)
County of Del Norte	1	
County of Lassen	1	
County of Modoc	3	NorCal Continuum of Care (City of Redding)
County of Plumas	3	NorCal Continuum of Care (City of Redding)
County of Shasta	1	
County of Sierra	3	NorCal Continuum of Care (City of Redding)
County of Siskiyou	1	

Contact Information for each Eligible Applicant

Participating Eligible Applicant	Name	Title	Email	Phone Number
NorCal Continuum of Care	Shawnna Flanigan	CoC Coordinator	sflanigan@cityofredding.org	530-225-4299
County of Del Norte	Michael Coats	Housing Services Manager	michael.coats@co.del-norte.ca.us	(707) 464-7224 ext. 2565
County of Lassen	Grace Poor	Housing Program Manager	gpoor@co.lassen.ca.us	530-251-8336
County of Modoc	Carol Madison	Director, Training, Employment and Community Help, Inc.	cmadison@teachinc.org	530-233-3111
County of Plumas	Cathy Rahmeyer	Director of Operations, Plumas Crisis Intervention and Resource Center	highsierragrants@yahoo.com	530-283-5515

County of Shasta	Dwayne Green	Director of Economic Mobility	dxgreen@co.shasta.ca.us	530-245-6881
County of Sierra	Sheryll Prinz-McMillan, LMFT	Director of Behavioral Health	sprinzmcmillan@sierracounty.ca.gov	530-993-6791
County of Siskiyou	Sarah Collard PhD	Director of Health and Human Services	scollard@co.siskiyou.ca.us	530-841-4802

Part II: Regionally Coordinated Homelessness Action Plan

2.1 Participating Jurisdictions' Roles and Responsibilities

1. **First** identify and describe the specific roles and responsibilities of **each participating Eligible Applicant** in the region regarding:
   a. Outreach and site coordination;
   b. Siting and use of available land;
   c. Development of interim and permanent housing options; and
   d. Coordination and connection to the delivery of services for individuals experiencing or at risk of experiencing homelessness within the region.
2. **Then** describe and explain how all collaborating Eligible Applicants in the region are coordinating in each area.

Optional: You may also include roles and responsibilities of small jurisdictions in the region that elect to engage and collaborate on the plan.

Guidance

Each jurisdiction must identify and describe their role in the region for each table.

To add additional Jurisdictions, add rows to the bottom of each table.

Outreach and Site Coordination

Participating Jurisdictions	Role(s) and Responsibilities in Outreach and Site Coordination
NorCal Continuum of Care	Because of the vast size of the geographic area covered by the NorCal CoC (23,115 square miles, nearly the same size as the state of West Virginia) and because of the extremely rural nature of most of the counties in the CoC, the CoC does not play a role in outreach and site coordination for services, this role falls to each County and their non-profit service partners. The CoC does have a role however in the outreach and coordination of sites for the Point in Time survey, although in recent years these duties have fallen to each county who organizes its own local count. The CoC collects the data from all 7 counties and uploads it into HDX. The CoC uses the Counting Us mobile app to collect data during the PIT.
County of Del Norte	The County of Del Norte partners with CBO Del Norte Mission Possible for outreach to encampments and other locations where outreach is focused such as the Del Norte Mission Possible Navigation Center and the showers at the Del Norte Community Health Center and behind the Park City Superette.
County of Lassen	Lassen County Health and Social Services conducts, at minimum, monthly street outreach that has a focus on connecting individuals to needed resources, including health care and permanent housing. The County, through its Housing and Grants Division is working on increasing both street outreach and coordinated entry services.

County of Modoc	Outreach is conducted by T.E.A.C.H., the County CBO and coordinated with the Alturas Police Department and the Modoc County Sheriff's Department as necessary.
County of Plumas	Plumas Crisis Intervention and Resource Center (PCIRC) works in collaboration with all community partners to conduct outreach and support for high-risk individuals and families utilizing multiple funding sources to provide an array of housing services and intensive case management. Plumas County Social Services offers pass-through contracts for CalWorks HSP, Home SAFE, BFH and HDAP/TSI funding.
County of Shasta	Shasta County HHSA and the Sherriff's Department coordinate with local partners to identify areas for homeless outreach on a monthly basis. Shasta Community Health Center, Medical and Street Hill Country Wellness Center conduct street outreach ½ day per week. Crisis Intervention Response Team (CIRT) conducts street outreach in encampments. Shasta Thrive conducts outreach 2-3 days a week that includes encampments and emergency shelters. Shasta County Office of Education conducts outreach through local schools to offer emergency housing at local Motel 6 for homeless students and their families One Safe Place conducts outreach at Shasta College.
County of Sierra	Sierra County Behavioral Health coordinates with Wellness Center, local Senior Center and Social Services to identify at-risk individuals and coordinate access to services.
County of Siskiyou	Siskiyou County hired a homeless outreach worker who will conduct street outreach throughout the County. Additionally, the County contracted with the Yreka Police Department to oversee a Homeless Liaison Officer who responds to calls related to homelessness by connecting unsheltered individuals to services and resources in the City of Yreka. The Behavioral Health mobile crisis team, once implemented, will also coordinate with homeless outreach efforts throughout the County.

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to ensure comprehensive outreach and site coordination to individuals experiencing and at-risk of experiencing homelessness in the region.

Going forward, the CoC will be implementing a more coordinated approach to the PIT count. The CoC plans to hire a PIT coordinator to work with all of the 7 counties, conduct training, develop forms, provide technical assistance and oversee the entire count. Because of the vast geographic size of the NorCal CoC service area (counties and cities are hundreds of miles apart), the CoC is leaning heavily on the services offered by its HMIS/CES lead, United Way of Northern California. The United Way also serves as the 2-1-1 information service for 5 of the 7 counties in the region. The United Way has implemented a process whereby they share information among service providers in the 7 counties to refer individuals for services who are contacted during outreach and place individuals in housing, including referrals and placement across county lines when that is appropriate.

Land Use and Development

Participating Jurisdictions	Role(s) and Responsibilities in land use and development
NorCal Continuum of Care	Not applicable. Land use and development is under the purview of County and City-level planning departments.
County of Del Norte	Del Norte County's Planning Department provides all services and decision making related to land use and development in the County's unincorporated area. County-owned land will be used for an emergency shelter and micro shelter village. We recently received the approval of the Board of Supervisors for this use.
County of Lassen	Lassen County's Planning Department provides all services and decision making related to land use and development in the County's unincorporated area. This year, the Planning Department and Health and Social Services collaborated to update the County's Housing Element.
County of Modoc	Modoc County's Planning Department provides all services and decision making related to land use and development in the County's unincorporated area. The City of Alturas provides planning services within their jurisdiction.
County of Plumas	Plumas County's Planning Department provides all services and decision making related to land use and development in the County's unincorporated area. PCIRC works closely with Plumas County's Planning Director in the planning and implementation of capital facility projects to provide guidance and support in land use development.
County of Shasta	Shasta County's Planning Department provides all services and decision making related to land use and development in the County's unincorporated area. The Planning staff from the cities of Redding, Shasta Lake and Anderson provide those same services within their incorporated areas.
County of Sierra	Sierra County's Planning Department provides all services and decision making related to land use and development in the County's unincorporated area. Due to its very small size and extremely rural nature, Sierra County partners with Plumas County on developing permanent housing. The Planning staff from the cities of Loyalton (Sierra County) and Portola (Plumas County) partner within this broader geographic region.
County of Siskiyou	Siskiyou County's Community Development/Planning Department provides all services and decision-making related to land use and development in the County unincorporated area. The Planning staff from the local incorporated cities provide those same services within their jurisdictions.

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to use and develop available land to address and end homelessness in the region.

While land use and entitlement decisions are specific to each County and City/Town (due to individual General Plans and Zoning Codes), the CoC will encourage counties to share at CoC meetings how they are working within their jurisdictions to participate in land use and development decisions which support the development of affordable and permanent supportive housing. Examples include participating in local Housing Element update meetings, and proactively working with developers seeking entitlements for the development of affordable housing and with shelter operators planning new shelters.

Development of Interim and Permanent Housing Options

Participating Jurisdictions	Role(s) and Responsibilities in development of interim and permanent housing options
NorCal Continuum of Care	Some CoC member agencies are in the position of owning land that they can develop with housing or they are interested in working with other developers. These opportunities are shared at CoC meetings and they also share their experiences of developing and owning PSH and affordable housing, so that others can learn best practices and pitfalls to avoid.
County of Del Norte	Del Norte County's Department of Health and Human Services in collaboration with the City of Crescent City's Housing Authority and local CBO Del Norte Mission Possible is currently in the process of developing multiple interim and permanent housing solutions for our unhoused populations. We have applied for various grants to support these efforts. Conversion of our Homekey Project to Permanent Supportive Housing (PSH) is expected to begin in the coming months. This will add 30 permanent housing units to the county's housing stock. Each unit will have a project-based voucher. The County will also soon have its first ever year-round emergency shelter and micro shelter village which will provide a supportive environment to help people transition from homelessness to permanent, stable housing.
County of Lassen	Lassen County Health and Social Services (HSS) is responsible for affordable housing development efforts to address homelessness. HSS staff are responsible for applying for funding, issuing RFPs and working with developers and service providers.
County of Modoc	Development of Interim housing currently lies with TEACH, the local CBO
County of Plumas	As the lead social service and housing agency in Plumas County, PCIRC is in the process of developing the North Star Navigation Center (21 beds) & Ohana Village Transitional Housing (26 cabins). PCIRC is at the forefront of housing development at this time. Plumas County Behavioral Health continues to seek development of a Permanent Supportive Housing model for Plumas County.

County of Shasta	The County's affordable housing development efforts to address homelessness are centralized in the Health and Human Services Agency. The staff from this agency is responsible for applying for funding, issuing RFPs/RFQs, and working with developers and service providers. The cities of Redding, Shasta Lake City and Anderson engage in efforts to address affordable housing by applying for funding, issuing RFPs/RFQs, and working with developers and service providers.
County of Sierra	The County's affordable housing development efforts to address homelessness are centralized in the Health and Human Services Agency. The staff from this agency is responsible for applying for funding, issuing RFPs/RFQs, and working with developers and service providers.
County of Siskiyou	Siskiyou County's PSH development efforts to address homelessness are centralized in the Health and Human Services Agency. Staff from this agency are responsible for applying for funding, issuing RFPs/RFQs, and working with developers and service providers. Cities with larger homeless populations share the responsibility to support the development of affordable housing. For example, the Cities of Yreka and Mt. Shasta have demonstrated political and financial support for affordable housing development.

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to develop adequate interim and permanent housing options to address and end homelessness in the region.

As described above, in most counties in the NorCal CoC region, the responsibility for the development of interim and permanent housing solutions currently resides with the Health and Human Services Departments of each county government. For two of the counties, it is local nonprofits who are assuming this role. In all cases, it is the representatives of all of these agencies who sit on the CoC Executive Board, which guides and directs conversations and coordination about the development of housing solutions. At the meetings, the members and Board members are able to share about their current and planned projects, developers they are working with, and how they are dealing with community opposition to affordable housing. In this way, they are supporting the development of housing throughout the region.

Coordination of and Connection to Service Delivery

Participating Jurisdictions	Role(s) and Responsibilities in connection to service Delivery
NorCal Continuum of Care	CoC members that are both counties and non-profits attend the meetings to share their services programming at meetings and invite proposals through local NOFAs. The new HMIS lead agency also shares information among county members on services. The HMIS lead agency, United Way of Northern California also operates 2-1-1 resource and information referral services in all of the 7 counties except Del Norte and Sierra. This makes for a coordinated and seamless connection to services in the other 5 counties with one phone call.
County of Del Norte	The County's coordinated entry staff and housing program case managers act as liaisons, connecting unhoused individuals to services. Staff from all branches of Health and Human Services work cooperatively to streamline service connection.

County of Lassen	A variety of staff across the Health and Human Services Agency in Lassen County ensure that individuals are referred to and connected to services. These include eligibility staff who work in assistance programs like CalWORKs, case managers in social services, behavioral health and public health, and staff in the Housing and Grants Division, who oversee the Coordinated Entry System.
County of Modoc	Staff from multiple county agencies and TEACH cross refer clients to programs within behavioral health, social services, and community based organizations
County of Plumas	PCIRC is the Point of Coordinated Entry for homelessness in Plumas County. All county agencies and law enforcement ensure that individuals are referred to PCIRC for homeless and homeless prevention services.
County of Shasta	Shasta Community Health Center, Hill Country Wellness Center, New Life Discovery, Lutheran Social Services offer supportive services, case management to connect individuals to services and programs some programs use Cal AIM Community Supports. United Way of Northern California oversees Coordinated Entry System for the NorCal CoC
County of Sierra	A variety of staff across the Health and Human Services Agency in Sierra County ensure that individuals are referred to and connected to services. These include eligibility staff who work in assistance programs like CalWORKs, case managers in social services, behavioral health and public health, and staff who oversee the Coordinated Entry System.
County of Siskiyou	Siskiyou County Health and Human Services Agency strives to connect individuals to mainstream benefits as well as community resources through social workers and case managers. This responsibility is shared with other County departments when applicable (i.e. the Public Defender Social Worker) and other members of the NorCal CoC Siskiyou Advisory Board. The County contracted with a nonprofit who will run a navigation center in addition to a low-barrier shelter.

Given the individual roles and responsibilities identified above, describe how all participating jurisdictions are or will begin to coordinate to provide the full array of services, including interim and permanent housing solutions to people experiencing and at-risk of experiencing homelessness in the region.

The primary mechanism for the counties in this large geographic area to coordinate services is through the use of a single unified Coordinated Entry System. The United Way of Northern California oversees the Coordinated Entry System for the NorCal CoC. This agency also provides 2-1-1 information services (which is a one call process for individuals to be connected to a full array of needed services, including housing resources) for 5 of the 7 member counties in the NorCal CoC. This ensure that individuals are connected to the most appropriate services regardless of where they live in the region and that they are prioritized for housing based upon a consistent set of measures used throughout the CoC.

2.2 System Performance Measures and Improvement Plan

1. **First** identify the most recent system performance measures for the region.
2. **Then** describe the key action(s) the region intends to take to improve each system performance measure.

Guidance

Cal ICH shall provide each region with system performance measures by CoC, with the exception of the LA region, which will receive data from all four CoCs within LA County. Applicants must enter that data in the corresponding metrics fields in the application. Applicants should not adjust the data provided even if the geographic region of the data does not perfectly align with the participating applicant geography of this application.
*Regions must have **at least one** key action for **each** system performance measure. All columns must be filled out for each action.*
For "Funding Type" enter Federal, State, Local, or the unique funding source type.
To add additional actions or racial equity measures, add rows to the bottom of each table.
Note: While Cal ICH expects most of the disparities listed to be based on race or ethnicity, applicants may identify other populations that are also overrepresented among people experiencing homelessness in the region.
Definitions:

- ***Key Action(s)** may include a brief description of a strategic initiative or step identified to address or improve the specific system performance measure. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.*
- ***Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.*
- ***Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the system performance measure. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.*
- ***Timeframe** should include a target date for completion of the key action.*
- ***Success Measurement Method** may include a systematic approach or tool used to assess the effectiveness and impact of the key action on the performance measure. This can be quantitative measures, qualitative feedback, or any combination that provides insight into the progress and outcomes pertaining to the key action. Provide a clear description of how you plan to track and report on the success of your key action.*

SPM 1a: Number of people accessing services who are experiencing homelessness.

Measure
2,526

Key Action(s) for Improving SPM 1a

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
All counties: Develop some form of a Housing Navigation Center in every county. The scale and form will be flexible in order to account for the varied resources available in each county such as staff, funding, buildings, etc.	HHAP, PLHA, ESG	State	Counties of: Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Northern Valley Catholic Social Services, Plumas Crisis Intervention and Resource Center, Del Norte Mission Possible, Lassen Works, TEACH Inc. , Good News Rescue Mission	2024-2026	2026 HMIS data (increase in number of people accessing services)

Del Norte County: expand existing services offered by Del Norte Mission Possible by enlisting current staff from DHHS Behavioral Health Housing Services to provide outreach services to encampment residents.	PLHA, HHAP	State	County of Del Norte Health and Human Services	CBO Del Norte Mission Possible	2024-2027	Review of HMIS data to track progress
Del Norte County: Hire a Peer Support Specialist with lived experience of homelessness.	PLHA, HHAP	State	County of Del Norte Health and Human Services	CBO Del Norte Mission Possible	2024-2027	Review of HMIS data to track progress
Del Norte County: expand the number of people with lived experience of homelessness that participate on the local advisory board to the NorCal CoC.	PLHA, HHAP	State	County of Del Norte Health and Human Services	CBO Del Norte Mission Possible	2024-2027	Review of HMIS data to track progress

Lassen County: expand the existing street outreach program to include more hours and more locations throughout the County.	HHAP-3 and HHAP-4	State	Lassen County Health and Social Services	City of Susanville, Lassen County Public Health	2024-2027	City of Susanville, Lassen County Public Health
Plumas County: PCIRC is developing Plumas County's first Navigation Center which will expand existing services and provide full in-house programming across multiple skills and services to homeless individuals and families.	HDAP-TSI, Anthem Blue Cross, California Health & Wellness, HHAP 1-2-4-5, US BanCorp Foundation, Private Donations	State, Private	PCIRC	N/A	2025-2027	Stats on North Star services/PIT data

SPM 7.1a: Racial and ethnic disparities among those accessing services who are experiencing homelessness.

Racial or Ethnic Group	Measure
Two or More Races/Multiple Races	People who identify as Two or More Races/Multiple Races constitute 9.8% of the population in the NorCal Region (ACS, 2022) but 14.6% of those who are experiencing homelessness (HMIS, 2022).
American Indian or Alaska Native	People who identify as American Indian or Alaska Native constitute 2.5% of the population in the NorCal Region (ACS, 2022) but 4.7% of those who are experiencing homelessness (HMIS, 2022).
Black or African American	People who identify as Black or African American constitute 2.0% of the population in the NorCal Region (ACS, 2022) but 3.2% of those who are experiencing homelessness (HMIS, 2022).

Native Hawaiian or Other Pacific Islander	People who identify as Native Hawaiian or Other Pacific Islander constitute 0.3% of the population in the NorCal Region (ACS, 2022) but 0.6% of those who are experiencing homelessness (HMIS, 2022).

Key Action(s) for Improving SPM 7.1a

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
CoC: Implement CoC Equity Committee	HUD CoC, HHAP	Federal, State	CoC	NorCal CoC member counties	2024-2029	Establishment of committee as indicated by regular meetings, agendas, and minutes
CoC: Establish training partnerships with tribal agencies and local Cultural Competence Behavioral Health Committees to deliver DEI training to CoC members	HHAP	State	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	2024-2029	The topic of Racial and Ethnic Equity will be agendized quarterly for discussion at CoC meetings, with speakers from diverse backgrounds invited to share insights and recommendations. At least one general DEI training provided to CoC members annually.
CoC: Improve data collection to ensure tribal programs are included in HMIS	HHAP	State	United Way of Northern California	CoC, Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; local Tribal Entities	2024-2029	Review of HMIS data to track progress

All counties: Each County will work to maintain relationships with their respective local tribal organizations. This will include facilitating focus groups in partnership with Native and Indigenous peoples to identify and understand the root causes of racial and ethnic disparities among those who are experiencing homelessness and to determine service gaps and supports needed to prevent and end homelessness for these populations.	PLHA, HHAP	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local tribes represented throughout the 7-county region	2024-2029	Review of HMIS data to track progress

SPM 1b: Number of people experiencing unsheltered homelessness on a single night (unsheltered PIT count)

Measure
1,096

Key Action(s) for Improving SPM 1b

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

All counties: Pursue funding for both non-congregate and congregate shelters	PLHA, HHIP, HHAP, ESG	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofit agency partners	2024-2029	Review of both PIT and HMIS data to track progress
CoC and all counties: Explore alternative shelter, transitional and permanent housing models that can be implemented regionally to take advantage of scale and economic feasibility (example is mobile home villages such as San Antonio TX has)	PLHA, HHAP, HHIP, ESG	State	CoC and Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofit agency partners	2024-2029	Review of both PIT and HMIS data to track progress
All counties: Explore partnerships with local tribal agencies and housing authorities to support and collaborate on housing projects, outreach, and services.	PLHA, HHAP, HHIP, ESG	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local tribal agencies and housing authorities	2024-2029	Review of both PIT and HMIS data to track progress

Del Norte County and its partner CBO Del Norte Mission Possible will develop multiple interim and permanent housing solutions including a year-round emergency shelter, micro shelter village, and Permanent Supportive Housing project.	HHIP, HHAP, PLHA, ERF	State	County of Del Norte Department of Health and Human Services	Del Norte Mission Possible	2024-2027	Review of PIT data to track progress
Lassen County will expand the existing street outreach program to include more hours and more locations throughout the County. Staff will work to provide connections to permanent housing through that outreach.	HHAP-3 and HHAP-4	State	Lassen County Health and Social Services	City of Susanville, Lassen County Public Health	2024-2027	Review of HMIS data to track progress.

SPM 7.1b: Racial and ethnic disparities among those experiencing unsheltered homelessness on a single night.

Racial or Ethnic Group	Measure
American Indian or Alaska Native	People who identify as American Indian or Alaska Native constitute 2.5% of the population in the NorCal Region (ACS, 2022) but represent 12.3% (HMIS, 2022) to 16.9% (PIT, 2022) experiencing unsheltered homelessness.
Black or African American	People who identify as Black or African American constitute 2.0% of the population in the NorCal region (ACS, 2022) but represent 2.7% (HMIS, 2022) to 3.3% (PIT, 2022) of those experiencing unsheltered homelessness.

Key Action(s) for Improving SPM 7.1b

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
All counties: Explore creating outreach positions for people with lived experience who are also a member of underserved/disproportionately affected racial and ethnic groups	PLHA, ERF, HHAP	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofits	2024-2027	Review of PIT data to track progress
Del Norte County will partner with local CBO's who work closely and have developed relationships with these overrepresented and underserved populations. We will also work in concert with local tribal governments to develop culturally sensitive strategies for connecting tribal members to housing and support services, including street outreach efforts.	PLHA, HHAP, ERF	State	County of Del Norte Department of Health and Human Services	Del Norte Mission Possible	2024-2027	Review of PIT data to track progress

Siskiyou County will increase collaboration with the Karuk Tribe Housing Authority, seeking guidance on the best way to design services for this population and exploring opportunities for joint projects. The Siskiyou Advisory Board will conduct outreach to other tribal entities to encourage additional participation in the CoC.	HHAP-5	State	County of Siskiyou	Karuk Tribe Housing Authority	2023-2026	Review annual PIT data to track progress.

SPM 2: Number of people accessing services who are experiencing homelessness for the first time.

Measure
1,473

Key Action(s) for Improving SPM 2

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
All counties: Work to improve Coordinated Entry services including connection to resources/housing prior to any program enrollment. This includes housing navigation and referrals to outside service providers.	HHIP	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou	The United Way of Northern California	2025-2027	Review of HMIS data to track progress.

SPM 7.2: Racial and ethnic disparities in the number of people accessing services who are experiencing homelessness for the first time.

Racial or Ethnic Group	Measure
Indigenous/Native American; Black/African-American	There is inadequate data available for this measure from HDIS. However, it can reasonably be assumed that BIPOC individuals are disproportionately impacted, as indicated by the other measures for which there is adequate data.

Key Action(s) for Improving SPM 7.2

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
The same key actions described for SPM 7.1a and 7.1b will be undertaken to address this measure						

SPM 3: Number of people exiting homelessness into permanent housing.

Measure
676

Key Action(s) for Improving SPM 3

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

Lassen County: improve Coordinated Entry services including connection to resources/housing prior to any program enrollment. This includes housing navigation and referrals to outside service providers.	HHIP	State	Lassen County Housing and Grants	N/A	2025-2027	Review of HMIS data to track progress.
Shasta County: Develop a navigation program/center to assist people under the supervision of the criminal justice system that are homeless or at risk of being homeless access interim housing resources.	HHAP-5	State	Shasta County HHSA	N/A	2025-2027	Review of Shasta County Social Services' case files to track progress and stability of individuals receiving services from this funding stream.

SPM 7.3: Racial and ethnic disparities in the number of people exiting homelessness into permanent housing.

Racial or Ethnic Group	Measure
American Indian or Alaskan Native	About 4.7% of people accessing services who are experiencing homelessness identify as American Indian or Alaskan Native and 12.3% (HMIS, 2022) to 16.9% (PIT, 2022) of such persons are experiencing unsheltered homelessness. However, only 3.8% of people who are exiting homelessness into permanent housing identify as American Indian or Alaskan Native (HMIS, 2022).

Key Action(s) for Improving SPM 7.3

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

CoC: Improve data collection to ensure tribal programs are included in HMIS	HHAP	State	United Way of Northern California	CoC, Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; local tribal entities	2024-2029	Review of HMIS data to track progress
All counties: Increase collaboration with tribal housing authorities and explore opportunities for joint housing projects	HHAP	State	As applicable for those with tribal housing authorities (Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou)	Local tribal housing authorities	2024-2029	Review of PIT and HMIS data to track progress

SPM 4: Average length of time that people experienced homelessness while accessing services.

Measure
138

Key Action(s) for Improving SPM 4

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

All counties: Develop some form of a Housing Navigation Center in every county. The scale and form will be flexible in order to account for the varied resources available in each county such as staff, funding, buildings, etc.	HHAP, PLHA, ESG	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Northern Valley Catholic Social Services, Plumas Crisis Intervention and Resource Center, Del Norte Mission Possible, Lassen Works, TEACH Inc. , Good News Rescue Mission	2024-2026	Review of HMIS data to track progress

SPM 7.4: Racial and ethnic disparities in the average length of time that people experienced homelessness while accessing services.

Racial or Ethnic Group	Measure
Two or More Races/Multiple Races	On average, people accessing services who identify as Two or More Races/Multiple Races experienced homelessness for 150 days, which is 10 more days than people who identify as White. On average, people who accessed services experienced homelessness for 138 days (HMIS, 2022).
Native Hawaiian or Pacific Islander	On average, people accessing services who identify as Native Hawaiian or Pacific Islander experienced homelessness for 165 days, which is 15 more days than people who identify as White. On average, people who accessed services experienced homelessness for 138 days (HMIS, 2022).
Hispanic or Latino	On average, people accessing services who identify as Hispanic or Latino experienced homelessness for 150 days, which is 10 more days than people who identify as White. On average, people who accessed services experienced homelessness for 138 days (HMIS, 2022).

Key Action(s) for Improving SPM 7.4

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

All counties: Identify community leaders, churches and non-profits to explore culturally appropriate options, such as shared housing, communal housing, etc. Ask them to partner on postings of available housing offers and needs.	HHIP, PLHA, HHAP	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Community leaders, churches, and non-profits	2024-2029	Review of HMIS data to track progress
All counties: Identify landlords from culturally relevant backgrounds and establish relationships with them. Encourage them to accept Housing Choice Vouchers.	HHIP, PLHA, HHAP	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local landlords	2024-2029	Review of HMIS data to track progress

SPM 5: Percent of people who return to homelessness within 6 months of exiting the homelessness response system to permanent housing.

Measure
3%

Key Action(s) for Improving SPM 5

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

CoC: Add question(s) to PIT survey to determine reasons for returns to homelessness. Adjust systems to address barriers identified.	ESG, HHIP, HHAP, PLHA	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Counting Us	2024-2025	Review of PIT and HMIS data to track progress
All counties: Implement follow up surveys with those who retained housing to ask what helped them to retain housing to learn from their experience.	ESG, HHIP, HHAP, PLHA	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofit agencies	2024-2029	Review of HMIS data to track progress

SPM 7.5: Racial and ethnic disparities in the percent of people who return to homelessness within 6 months of exiting the homelessness response system to permanent housing.

Racial or Ethnic Group	Measure
Black or African American	About 23% of people who identify as Black or African American return to homelessness within 6 months of exiting the homelessness response system to permanent housing, whereas only 3% of people who identify as White return to homelessness within 6 months and 3% of all people in the homelessness response system return to homelessness within 6 months (HMIS, 2022).

Key Action(s) for Improving SPM 7.5

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action

CoC: Evaluate this data for each County to determine which counties are contributing to this number.	HHAP	State	CoC	Counties of Del Norte, Lassen, Plumas, Modoc, Shasta, Sierra and Siskiyou	2024-2026	Review of HMIS data to track progress
All counties: Engage in proactive efforts to hire case managers and housing navigators with lived experience who are Black/African-American	HHAP	State	Counties of Del Norte, Lassen, Plumas, Modoc, Shasta, Sierra and Siskiyou	Local nonprofits	2024-2029	Review of HMIS data to track progress

SPM 6: Number of people with successful placements from street outreach projects.

Measure
73

Key Action(s) for Improving SPM 6

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local gov/Other)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
All counties: Counties will expand the existing street outreach programs to include more hours and more locations throughout the area, Staff will work to provide connections to permanent housing through that outreach.	HHAP-3 and HHAP-4	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Northern Valley Catholic Social Services, Plumas Crisis Intervention and Resource Center, Del Norte Mission Possible, Lassen Works, TEACH Inc.	2024-2027	Review of HMIS data to track progress.

SPM 7.6: Racial and ethnic disparities in the number of people with successful placements from street outreach projects

Racial or Ethnic Group	Measure
Black or African American	There are 0 people who identify as Black or African American of the 73 successful placements from street outreach projects. Whereas 52 people with successful placements identify as White. There are 81 people who identify as Black or African American and are experiencing homelessness (HMIS, 2022).

Key Action(s) for Improving SPM 7.6

Key Action(s)	Funding Source(s) the region intends to use to achieve the action	Funding Type *(Federal/ State/ Local)*	Lead Entity	Collaborating Entity/ies	Timeframe for Action	Method(s) of Measuring success of the Action
All counties: Engage in proactive efforts to hire outreach workers, case managers and housing navigators with lived experience who are Black/African-American	HHAP	State	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofits	2024-2029	Review of HMIS data to track progress

2.3 Equity Improvement Plan

1. Identify and describe the key action(s) the region will take to ensure racial and gender equity in 1) service delivery; 2) housing placements; and 3) housing retention; and 4) identify any changes to procurement or other means to affirm equitable access to housing and services for groups overrepresented among residents experiencing homelessness.
2. Identify if place-based encampment resolution is occurring in the region and if so, CoC must describe and provide evidence of collaboration with the cities or counties providing encampment resolution services that addresses how people served through encampment resolution have or will be prioritized for permanent housing within the Coordinated Entry System.

   OPTIONAL: upload any evidence the region would like to provide regarding collaboration and/or prioritization as it relates to question 2.

Guidance

Of the four tables below, the first three must include at a minimum one key action to address racial equity ***and*** *one key action to address gender equity. The fourth and final table must include at least one key action.*
To add additional actions, add rows to the bottom of the table.
Definitions:

- ***Key Action(s)*** *may include a brief description of a strategic initiative or step identified to address or improve the inequity. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.*
- ***Lead Entity*** *should include the name of the regional Eligible Applicant responsible for managing the key action.*
- ***Collaborating Entity/ies*** *may include a group, organization, or jurisdiction within your region working to address or improve the inequity. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.*

Key Action(s) the Region Will Take to Ensure Racial and Gender Equity in Service Delivery

Key Action(s)	Lead Entity	Collaborating Entity/ies
The CoC will develop an Equity Policy	CoC	Counties
The CoC will establish an Equity Advisory Committee	CoC	Counties
Each county will promote diversity in recruitment of staff to include people with lived experience of homelessness from overrepresented and underserved populations	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local tribal entities and other advocacy groups that represent BIPOC and LGBTQ+ individuals
Del Norte County will collaborate and convene with a diverse group of Native American tribal organizations, governments, leaders, and people with lived experience of homelessness to create a homelessness response system that addresses the unique needs of the Native American homeless population.	Del Norte County Health and Human Services	Local tribal partners, Crescent City Housing Authority, Del Norte Unified School District Foster and Homeless Youth Services, Del Norte Mission Possible, local faith-based organizations
Lassen County will partner with an organization to provide a training for County Housing staff and the CoC regarding supporting Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community members in housing and homelessness services. This training will assist organization to become more culturally competent in serving the LGBTQ+ community.	County of Lassen Health and Social Services	To be determined
Modoc County: County Housing Staff will connect with representatives of indigenous health service providers to provide training for County and TEACH staff on culturally appropriate services.	TEACH Inc.	Klamath Tribal Health
Plumas County: PCIRC assures staff are trained multiple times per year on DEI and services to all genders and those of varying sexual orientation.	PCIRC	Stonewall Alliance-Chico
Shasta County: Partner with an organization to provide a training for County Housing staff and the CoC regarding supporting Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community members in housing and homelessness services. This training will assist organization to become more culturally competent in serving the LGBTQ+ community.	Shasta County Health and Human Services	NorCal CoC
Sierra County: All Behavioral Health staff are required to take cultural competency related to LGBTQ+ services through Relias, a BH run training system.	County of Sierra Behavioral Health	N/A

Siskiyou County will conduct outreach to the Siskiyou County Domestic Violence and Crisis Center to request their input and participation in CoC activities and decision making.	County of Siskiyou	Siskiyou County Domestic Violence and Crisis Center, NorCal CoC Siskiyou Advisory Board

Key Action(s) the Region Will Take to Ensure Racial and Gender Equity in Housing Placements

Key Action(s)	Lead Entity	Collaborating Entity/ies
The CoC will partner with member counties to implement cultural competency and implicit bias training for all local housing services staff.	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou
The CoC, HMIS/CES lead and member counties will evaluate the tools being used to prioritize individuals for housing placement to determine what racial, ethnic and cultural biases may be present and adjust the use of those tools based upon the findings of the evaluation.	CoC	United Way of Northern California, Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou
The CoC, HMIS/CES lead and member counties will conduct regular evaluations of housing placements to assess equity and use the findings from these evaluations to make data-informed decisions and adjust policies, practices, and staff training as needed	CoC	United Way of Northern California, Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou
Partner with an organization to provide a training for CoC members and county-level housing regarding supporting marginalized community members in housing and homelessness services. This training will assist organization to become more culturally competent in serving the community.	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou

Key Action(s) the Region Will Take to Ensure Racial and Gender Equity in Housing Retention

Key Action(s)	Lead Entity	Collaborating Entity/ies
Provide comprehensive case management and other support services to individuals who struggle with housing stability. Make referrals to legal aid or other services when housing is jeopardized or lost due to the discriminatory practices of landlords or property managers.	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Legal Services of Northern California

Support all staff working in housing efforts to take "Advancing Racial Equity in Housing & Homeless Services" through C4 Innovations, with the goal of advancing equity through an anti-racist lens	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	C4 Innovations
Partner with an organization to provide a training for County Housing staff and the CoC regarding supporting marginalized community members in housing and homelessness services. This training will assist organization to become more culturally competent in serving the community.	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou

Key Action(s) the Region Will Take to Change Procurement or Other Means to Affirm Equitable Access to Housing and Services for Overrepresented Groups Among People Experiencing Homelessness in the Region

Key Action(s)	Lead Entity	Collaborating Entity/ies
The CoC and counties will, whenever possible, encourage the participation of minority and women-owned businesses (MBE/WBE) in any solicitations. Local tribal entities will be directly invited to submit proposals for any funding opportunities where they are an eligible applicant.	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou
Provide education and training to housing providers on the unique challenges of overrepresented groups while also providing comprehensive case management and support to potential tenants that addresses their unique challenges. Provide incentives to landlords to promote collaboration in the provision of housing to underserved groups.	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	CoC
Collaborate with community partners and stakeholders to make County training opportunities available to educate the community about equitable access to affordable housing.	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou

Coordinated Entry Prioritization for Place-Based Encampment Resolution

Guidance

Answer the following question(s)

In the online application portal applicants may upload any evidence the region would like to provide regarding collaboration and/or prioritization.

Is place-based encampment resolution occurring within the region?

Yes

If yes, then the CoC must describe and provide evidence of collaboration with the cities or counties providing encampment resolution services that addresses how people served through encampment resolution have or will be prioritized for permanent housing within the Coordinated Entry System.

Del Norte County: Del Norte County, in collaboration with CBO Del Norte Mission Possible, has received an ERF grant from the State, and will enter all willing encampment residents into HMIS as part of our Coordinated Entry intake process. Encampment residents entered into HMIS will appear on the prioritized list for housing placement. Shasta County: Shasta County utilizes the CoC's Coordinated Entry System and as part of the encampment project all individuals contacted at the encampment site are encouraged to have their information entered into CES so that they can be prioritized for housing placement.

2.4 Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting

1. Identify and describe the Key Action(s) **each participating Eligible Applicant** will take to reduce the number of people falling into homelessness as they exit institutional settings including but not limited to jails, prisons, and hospitals.

Guidance

At a minimum, if an institutional setting is present in a jurisdiction, the jurisdiction must identify their role.
To add additional actions, add rows to the bottom of the table.
If an institution is not present in a jurisdiction, type N/A.
Definitions:

- ***Key Action(s)** may include a brief description of a strategic initiative or step identified to address or improve the specific performance metric. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.*
- ***Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.*
- ***Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the performance metric. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.*

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting a Jail

Key Action(s)	Lead Entity	Collaborating Entity/ies
CoC: Invite a criminal justice expert/representative to provide training on the rollout of the CalAIM/ECM program where people are connected to services, housing, and MediCal benefits	CoC	Local Court, Sheriff or Police Department Experts
CoC and counties: Invite local Probation representatives to participate in the CoC	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou
CoC and counties: Invite a person with lived experience of incarceration to participate in the CoC and on the Equity Committee	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou
Del Norte County: collaborate with the jail and transitional housing programs pre-release to identify the housing needs and potential barriers for individuals exiting jail who are at risk of homelessness upon release and ensure that they are connected to housing services.	County of Del Norte Health and Human Services	Del Norte County Jail, Del Norte Mission Possible, Oxford House and other transitional housing programs
Lassen County: collaborate with the Lassen County Sheriff's Office to identify individuals who are in jail and will be exiting into homelessness. Provide case management and housing navigation to those individuals prior to their release.	Lassen County Health and Social Services	Lassen County Sheriff's Department
Modoc County: Sheriff's Office will provide TEACH with anticipated release date in advance. TEACH staff will make contact with inmate to determine housing needs	TEACH Inc.	Modoc County Sheriff's Office
Plumas County: PCIRC will address homelessness for transitioning offenders through the North Star Navigation Center upon exit from jail.	PCIRC	Plumas County Sheriff/Jail Plumas County Probation
Shasta County: Develop a navigation program/center to assist people under the supervision of the criminal justice system that are homeless or at risk of being homeless access interim housing resources.	Shasta County Health and Human Services	HHSA, Probation, Sherriff's Office, Jail, District Attorney

Sierra County: partner with county agencies to identify people leaving the jail and prison systems to determine services needed for each individual. The county will then connect them to the appropriate service that will identify need for housing, SUD or mental health then make the appropriate referral.	Sierra County Health and Human Services	PCIRC

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting a Prison

Key Action(s)	Lead Entity	Collaborating Entity/ies
Modoc County: CBO staff will continue established relationship with parole officers	TEACH Inc.	Modoc County Probation Department
Plumas County: PCIRC will continue to operate the Plumas County Adult Re-Entry Program funded by BSCC to be established at the North Star Navigation Center offering wrap-around services.	PCIRC	CDCR, Plumas County Probation Department
Sierra County: partner with in county agencies to identify people leaving the jail and prison systems to determine services needed for each individual. The county will then connect them to the appropriate service that will identify need for housing, SUD or mental health then make the appropriate referral.	Sierra County Health and Human Services	PCIRC

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting a Hospital

Key Action(s)	Lead Entity	Collaborating Entity/ies
The CoC will continue its relationship with Partnership Health (the Managed Medi-Cal provider) through HHIP funding	CoC	Partnership Health
Del Norte County: connect with hospital-based social workers and other staff and request that they refer unhoused patients to one of CBO Del Norte Mission Possible's programs for medical respite/recuperative care.	Del Norte Mission Possible	County of Del Norte, Sutter Coast Hospital
Lassen County: apply for a Local Indigent Care Needs Program (LICN) Implementation Grant to implement an integrated plan for reducing Emergency Department (ED) admissions by deflecting people with documented or emerging Serious Mental Health who are experiencing homelessness to alternative sites that offer respite or connection to services.	Lassen County Health and Social Services	Banner Lassen Medical Center
Modoc County: Hospital Staff will contact TEACH and refer patient to TEACH for housing needs	TEACH Inc.	Modoc Medical Center

Plumas County: PCIRC works with local hospitals and staff to best address individuals exiting hospital inpatient services who are homeless.	PCIRC	Plumas District Hospital, Seneca Hospital, Eastern Plumas Hospital
Shasta County: Two Medical Respite programs will be continued: **1) Shasta Community Health Center HOPE Medical Respite provides the opportunity to heal, recover, and rest in a safe environment while case managers assist in securing supportive services and housing resources.** **2) New Life Discovery Project offers some medical respite and other supportive services**	Shasta County Health and Human Services	Shasta Community Health Center HOPE Medical Respite & Pathways to Housing; New Life Discovery Project (works with Partnership Health Plan of CA)
Sierra County: Sierra County will partner with out of county hospitals (Sierra has no hospitals, the closest ones are in Nevada County) to identify people leaving the hospitals, crisis stabilization units and emergency rooms systems to determine services needed for each individual. The county will then connect them to the appropriate service that will identify the need for housing, SUD or mental health then make the appropriate referral.	Sierra County Health and Human Services	Nevada County, PCIRC
Siskiyou County: use HHAP-3 to provide housing assistance for individuals with an acute medical need. Staff will coordinate with discharge planners at local hospitals. Housing interventions will include interim housing, rapid rehousing, and prevention.	Siskiyou County Health and Human Services	Fairchild Medical Center, Dignity Health

Key Action(s) to Reduce the Number of People Experiencing Homelessness Upon Exiting Other Institutional Settings (such as foster care, behavioral health facilities, etc. as applicable in the region)

Institutional Setting	Key Action(s)	Lead Entity	Collaborating Entity/ies
Shasta County: Foster Youth	Connection to Homeless Youth Alliance	Homeless Youth Alliance	Shasta County Health and Human Services
Siskiyou County: Foster Youth	Connection to Youth Empowerment Siskiyou	Youth Empowerment Siskiyou	Siskiyou County Health and Human Services

2.5 Plan to Utilize Local, State, and Federal Funds to End Homelessness

1. The plan must include the total amount of available funding, the amount prioritized for permanent housing solutions, and an explanation of how each participating applicant is utilizing local, state, and federal funding programs to end homelessness. These programs must include, but are not limited to:
    - The Homekey Program,
    - The No Place Like Home Program
    - The Multifamily Housing Program
    - The Housing for a Healthy California Program
    - The Homeless Housing, Assistance, and Prevention Program
    - Building Homes and Jobs Act
    - The California Emergency Solutions Grants Program
    - The National Housing Trust Fund established pursuant to the Housing and Economic Recovery Act of 2008
    - HOME Investment Partnerships Act
    - Parolee or probation programs that are intended to prevent homelessness upon release.

Guidance

***All** of the above programs **must** be included and fully explained in the table. Where the region has multiple awards for the same program that are administered by different entities, those may be listed on separate lines. For example, in a region with one county and one CoC who receive their HHAP awards separately, each jurisdiction may enter their HHAP awards in separate lines.*
If one of the ten required programs is not present in a region, type N/A.
In addition to the listed programs, participating Eligible Applicants should add any other funds and programs that are being utilized to address and end homelessness in the region.
To add additional funding programs, add rows to the bottom of the table.
Definitions:

- ***Funding Type:** The source of funding for each program, either federal, state, or local.*
- ***Local Fund Administrator:** The entity responsible for administering the given funding source.*
- ***Description of How Funds are/will be Utilized to End Homelessness in the Region:** Comprehensive summary of how the funding program will be utilized in the region. Applicants should highlight whether, how, and to what extent the funds are being used for permanent housing.*
- ***Funding Amount:** Amount of known, dollars secured or available to spend within the HHAP-5 grant timeframe (FY 23-24 through FY 27-28)*
- ***Timeframe of Use:** The date range the local fund administrator anticipates expending the identified program funds.*

Funding Program	Funding Type *(Federal/ State/ Local)*	Local Fund Administrator	Description of How Funds are/will be Utilized to End Homelessness in the Region	Funding Amount	Amount Prioritized for Permanent Housing Solutions	Timeframe of Use
The Homekey Program	State	County of Lassen	**Lassen:** 15 units of permanent supportive housing; 10 of the units set aside for transitional aged youth	$2,917,454.00	$2,917,454	Award date: 12/19/23
The No Place Like Home Program	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** Competitive and Noncompetitive funding supported the development of Siskiyou Crossroads, a new construction complex with 24 PSH units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024	$8,658,695	$8,658,695	2023-2024
The Multifamily Housing Program	State	Community Revitalization and Development Corporation	**Shasta:** Round 3 funding used to support the new construction of "Center of Hope Apartments".	$6,901,453	$6,901,453	2022-2023
The Housing for a Healthy California Program			N/A			
The Homeless Housing, Assistance, and Prevention Program	State	County of Del Norte Health and Human Services	**Del Norte:** HHAP-1 funded admin activities in addition to the purchase of a building to be used as a year-round emergency shelter operated by CBO Del Norte Mission Possible for unhoused Del Norte County residents.	$200,806.11	$200,806.11	2024-2025

The Homeless Housing, Assistance, and Prevention Program	State	County of Del Norte Health and Human Services	**Del Norte:** HHAP-2 will fund the rehabilitation and construction costs associated with converting "The Legacy", a 30 unit Homekey Project dedicated to the most vulnerable people who are experiencing homelessness, from interim to permanent supportive housing.	$91,797.00	$91,797.00	2024-2025
The Homeless Housing, Assistance, and Prevention Program	State	County of Del Norte Health and Human Services	**Del Norte:** HHAP-3 will fund the rehabilitation and construction costs associated with the conversion of "The Legacy", a 30 unit Homekey Project dedicated to the most vulnerable people who are experiencing homelessness, from interim to permanent supportive housing.	$204,799.16	$204,799.16	2024-2025
The Homeless Housing, Assistance, and Prevention Program	State	County of Del Norte Health and Human Services	**Del Norte:** HHAP-4 funds will also be used for the conversion of The Legacy to permanent supportive housing.	$91,797.00	$91,797.00	2024-2025
The Homeless Housing, Assistance, and Prevention Program	State	County of Lassen Health and Human Services	**Lassen:** HHAP- 3 flexible funding will be used for rapid-rehousing, street outreach, systems support, interim sheltering, and permanent supportive housing operating subsidies. All services are implemented using a Housing First model by staff who are trained in trauma informed care practices.	$104,351.75	$89,351.75	To be spent by 6/30/24

The Homeless Housing, Assistance, and Prevention Program	State	County of Lassen Health and Human Services	**Lassen:** HHAP-4 flexible funding will be used to continue efforts to end and prevent homelessness through systems support, operating subsidies, interim sheltering, and service coordination. All services are implemented using a Housing First model by staff who are trained in trauma informed care practices.	$241,809.00	$217,628.1	To be spent by 6/30/27
The Homeless Housing, Assistance, and Prevention Program	State	County of Modoc	**Modoc:** HHAP-1 funding was used to expand prevention and diversion programs through rental assistance for Rapid Rehousing, intensive case management, housing navigation, landlord engagement and incentives to prevent evictions. Youth set aside is just over 11% (8% is required) to serve our homeless youth (age 12-24), including youth aging out of Foster Care, with a focus on prevention services to divert homelessness and promote permanent housing.	$ 5,456.69		
The Homeless Housing, Assistance, and Prevention Program	State	County of Plumas and Plumas Crisis Intervention and Resource Center	**Plumas:** HHAP-1 and 2 funded operating subsidies for "Ohana Village", 26 varied sized cabins serving as transitional housing.	$46,294.78		2022-2025

The Homeless Housing, Assistance, and Prevention Program	State	Shasta CoC	**Shasta:** HHAP-1	$289,129.07		2023-2024
The Homeless Housing, Assistance, and Prevention Program	State	Shasta CoC	**Shasta:** HHAP 2 funding supported the delivery of the following programs and services: interim housing assistance, food services, transitional housing, and housing acquisition assistance. Homelessness prevention and housing stabilization services include payment to avoid a court-ordered eviction and limited services to ensure habitability of existing housing to avoid displacement.	$460,399		2023-2025
The Homeless Housing, Assistance, and Prevention Program	State	Shasta CoC	**Shasta:** HHAP 3 funding supported interim housing, medical respite operating subsidies, street outreach, service coordination, prevention, and diversion,	$970,377.34		2024-2026
The Homeless Housing, Assistance, and Prevention Program	State	County of Shasta	**Shasta:** HHAP 3 funding used for Rental Assistance; Permanent Supportive Housing; and Homelessness Prevention and Shelter Diversion.	$905,685.52	$400,000	2024-2026
The Homeless Housing, Assistance, and Prevention Program	State	Shasta CoC	**Shasta:** HHAP 4 funding will be used for 33% rapid rehousing, 33% interim housing and 33% system support.	$976,052.12		2024-2027

The Homeless Housing, Assistance, and Prevention Program	State	County of Shasta	**Shasta:** HHAP 4 funding used for Rental Assistance; Permanent Supportive Housing; and Homelessness Prevention and Shelter Diversion.	$915,747.91	$400,000	2024-2027
The Homeless Housing, Assistance, and Prevention Program	State	Siskiyou County Health and Human Services	**Siskiyou:** HHAP-1 funding supported the development of "Siskiyou Crossroads", a new construction complex with 24 Permanent Supportive Housing units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024.	$240,888.41	$240,888.41	2022-2024
The Homeless Housing, Assistance, and Prevention Program	State	Siskiyou County Health and Human Services	**Siskiyou:** HHAP-2 funding supported the development of "Siskiyou Crossroads", a new construction complex with 24 Permanent Supportive Housing units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024.	$142,234.95	$142,234.95	2022-2024
The Building Homes and Jobs Act Funding – CESH	State	Shasta CoC	**Shasta:** CESH 2019 funding has assisted agencies staffing costs and direct services to provide intensive case management, housing costs, emergency shelter and build the capacity of the organization. Support was provided to improve credit, locate appropriate housing options, and complete high quality housing	$200,000		2023-2024

The Building Homes and Jobs Act Funding – CESH	State	Siskiyou County Health and Human Services	**Siskiyou:** The CESH program provides funding for interim housing and supportive services for individuals experiencing homelessness.	$49,824.02		2024
The Building Homes and Jobs Act Funding – PLHA	State	Shasta CoC	**Shasta:** Funds from the Permanent Local Housing Allocation program are devoted to the development and construction of new Permanent Supportive Housing for people living with a severe mental illness and or have experienced chronic homelessness.	$50,000	$50,000	2023-2024
The Building Homes and Jobs Act Funding – PLHA	State	County of Del Norte Health and Human Services	**Del Norte:** PLHA funding supports comprehensive case management services for tenants in "The Legacy", a Homekey project which will be converted to Permanent Supportive Housing in the coming months. Case managers also support people in our street outreach and emergency shelter projects by connecting them to resources and helping them identify and transition to permanent housing.	$566,211.00	$566,211.00	2024-2027

The Building Homes and Jobs Act Funding – PLHA	State	Siskiyou County Health and Human Services	**Siskiyou:** This PLHA funding supported the development of "Siskiyou Crossroads", a new construction complex with 24 permanent supportive housing units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024.	$142,120	$142,120	2022-2024
The Building Homes and Jobs Act Funding – PLHA	State	Siskiyou County Health and Human Services	**Siskiyou:** This PLHA funding (two grant awards) will be deposited into a capitalized reserve account for services connected to the Siskiyou Crossroads PSH development.	$473,430	$473,430	2024-ongoing as available
The Building Homes and Jobs Act Funding – PLHA	State	Siskiyou County Health and Human Services	**Siskiyou:** This PLHA funding (8 grant awards) will be deposited into a capitalized reserve account for services connected to the development of "Siskiyou Crossroads" with 24 permanent supportive housing units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024. This funding will also support other new permanent supportive housing projects developed within the County.	$612,183	$612,183	2024-ongoing as available

The Building Homes and Jobs Act Funding – PLHA	State	Siskiyou County Health and Human Services	**Siskiyou:** This PLHA funding will support the creation of new permanent supportive housing and/or affordable housing (16 grant awards)	$1,984,549	$1,984,549	2024-2026
The Building Homes and Jobs Act Funding -- HEAP			N/A			
The California Emergency Solutions Grants Program	State	City of Redding	**NorCal CoC:** Non-Competitive funding will support the NorCal CoC in offering rapid rehousing $142,034, and HMIS $15,117 services.	$157,151		2024-2025
The California Emergency Solutions Grants Program	State	Shasta County Health and Human Services	**Shasta:** An award of the competitive funding would be used for rapid rehousing $170,000, HMIS $10,000, and Street Outreach $20,000.	$200,000		2024-2025
The National Housing Trust Fund established pursuant to the Housing and Economic Recovery Act of 2008			N/A			
HOME Investment Partnerships Act			N/A			
Parolee or probation programs that are intended to prevent homelessness upon release.			N/A			

HOME Tenant-Based Rental Assistance (TBRA)	Federal	Shasta County Housing and Community Action Agency	**Shasta:** TBRA is a twelve-month rental assistance program available for clients who are referred from an eligible agency. TBRA rental assistance vouchers can only be used in Shasta County, outside the city limits of Redding. The client will pay 30% of their income towards their monthly rent and utilities, making housing affordable for families.	$203,118	$203,118	2023-2024
CalWorks Housing Support Program	State	County of Lassen Health and Human Services	**Lassen:** Funding supports families in the CalWORKs program that are experiencing homelessness or at imminent risk of homelessness. HSP offers financial assistance and housing-related wraparound supportive services, including, but not limited to: interim shelter, rental assistance, housing navigation, case management, security deposits, and utility assistance.	$193,979	$100,000.00 This is an estimate because based on available affordable housing, more funds may be spent on interim housing (while the search for permanent housing is happening).	2024-2025
CalWorks Housing Support Program	State/Federal	Siskiyou County Health and Human Services	**Siskiyou:** Funding provides housing assistance to CalWORKs recipient families who are experiencing or risk of homelessness. Housing interventions include interim housing, rapid rehousing, and prevention. The program also provides case management for all enrollees.	$676,400	$45,000	2023-2024

Home Safe	State	County of Lassen Health and Social Services	**Lassen:** Home Safe funding supports the safety and housing stability of seniors and adults with disabilities served by or in the intake process for Adult Protective Service (APS) who are experiencing or at risk of homelessness. Funded activities include: housing case management, interim shelter, rental assistance, housing navigation, landlord mediation, and eviction prevention. All services are implemented using a Housing First model by staff who are trained in trauma informed care practices.	$437,662.20	$200,000.00 This is an estimate because based on available affordable housing, more funds may be spent on interim housing (while the search for permanent housing is happening).	2024-2025

Home Safe	State	County of Shasta Health and Human Services	**Shasta:** Home Safe funding provides homeless seniors with housing security and safety. Home Safe can provide housing-related intensive case management, short-term housing related financial assistance, support to maintain safe housing, eviction prevention, landlord mediation, and more. Individuals are referred to Home Safe when experiencing homelessness or at imminent risk of homelessness as a result of elder or dependent abuse, neglect, self-neglect, or financial exploitation as defined by the Adult Protective Services Agency.	$612,284		2021-2024
Home Safe	State	County of Sierra Health and Human Services	**Sierra:** Home Safe funding supports the safety and housing stability of seniors and adults with disabilities served by or in the intake process for Adult Protective Service (APS) who are experiencing or at risk of homelessness. Funds are used for (insert activities eg. Rental assistance, case management, PSH related items to be highlighted)	$170,000		2023-2025

Home Safe	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** Home Safe Funding provides funding for housing stabilization services to adults who are APS clients or in the APS in take process and are also either experiencing, or at risk of, homelessness. The specific interventions provided depend on the unique needs of the client. Housing interventions include interim housing, rapid rehousing, and prevention. The program also provides case management for all enrollees. interim housing, rapid rehousing, prevention, and case management.	$131,000	$8,600	2023-2024
Housing and Disability Advocacy Program	State	County of Lassen Health and Human Services	**Lassen:** HDAP funding assists disabled individuals who are experiencing homelessness apply for disability befit programs while also providing housing assistance. Funded activities include: disability advocacy, interim shelter, housing case management, rental assistance, housing navigation, landlord mediation, and eviction prevention.	$85,000	$50,000.00 This is an estimate because based on available affordable housing, more funds may be spent on interim housing (while the search for permanent housing is happening).	2023-2024

Housing and Disability Advocacy Program	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** HDAP funding provides outreach, case management, disability benefits advocacy, and direct housing financial assistance. The program serves households who would likely be eligible for disability benefits and are also experiencing, or at risk of, homelessness. Funds are used for interim housing, rapid rehousing, and prevention.	$138,000	$4,750	2023-2024
FY 2023 HUD Housing Partners III	Federal	NorCal CoC City of Redding	**Shasta:** Funding supports programs that Increase self-sufficiency for those who are chronically homeless and have a disabling condition. Rental assistance $247,944, Supportive Services $37,178, Admin $21,072	$382,742.50		2024-2025
Housing Choice Vouchers	Federal	City of Redding Housing Authority	**Shasta:** Funding Supports Rental Assistance Vouchers to be used in unincorporated Shasta, Siskiyou, Trinity and Modoc Counties. Clients will pay 30% of their income toward their monthly rent and utilities, making housing affordable for families.	$14,804,400	$14,804,400	2024

Encampment Resolution Funding	State	City of Redding	**Shasta:** The Encampment Resolution Funding (ERF) Program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.	$9,304,955		2023-2026

Housing Navigation and Maintenance Program (HNMP)	State	County of Lassen Health and Human Services	**Lassen:** Funding from rounds 1 and 2 support the Housing Navigators Program, which provides housing navigation to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system. Funds are used for staff time related to helping youth secure/maintain housing. This includes: helping youth search/apply for housing, communicating/advocating with landlords, assisting in reviewing/understanding leases, connecting needed utilities, assisting financially with move-in costs, connecting with other community resources, and providing support related to self-sufficiency. All services are implemented using a Housing First model by staff who are trained in trauma informed care practices.	$17,125.00	$17,125.00	2023-2024

CDSS Bringing Families Home (BFH)	State	County of Lassen Health and Human Services	**Lassen:** The BFH program provides funding for housing supports to families receiving child welfare services who are experiencing or at risk of homelessness, thereby increasing family reunification and preventing foster care placement. Funded activities include: housing case management, interim housing, rental assistance, housing navigation, landlord mediation, and eviction prevention. All services are implemented using a Housing First model by staff who are trained in trauma informed care practices.	$334,728.78	$200,000.00 This is an estimate because based on available affordable housing, more funds may be spent on interim housing (while the search for permanent housing is happening).	2023-2025
CDSS Bringing Families Home (BFH)	State	County of Plumas and Plumas Crisis Intervention and Resource Center	**Plumas:** The BFH funding provides for housing supports to families receiving child welfare services who are experiencing or at risk of homelessness, thereby increasing family reunification and preventing foster care placement. Funds are used emergency shelter, deposit & rental assistance, case management.	$212,094		2023-25

CDSS Bringing Families Home (BFH)	State	Shasta County Health and Human Services	**Shasta:** The BFH program provides housing support to families receiving Child Welfare services who are experience or at risk of homelessness, increasing family reunification and preventing foster care placement	$568,275	$568,275	2022-2025
Bringing Families Home (BFH)	State	Siskiyou County Health and Human Services	**Siskiyou:** The BFH program provides housing supports to families receiving child welfare services who are experiencing or at risk of homelessness, thereby increasing family reunification. Housing interventions include interim housing, rapid rehousing, and prevention. The program also provides case management for all enrollees.	$245,000	$22,000	2023-2025

Transitional Housing Program	State	County of Lassen Health and Human Services	**Lassen:** Rounds 4 and 5 of funding supports programming that assists young adults aged 18 to 24 years find and maintain housing, with priority given to those formerly in the foster care or probation systems. Funds are used for staff time related to helping youth secure/maintain housing. This includes: helping youth search/apply for housing, communicating/ advocating with landlords, assisting in reviewing/ understanding leases, connecting needed utilities, assisting financially with move-in costs, connecting with other community resources, and providing support related to self-sufficiency. All services are implemented using a Housing First model by staff who are trained in trauma informed care practices.	$53,199.00	$53,199.00	2023-2024
Transitional Housing Program	State	Siskiyou County Health and Human Services	**Siskiyou:** Round 3 of this funding supports programming that assists young adults aged 18 to 24 years find and maintain housing, with priority given to those formerly in the foster care or probation systems.	$7,200	$7,200	2023-2024

Transitional Housing Program	State	Siskiyou County Health and Human Services	**Siskiyou:** Round 4 of this funding will support programming that assists young adults aged 18 to 24 years find and maintain housing, with priority given to those formerly in the foster care or probation systems.	$79,704	$79,704	2023-2025
Transitional Housing Program	State	Siskiyou County Health and Human Services	**Siskiyou:** Round 5 of this funding supporting programming that assists young adults aged 18 to 24 years find and maintain housing, with priority given to those formerly in the foster care or probation systems.	$56,610	$56,610	2024-2028
CalWorks Homeless Assistance (HA)	State	County of Lassen Health and Human Services	**Lassen:** Funding supports Temporary and Permanent housing assistance to eligible CalWORKs households. HA can provide payments for temporary shelter for up to 16 days, as well as payments to secure or maintain housing, including a security deposit and last month's rent, or up to two months of rent arrearages.	Funds are drawn down from the State as needed. All eligible households in need, received this assistance.	Funds are drawn down from the State as needed. All eligible households in need, received this assistance.	2023-2025

Cal OES Transitional Housing (XH) Program	State	Lassen Family Services, Inc.	**Lassen:** Funding provides victims/survivors of crime with transitional/short-term housing assistance and a range of supportive services, including follow-up services that move victims/survivors into permanent housing. Successful transitional housing programs provide a range of optional supportive services and let victims/survivors choose the course that best fits their needs.	350,000 (will be cut by 20-40% on January 1, 2025	$350,000.00	January – December (grant year)
Cal OES Domestic Violence Housing First Program	State	Lassen Family Services, Inc.	**Lassen:** Funding provides victims/survivors of domestic violence with safe, permanent housing and ongoing, trauma-informed services tailored to address the individual needs of each victim/survivor that allows them to choose how to best rebuild their lives.	$350,000.00 (will be cut by 20-40% on January 1, 2025)	350,000	January – December (grant year)
HCD Permanent Local Housing Allocation (PLHA)	State	County of Lassen	**Lassen:** Funding will be used for a supportive services reserve for the County of Lassen's permanent supportive housing project. The reserve will be used for assistance providing supportive services to residents of the permanent supportive housing project. The County will be the supportive services provider.	$612,043.00	$612,043.00	As a reserve, the funding has no expiration date for use

CalWorks Homeless Assistance Program	State	County of Plumas and Plumas Crisis Intervention and Resource Center	**Plumas:** Funding supports temporary and Permanent housing assistance to eligible CalWORKs households through Rental or deposit assistance, intensive case management, in-home support services, landlord recruitments,	$368,250		2023-2024
Home SAFE	State	County of Plumas and Plumas Crisis Intervention and Resource Center	**Plumas:** Home Safe provides funding for housing stabilization services to adults who are APS clients or in the APS in take process and are also either experiencing, or at risk of, homelessness. The specific interventions provided depend on the unique needs of the client. Funds are used for emergency shelter, deposit & rent assistance, household repairs, case management,	$74,366		2023-24

Home Safe	State	County of Shasta Health and Human Services	**Shasta:** Home Safe provides homeless seniors with housing security and safety. Home Safe can provide housing-related intensive case management, short-term housing related financial assistance, support to maintain safe housing, eviction prevention, landlord mediation, and more. Individuals are referred to Home Safe when experiencing homelessness or at imminent risk of homelessness as a result of elder or dependent abuse, neglect, self-neglect, or financial exploitation as defined by the Adult Protective Services Agency.	$612,284	$612,284	2021-2024
CalWORKs Housing and Disability Advocacy Program (HDAP)	State	County of Plumas and Plumas Crisis Intervention and Resource Center	**Plumas:** HDAP provides outreach, case management, disability benefits advocacy, and direct housing financial assistance. The program serves households who would likely be eligible for disability benefits and are also experiencing, or at risk of, homelessness. Funds are used for housing support, rental assistance, case management,			

CalWORKs Housing and Disability Advocacy Program (HDAP)	State	Shasta County HHSA	**Shasta:** Funding supports assistance for people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports.	$769,309	$769,309	2022-2024
HDAP-Targeted Strategic Investment	State	County of Plumas and Plumas Crisis Intervention and Resource Center	**Plumas:** Funding to support the capital development of the North Star Navigation Center & Ohana Village Transitional Housing.	$1,115,000.00		2022-2024
Anthem Blue Cross - HHIP	Private	Plumas Crisis Intervention and Resource Center	**Plumas County:** Funding to support the capital development of the North Star Navigation Center	$187,937		2022-2024
California Health & Wellness - HHIP	Private	Plumas Crisis Intervention and Resource Center	**Plumas County:** Funding to support the capital development of the North Star Navigation Center	$177,063		2022-2024
Partnership HealthPlan of California Local Innovation Housing Grant	Private	Siskiyou County Health and Human Services Agency	This funding supported the development of Siskiyou Crossroads, a new construction complex with 24 PSH units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024	$560,000	$560,000	2022-2024

The Housing and Homelessness Incentive Program (HHIP)	State	County of Del Norte Health and Humans Services	**Del Norte:** HHIP funds are used to support our non-congregate shelter and Rapid Rehousing projects by funding motel rooms and rental and deposit assistance ($73,000 RRH) for people experiencing homelessness. HHIP funds of $340,000.00 are contracted via a subrecipient agreement with CBO Del Norte Mission Possible to purchase and/or construct a year-round emergency shelter which will be used as part of a homelessness response system that assists individuals in transitioning to permanent housing.	$1,357,113.00	$73,000.00	2023-2027
The Housing and Homelessness Incentive Program (HHIP)	State	County of Lassen	**Lassen:** Funding intended to improve health outcomes and access to services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of the HHIP program are to reduce and prevent homelessness. In Lassen County funds are used for system supports, street outreach, coordinated entry, homeless prevention and rapid re-housing. All services are implemented using a Housing First model. Additionally, staff use trauma informed care practices.	$651,619.59	$651,619.59	12/31/2027

The Housing and Homelessness Incentive Program (HHIP)	State	City of Redding	**Shasta County:** Funds received through Partnership Health Plan of CA to be used for PSH-sober living, Crisis Intervention Response Teams, interim Day Resource Center, youth emergency shelter, transitional housing and case management, emergency shelter, street medicine, housing navigation, interim housing micro-shelters and HMIS and CE administration	$3,060,519	$75,460	2023-2027
The Housing and Homelessness Incentive Program (HHIP)	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** This program funds street outreach services and interim housing	$731,317.77		2023-2026
Whole Person Care	State	County of Lassen	**Lassen:** Whole Person Care (WPC) funds provide comprehensive case management and supportive services to the county's most vulnerable Medi-Cal recipients. Services include: interim shelter, housing navigation, case management, life skills education, and rental assistance. All services are implemented using a Housing First model. Additionally, staff use trauma informed care practices.	$99,624.24	$60,000.00 This is an estimate because based on available affordable housing, more funds may be spent on interim housing (while the search for permanent housing is happening).	7/1/2021-6/30/2025

Whole Person Care	State	County of Shasta Health and Human Services contracts with Shasta Community Health Center	**Shasta:** Shasta Community Health Center has used these funds to remodel their Reservoir Lane Apartments to make ADA compatible.	$300,000	$300,000	2025
Behavioral Health Bridge Housing (BHBH)	State	County of Shasta Health and Human Services	**Shasta:** Behavioral Health Bridge Housing focuses on bridge housing settings to address the immediate housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD). Housing Services include outreach, temporary housing, rapid-rehousing, deposit and rental assistance and intensive case management. Referrals are received from County Behavior Health.	$5,200,000	$5,200,000	2022-2027
Behavioral Health Bridge Housing (BHBH)	State	Siskiyou County Health and Human Services	**Siskiyou:** This funding will support Interim housing, housing navigation, and supportive services for individuals with a behavioral health or substance use disorder condition.	$2,425,534		2024-2027

MHSA	State	Siskiyou County Health and Human Services	**Siskiyou:** This funding supported the development of Siskiyou Crossroads, a new construction complex with 24 PSH units, 25 low-income units, and 1 manager's unit. The property is expected to receive a certificate of occupancy in April of 2024	$637,880.39	$637,880.39	2022-2024
MHSA	State	Siskiyou County Health and Human Services	**Siskiyou:** Funding is reserved for the development of new permanent supportive housing	$1,000,000	$1,000,000	2023-2026
Housing Navigator Program	State	Siskiyou County Health and Human Services	**Siskiyou:** Round 2 funding provides housing navigation services to young adults, aged 18 to 21 years old, to secure and maintain housing, with priority given to those in the foster care system	$6,370		2023-2027
Housing Navigation and Maintenance Program	State	Siskiyou County Health and Human Services	**Siskiyou:** Funding provides housing navigators to help young adults who are 18 through 24 years of age to secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.	$20,728		2024-2025

Housing Navigation and Maintenance Program Round 2	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** Round 2 funding to support housing navigators to help young adults who are 18 through 24 years of age to secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.	$20,879		2024-2028
Community Care Expansion Preservation Program	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** Provides funding capital for rehab and operating subsidies to licensed residential care facilities who are serving SSI/SSP/CAPI recipients, particularly those experiencing or at risk of homelessness.	$459,808	$459,808	2024-2029
Prop 47 Cohort III	State	Siskiyou County Health and Human Services Agency	**Siskiyou:** Funding provides support for a 32-bed low-barrier shelter and navigation center for individuals experiencing homelessness with a history of justice involvement.	$2,148,353		2024-2026
Common Spirit Grant	Local	Shasta Community Health Center	One time funds through Common Spirt to help purchase an 11 unit Apartment complex to slowly transition to Permanent Supportive Housing.	$500,000	$500,000	2022

2.6 Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs

1. Explain how the region is connecting, or will connect, individuals to wrap-around services from all eligible federal, state, and local benefit programs, including, but not limited to, housing and homelessness services and supports that are integrated with the broader social services systems and supports. Benefit Programs include, but are not limited to:
    - CalWORKs
    - CalFresh
    - Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy
    - In-home supportive services
    - Adult protective services
    - Child welfare
    - Child care
    - Medi-Cal benefits through Managed Care Plans

Guidance

***All** of the above benefit programs **must** be included and fully explained in the table. In addition to these benefit programs, participating jurisdictions should add other benefit programs that provide wrap-around services in the region.*
To add additional benefit programs, add rows to the bottom of the table.
Definitions:

- ***Connection Strategy/ies** means methods and actions that support client access and/or enrollment in eligible benefit programs. This may be a method or action that supports connection between a benefit program and clients, between benefits programs, and/or between benefits programs and the homeless services system, so long as the method or action supports client access and/or enrollment in the eligible benefit program.*
- ***Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.*
- ***Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the metric. This can be*

Benefit Programs

Benefit Program	Connection Strategy/ies	Lead Entity	Collaborating Entity/ies
CalWORKs	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise

	Del Norte County connects people experiencing homelessness to the CalWORKs program by establishing interagency collaborations, expanding street outreach programs, and by providing comprehensive case management. Our case managers work closely with unhoused families throughout the CalWORKs application process. They connect the families to additional support services and help them address barriers such as lack of transportation or difficulty obtaining verifications or vital documents.	County of Del Norte Department of Health and Human Services	All branches of DHHS, CBO Del Norte Mission Possible, Del Norte Unified School District Foster and Homeless Youth Services
	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff work to connect potentially eligible individuals to CalWorks Benefits. There is an established referral process in place.	Lassen County Housing and Grants	Lassen Works
	Modoc County: County Department of Social Services staff refer eligible clients to TEACH Inc.	Modoc County Department of Social Services	TEACH Inc.
	Plumas County: All clients enrolled in CalWorks Benefit Program are referred to PCIRC, who in turn cross refers eligible families to the CalWorks Benefit Program. They in turn can then receive HSP services with PCIRC.	PCIRC	Plumas County Social Services
	Shasta County: Employees are available at all regional offices to assist individuals in applying for CalWORKs Benefit Program.	Shasta County HHSA	N/A
	Sierra County: All clients enrolled in CalWorks Benefit Program are referred to PCIRC, who in turn cross refers eligible families to the CalWorks Benefit Program. They in turn can then receive HSP services with PCIRC.	PCIRC	Sierra County Social Services

	Siskiyou County social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
CalFresh	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise
	Del Norte County: the street outreach team and case managers proactively identify homeless families in need of food assistance. They provide them with information about CalFresh and the application process. A referral or on-site application assistance will be offered for all people not currently receiving CalFresh. Referrals will also be made to W.I.C., food banks, pantries, community-based organizations, faith-based organizations, tribal governments, and other agencies and organizations that offer food assistance.	County of Del Norte Department of Health and Human Services	All branches of DHHS, CBO Del Norte Mission Possible
	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff work to connect potentially eligible individuals to CalFresh Benefits. Staff assist individuals with completing the necessary paperwork and accompany individuals to appointments (as needed)	Lassen County Housing and Grants	Lassen Works
	Modoc County: All clients enrolled in any County program based upon low income status are automatically referred to CalFresh through an established referral process and checklist used by each eligibility worker.	Modoc County Department of Social Services	N/A

	Plumas County: PCIRC provides intakes on all individuals and families requesting services. During this process, those not receiving CalFresh Benefits are referred to PCSS.	PCIRC	Plumas County Social Services, CSU Chico
	Shasta County: All clients enrolled in any County program based upon low income status are automatically referred to CalFresh through an established referral process.	Shasta County HHSA	N/A
	Sierra County: PCIRC provides intakes on all individuals and families requesting services. During this process, those not receiving CalFresh Benefits are referred to PCSS.	PCIRC	Sierra County Social Services, CSU Chico
	Siskiyou County: Social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise
	Del Norte County: We connect homeless individuals with Supplemental Security Income/State Supplemental Program and Disability Benefits Programs by educating and training our outreach team and case managers on how to provide application assistance and referrals to these programs as part of case management support. Currently our partner Open Door Community Clinic has a team that assists in the application process for these benefits programs.	County of Del Norte Department of Health and Human Services	All branches of DHHS, CBO Del Norte Mission Possible

	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff work to connect potentially eligible individuals to SSI/SSP Benefits. There is an established referral process in place. Additionally, there are weekly meetings to staff cases as needed. Staff assist individuals with completing the necessary paperwork and accompany individuals to appointments (as needed)	Lassen County Housing and Grants	Lassen Works
	Modoc County: TEACH provides outreach using the HDAP Program	TEACH Inc.	Modoc County Department of Social Services
	Plumas County: PCIRC provides intakes on all individuals and families requesting services. During this process, those not receiving SSI/SSA benefits are referred in-house to the HDAP Program Coordinator for services.	PCIRC	None
	Shasta County: The County has Disability Advocates dedicated to connecting clients to Supplemental Security Income/State Supplemental Programs and/or Disability Benefits Programs.	Shasta County HHSA	N/A
	Sierra County: PCIRC provides intakes on all individuals and families requesting services. During this process, those not receiving SSI/SSA benefits are referred in-house to the HDAP Program Coordinator for services.	PCIRC	None
	Siskiyou County: Social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers

In-home supportive services	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise
	Del Norte County: We plan to enhance case management by providing additional training on how to effectively identify and refer people to In-Home Supportive Services (IHSS). Case managers will understand the IHSS eligibility criteria and how it relates to the unique needs of the homeless population. They will have a comprehensive understanding of the services that IHSS provides. They will collaborate with other branches within DHHS and will know how to efficiently refer individuals to IHSS and support them throughout the application process.	County of Del Norte Department of Health and Human Services	All branches of DHHS and Del Norte Mission Possible
	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff work to connect in need individuals. Staff assist individuals with completing the necessary paperwork and accompany individuals to appointments (as needed)	Lassen County Housing and Grants	Lassen County Adult Services
	Modoc County: County agencies and TEACH Inc. have a referral form which is used	Modoc County Social Services	TEACH, Inc./Adult Protective Services/County Behavioral Health
	Plumas County: PCIRC works closely with Adult Protective Services and the IHSS Program to ensure clients are receiving needed services.	Plumas County Social Services/Adult Protective Services	PCIRC

	Shasta County: Individuals can access In-Home Supportive Services resources through self-referral (walk-in services or online application) or referral from anyone that recognizes the individual is in need of these services.	Shasta County HHSA	N/A
	Sierra County: Housing staff work closely with County Adult Protective Services and the IHSS program to ensure clients are receiving needed services.	Sierra County Social Services	None
	Siskiyou County: social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
Adult protective services	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise
	Del Norte County: Additional education and training will be provided to our outreach team and case managers to enhance their ability to recognize signs of abuse, neglect, self-neglect, or exploitation. They will be familiar with the eligibility criteria for Adult Protective Services (APS) and will know how to make referrals when appropriate.	County of Del Norte Department of Health and Human Services	All branches of DHHS and Del Norte Mission Possible
	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff make referrals as needed. Likewise, APS refers individuals to the Coordinated Entry process and the Home Safe program as needed.	Lassen County Housing and Grants	Lassen County Adult Services

	Modoc County: Collaborative partners will continue to use systems set in place for APS services	Modoc County Adult Protective Services	T.E.A.C.H., Inc./Modoc County Behavioral Health/Alturas Police Dept./Modoc County Sheriff's Dept.
	Plumas County: PCIRC works closely with Adult Protective Services to both accept and cross refer clients we identify through intakes for APS services.	Plumas County Social Services/Adult Protective Services	PCIRC
	Shasta County: Adult Protective Services has a 24-hour Abuse Hotline, as well as walk-in services to anyone in need of assistance, to connect individuals with the appropriate resources.	Shasta County HHSA	Hill Country CARE Center, Inter-Tribal Council Family Violence Prevention, One SAFE Place, Legal Services of Northern California, Crime Victims Assistance Center, and Dignity Health Connected Living.
	Sierra County: The County has established systems in place which are used for APS referrals	Sierra County Social Services/APS	None
	Siskiyou County social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
Child welfare	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise
	Del Norte County: All street outreach staff and case managers will report when there is reasonable suspicion or evidence of child abuse, neglect, or exploitation.	County of Del Norte Department of Health and Human Services	All branches of DHHS and Del Norte Mission Possible

	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff make referrals as needed. Likewise, Child Welfare refers individuals to the Coordinated Entry process and the Bringing Families program as needed.	Lassen County Housing and Grants	Lassen County Adult Services
	Modoc County: Collaborative partners will continue to use systems set in place for CPS services	Modoc County CPS	T.E.A.C.H., Inc./Alturas Police Dept./Modoc County Sheriff's Dept./Modoc County Behavioral Health
	Plumas County: PCIRC works closely with CPS who refers families in need of services such as Bringing Families Home to our agency. PCIRC also operates the Plumas CASA (Court Appointed Special Advocate Program) to work with children in the foster care system living in foster homes and with kinship families.	Plumas County Social Services/Child Protective Services	PCIRC
	Shasta County: Child Welfare has a 24-hour Reporting Hotline, as well as walk-in services to anyone in need of assistance, to connect individuals with the appropriate program, including Social Services and Mental Health.	Shasta County HHSA	Probation, Shasta County Office of Education, One SAFE Place, and Americorps
	Sierra County: PCIRC works closely with CPS who refers families in need of services such as Bringing Families Home to our agency. PCIRC also operates the Plumas CASA (Court Appointed Special Advocate Program) to work with children in the foster care system living in foster homes and with kinship families.	Sierra County Social Services	PCIRC

	Siskiyou County: social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
Child care	The CoC will establish a speaker/training panel for subject matter experts to share at CoC meetings	CoC	CoC members (counties and non-profits) with program expertise
	Del Norte County: we connect families experiencing homelessness to local childcare programs and resources when appropriate by engaging in outreach services and providing comprehensive case management for families with children. Case managers will be trained to understand the eligibility criteria for child care assistance through CalWORKs and the Del Norte Child Care Council and will make referrals for all families that could benefit from these services. We will also ensure that families are connected to Del Norte Unified School District's Foster and Homeless Youth Services when appropriate.	County of Del Norte Department of Health and Human Services	All branches of DHHS, CBO Del Norte Mission Possible, Del Norte Unified School District Foster and Homeless Youth Services
	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff work to connect potentially eligible individuals to childcare benefits, including Head Start.	Lassen County Housing and Grants	Lassen County Head Start
	Modoc County: Service Provider (TEACH) will continue advertising childcare programs throughout the county	TEACH Inc.	Modoc Joint Unified School District/Modoc County Office of Education

	Plumas County: PCIRC refers families to Plumas Rural Services, First 5 and Infant Massage Programs to address the needs of children. The agency partners with the Plumas Children's Council as well.	Plumas Rural Services, First 5, Infant Massage	PCIRC
	Shasta County: Childcare options are offered to CalWORKs recipients for low or no out-of-pocket cost, depending on family size and income.	Shasta County HHSA	Shasta County Office of Education - Early Childhood Services
	Sierra County: PCIRC refers families to Plumas Rural Services, First 5 and Infant Massage Programs to address the needs of children. The agency partners with the Plumas Children's Council as well.	Plumas Rural Services, First 5, Infant Massage	PCIRC
	Siskiyou County: social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
Medi-Cal benefits through Managed Care Plans	The CoC will invite Partnership Health (the managed Medi-Cal provider for the geographic area) to provide bi-annual presentations	CoC	Partnership Health

	Del Norte County: Through street outreach and case management we proactively identify homeless individuals and families in need of medical and mental health services. To address potential barriers, on-site application assistance will be offered. Trained outreach staff and case managers will assist individuals and families with completing the necessary paperwork and addressing documentation challenges. Information about medical and behavioral health services will be conveyed during outreach and case management interactions.	County of Del Norte Department of Health and Human Services	All branches of DHHS and Del Norte Mission Possible
	Lassen County: Through the Coordinated Entry process, Lassen County Health and Social Services staff work to connect potentially eligible individuals to Medi-Cal Benefits. Staff assist individuals with completing the necessary paperwork (including Medi-Cal applications) and accompany individuals to eligibility appointments and health care appointments, as needed.	Lassen County Housing and Grants	Lassen Works
	Modoc County: TEACH provides outreach/enrollment services throughout the County	TEACH Inc.	Modoc County Department of Social Services
	Plumas County: PCIRC is currently working to establish a contract with Partnership Health. The agency was previously contracted with Anthem Blue Cross & California Health & Wellness.	PCIRC	Partnership Health
	Shasta County: Individuals are screened for Medi-Cal eligibility through the walk-in process or through BenefitsCal.com.	Shasta County HHSA	Partnership Health

	Sierra County: The County is currently working to establish a contract with Partnership Health. The agency was previously contracted with Anthem Blue Cross & California Health & Wellness.	Sierra County Social Services	Partnership Health
	Siskiyou County: social workers/case workers/case managers review and connect clients to all applicable resources for which they are eligible. The County also has established applications and referral processes with partner organizations such as the resource centers located throughout the area.	Siskiyou County Health and Human Services Agency	NorCal CoC Siskiyou Advisory Board members, local service providers
Housing Vouchers, WIC, Legal Aid, etc.	Del Norte County: We attempt to connect all individuals and families experiencing homelessness with as many benefit programs and local resources as possible. This includes helping them complete applications for housing assistance through Crescent City Housing Authority and making referrals for W.I.C. unemployment, veteran's programs, tribal programs, California Children's Services (CCS), County Medical Services Program (CMSP), legal aid, behavioral health services, food bank programs, shower programs, clothing resources, etc.	County of Del Norte Department of Health and Human Services	All branches of DHHS and Del Norte Mission Possible

2.7 Memorandum of Understanding

1. Upload the Region's Memorandum of Understanding (MOU).
    a. Optional: upload any additional supporting documentation the region would like to provide.

Guidance

A Memorandum of Understanding (MOU) must be submitted along with the application. This MOU must reflect the actions in the Regionally Coordinated Homelessness Action Plan submitted under this application, be signed by each participating eligible applicant, and commit each signatory to participate in and comply with the Regionally Coordinated Homelessness Action Plan. Smaller cities that choose to participate in the Regionally Coordinated Homelessness Action Plan may also be signatories to this MOU.

2.8 Application Development Process Certification

1. Provide the dates of the three public meetings that were conducted with stakeholders before the Regionally Coordinated Homelessness Action Plan was completed.

Guidance

No less than three public meetings must be held for each Regionally Coordinated Homelessness Action Plan. Applicants should retain documentation of the meetings in alignment with Cal ICH's records retention requirement outlined in the NOFA.
To add additional meetings, add rows to the bottom of the table.

Meeting	Date
1	January 31, 2024
2	February 8, 2024
3	February 22, 2024

2. Describe how specific stakeholder groups were invited and encouraged to engage in the public stakeholder process.

Guidance

A description is required for each stakeholder group for each Regionally Coordinated Homelessness Action Plan. Applicants should retain documentation of these efforts in alignment with Cal ICH's records retention requirement outlined in the NOFA.

Stakeholders	Description of how Stakeholders were invited and encouraged to engage in the public stakeholder process
People with lived experience of homelessness	Each county within the CoC was provided with a flyer to advertise the public meetings and 4 of the counties (Del Norte, Siskiyou, Shasta and Lassen) held "watch parties" so that people could attend in person and participate in the Zoom meetings from the comfort of a community space with the proper technology. Counties reached out to homelessness service providers, and local Wellness Centers. In particular: Shasta County reached out to Sunrise Mountain Wellness Center and the community advisory board through Shasta Health Center to engage persons with lived experience.

Youth with lived experience of homelessness	Each county within the CoC was provided with a flyer to advertise the public meetings and 4 of the counties (Del Norte, Siskiyou, Shasta and Lassen) held "watch parties" so that people could attend in person and participate in the Zoom meetings from the comfort of a community space with the proper technology. Counties reached out to homelessness service providers, and local Wellness Centers. In particular: Shasta County invited Sunrise Mountain Wellness Center and the community advisory board through Shasta Health Center to engage persons with lived experience. Siskiyou County invited Youth Empowerment Siskiyou whose mission to be able to serve any youth age 0-25 who has been exposed to trauma, is in the foster care system or is at-risk.
Persons of populations overrepresented in homelessness	In general, Indigenous/Native Americans are the most overrepresented populations experiencing homelessness within the NorCal CoC geographic area. Each county directly invited local tribal entities and representatives to attend the meetings. Tribal representatives who attended all of the meetings were from the Karuk Tribe (Siskiyou County) and the Tolowa Dee-NI' Nation (Del Norte County)
Local department leaders and staff of qualifying small jurisdictions, including child welfare, health care, behavioral health, justice, and education system leaders	Each county sent direct emails and a copy of the meeting flyer to each of their local department leaders and staff in the noted areas.
Homeless service and housing providers working in that region	A general press release was sent to the television station that serves the geographic area, who aired the meetings announcement during the evening news. Each county sent direct emails and a copy of the meeting flyer to members of their local county-level CoC Advisory Boards, which are made up of homeless services and housing providers working in each region.
Each Medi-Cal Managed Care Plan contracted with the State Department of Health Care Services in the region	Partnership Health was directly invited to attend the meetings.
Street medicine providers and other providers directly serving people experiencing homelessness or at risk of homelessness	All local FQHCs, respite medical providers and providers that conduct street outreach were directly invited to the meetings by the counties.

3. Certify under penalty of perjury that all participating eligible applicants met the statutory public meeting process requirements in developing the Regionally Coordinated Homelessness Action Plan.

Part III: Funding Plan

Each **Administrative Entity** is required to submit a funding plan as part of the HHAP-5 Application. The funding plan must account for 100 percent of the HHAP-5 Base allocation(s), 100 percent of the HHAP-5 Planning allocation(s), and 100 percent of the Initial Supplemental Funding allocation(s) which the Administrative Entity will be responsible for administering.

For both the HHAP-5 base allocation and the initial $100 million supplemental funding, individual allocations for each eligible applicant will be based on their proportionate share of the state's homeless population as reported by HUD in the 2023 PIT count. Allocation amounts will be calculated and released to all applicants once HUD publishes their 2023 Annual Homeless Assessment Report (AHAR).

Cal ICH currently anticipates providing eligible applicants with their calculated allocations by the end of January 2024. This will give applicants at least two months to finalize their HHAP-5 budgets before applications are due at the end of March. Until HHAP-5 final allocations are released, applicants should use their HHAP-4 base allocation as an approximation of their HHAP-5 allocation amount, for planning purposes.

1. Complete a Funding Plan for each Administrative Entity participating in this application.
    a. Identify all Eligible Use Categories the Administrative Entity anticipates using.
    b. Provide the **dollar amount** budgeted per eligible use category. Again, this must account for 100 percent of the HHAP-5 Allocation(s) the Administrative Entity will be responsible for administering.
    c. Where applicable, provide the **dollar amount** that will be designated under the Youth Set-Aside from the selected eligible use categories. **Reminder: the youth set-aside must total at least 10% of all monies received.**
    d. Provide a brief description of activities HHAP-5 funds will support in each selected eligible use category.
    e. Provide an explanation of how the activities therein align with the state's HHAP-5 priorities to prioritize permanent housing solutions and sustain existing investments towards long-term sustainability of housing and supportive services.
2. Complete the New Interim Housing Certification
    a. Indicate whether the budget proposes to support **ANY** new interim housing solutions outside of the youth set-aside.
    b. Indicate whether the budget proposes to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted.
    c. If the Administrative Entity answers "yes" to either of the above, they will be asked to demonstrate dedicated, sufficient resources from other funding sources for long-term permanent housing solutions. This entails summarizing total available dollars for preventing and ending homelessness in the region, including the percentage of these resources dedicated to permanent and interim housing solutions, providing the status of five policy actions for each eligible applicant in the region, and demonstrating the need for additional shelter.

Guidance

*Each Administrative Entity must submit a **single** Funding Plan that accounts for the entire HHAP-5 Allocation(s) which the Administrative Entity will be responsible for administering. This includes:*

- *100 percent of the HHAP-5 Base allocation(s);*
- *100 percent of the HHAP-5 Planning allocation(s); and*
- *100 percent of the Initial Supplemental Funding allocation(s).*

The youth set-aside must total at least 10% of all monies received.

*Administrative costs **may not exceed 7%** of all monies received.*

Up to 1% of all monies received may be budgeted for costs related to the Homeless Management Information System (HMIS). Related costs include HMIS licenses, training, system operating costs, and costs associated with carrying out related activities. Upon agreement between Cal ICH, the grantee, and the Homeless Management Information System lead entity, the grantee shall transfer the authorized amount of funds directly to the HMIS lead entity.

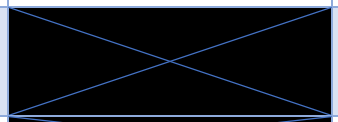
Each funding plan must include:

- *Identification of all Eligible Use Categories the Administrative Entity anticipates using*
- ***Dollar amount** budgeted per eligible use category. Again, this must account for 100 percent of the HHAP-5 Base allocation(s) and 100 percent of the Initial Supplemental Funding allocation(s) which the Administrative Entity will be responsible for administering.*
    - *If applicable, **dollar amount** from the selected eligible use category that will be designated under the Youth Set-Aside. **Reminder: the youth set-aside must total at least 10% of all monies received.***
    - *Administrative costs **may not exceed 7%** of all monies received.*
    - *Applicants may budget **up to 1%** for costs related to the Homeless Management Information System (HMIS). Related costs include HMIS licenses, training, system operating costs, and costs associated with carrying out related activities. Upon agreement between Cal ICH, the grantee, and the Homeless Management Information System lead entity, the grantee shall transfer the authorized amount of funds directly to the HMIS lead entity.*
- *A brief description of activities HHAP-5 funds will support in each selected eligible use category.*
- *An explanation of how the activities therein align with the state's HHAP-5 priority to sustain existing investments towards long-term sustainability of housing and supportive services and prioritize permanent housing solutions.*
- *Certification that the Administrative Entity does not intend to support new interim housing solutions using HHAP-5 funds.*
    - *If an Administrative Entity proposes to use HHAP-5 funds to support any new interim housing solutions outside of the youth set-aside and/or interim housing for youth in excess of 10% of the total HHAP-5 allocation, **the region** will be asked to demonstrate how it has dedicated sufficient resources from other funding sources to long-term permanent housing solutions and the need for new interim housing.*
    - *Reminder: per HSC section 50230(v) "region" means the geographic area served by a county, including all cities and CoCs within it. For the LA region, this means all eligible applicants within the County of LA.*

To add another funding plan for an additional Administrative Entity, copy the entire funding plan section (including the "New Interim Housing Certification" and "Demonstrated Need" Subsections) and paste at the bottom of the template.

Funding Plan – [Administrative Entity Name:__NorCal Continuum of Care_____]

Eligible Use Category	Dollars Budgeted	If applicable, Dollars Budgeted for the Youth Set-Aside	Activities these funds will support	How are these activities aligned with the State's priorities?
Rapid Rehousing	$285,120.26	$24,949.25	Activities to assist persons experiencing homelessness to access permanent housing as quickly as possible, including but not limited to, rental assistance.	Sustain existing investments and prioritize permanent housing solutions
Prevention and Shelter Diversion	$220,832.04		Activities to assist persons at risk of homelessness to access permanent housing as quickly as possible, including but not limited to, rental assistance.	Sustain existing investments and prioritize permanent housing solutions
Delivery of Permanent Housing and Innovative Housing Solutions	$1,258,887.01	$183,168.42	Acquisition of land or buildings, improvements or renovations, services for people in permanent housing programs, to include intensive case management services	Prioritize permanent housing solutions
Operating Subsidies - Permanent Housing				

Operating Subsidies - Interim Housing	$970,308.96	$72,906.11	Operating support for existing shelter initiatives/services, including for unaccompanied youth experiencing homelessness.	Sustain existing investments
Improvements to Existing Interim Housing	$5,000.00		Improvements to North Star Navigation Center in Plumas County	Sustain existing investments
Interim Housing	$371,345.37	$74,847.75	Non-congregate emergency shelter in Del Norte County	Sustain existing investments
Street Outreach	$22,918.66		Costs to conduct outreach to unsheltered individuals	Sustain existing investments
Services Coordination	$73,894.81		Coordinated entry, operation of Navigation Center	Sustain existing investments towards supportive services
Systems Support	$385,072.06		Securing additional funding (grant writing), building partnerships, CoC activities, program development and improvements	Sustain existing investments: Collaboration between seven counties in the NorCal CoC to jointly address homelessness in the CoC region
Administrative Costs	$270,469.41		Expenses related to grant administration and reporting	Sustain existing investments
Additional 1% for HMIS				

New Interim Housing Certification

Does this budget propose to support any new interim housing solutions outside of the youth set-aside?

No

Does this budget propose to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted?

If yes to **either** of the above questions, identify **the region and Eligible Applicants in the region**. Then, respond to all of the below

No

prompts under Demonstration of Dedicated, Sufficient Resources for Permanent Housing. In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate financial resources and policy actions related to reducing and ending homelessness, as well as demonstrated need for additional interim housing.

Demonstration of Dedicated, Sufficient Resources for Permanent Housing

Applicants must respond to this section **when** they have responded "Yes" to either of the questions under "New interim Housing Certification". At a minimum, this section must reflect all eligible applicants in the region where the eligible applicant is proposing to fund new interim housing.

1. Identify Region and all eligible applicants in the Region.
2. Provide required metrics and narrative under "Status of Financial Resources"
3. Complete the 5 tables under "Status of Policy Actions
4. Provide required metrics and narrative under "Demonstrated Need"

Guidance

Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

Region

Eligible Applicants in the Region

Status of Financial Resources

Provide the following financial resource metrics for the region.

Guidance

Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

- *For Single County CoCs and the LA region: the application is already aligned with the "region" definition. Therefore, the first two metrics must exactly reflect the information in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. In the Cognito Form, the first two metrics will automatically populate from the information provided. The applicant will need to provide the "Percent dedicated to interim housing solutions".*
- *For multi-county CoCs: because the participating eligible applicants may or may not exclusively align with the "region" definition, the applicant will need to assess and summarize the relevant information from the in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. Here relevant information refers to the aggregate dollars available to the Eligible Applicants listed the tables directly above, in alignment with the "region" definition.*

Total amount of funds the region is using from its available federal, state, and local dollars to prevent and end homelessness as described in the Action Plan Section: Utilization of Local, State and Federal Funds to End Homelessness
$

Percent of the above that is dedicated to permanent housing solutions	**Percent of the above that is dedicated to interim housing solutions**
%	%

Describe the impact your proposed use(s) of HHAP-5 dollars would have on the above percentages.

Status of Policy Actions

Provide a status update for each Eligible Applicant in the region on the following policy actions related to reducing and ending homelessness.

Guidance

Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (large cities, CoCs, and the county) within the County of LA.

Each of the following tables must be fully filled out for **every** Eligible Applicant in the Region

- The Italicized text in the table provides selections available

Housing Element

Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	If no, provide a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues
	Yes/No	

Prohousing Designation

Eligible Applicant	Current Prohousing Designation Status	If the Eligible Applicant has not been designated Prohousing, identify Prohousing policies that this Eligible Applicant has adopted or plans to adopt in the future.
	Has been designated Prohousing/ *Has applied for Prohousing Designation/* *Plans to apply for Prohousing Designation*	

USICH Seven Principles for Addressing Encampments

Eligible Applicant	Does the Eligible Applicant have a current practice or commitment to follow the Seven Principles?
	Has a current practice of following the Seven Principles/ *Has made an active commitment to follow the Seven Principles/* *Neither of the above*

Housing Law Violations

Eligible Applicant	Does this Eligible Applicant have any outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office?	If the Eligible Applicant has an outstanding housing law violation, provide a plan to resolve issues or plans to request technical assistance to address remaining issues.
	Yes/No	

Surplus Land

Eligible Applicant	Does this Eligible Applicant have a current practice or commitment to identify local surplus land that could be encouraged for use as housing?
	1. *Has a current practice of identifying local surplus land for housing.* 2. *Has a current commitment to identifying local surplus land for housing.* 3. *Requests technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.*

Demonstrated Need

Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following for the region:

Number of shelter beds in the region	#
Number of people experiencing unsheltered homelessness (PIT)	#
Percentage of exits from emergency shelters to permanent housing solutions	%

A plan to connect residents to permanent housing.

NOTE: If there are multiple Administrative Entities applying as part of this regional application, copy and paste the above Funding Plan template here, one for each additional Administrative Entity.

Funding Plan – [Administrative Entity Name:__County of Lassen _____]

Eligible Use Category	Dollars Budgeted	If applicable, Dollars Budgeted for the Youth Set-Aside	Activities these funds will support	How are these activities aligned with the State's priorities?
Rapid Rehousing				
Prevention and Shelter Diversion				
Delivery of Permanent Housing and Innovative Housing Solutions				
Operating Subsidies - Permanent Housing	50,000	50,000	Homekey Youth Housing Project, Supportive Services Reserve	Prioritize Permanent Housing Solutions: Services for people in permanent housing
Operating Subsidies - Interim Housing				
Improvements to Existing Interim Housing				
Interim Housing				
Street Outreach				
Services Coordination	50,000		Coordinated Entry	Sustain existing investments: Increase successful connection to services and housing

Systems Support	70,080.08		Securing additional funding (grant writing), building partnerships, CoC activities, program development and improvements	Sustain existing investments: Collaboration between seven counties in the NorCal CoC to jointly address homelessness in the CoC region, as well as improving the local systems within Lassen County to address homelessness
Administrative Costs	12,940.88		Expenses related to grant administration and reporting	Sustain existing investments
Additional 1% for HMIS	1,848.70		Expenses associated with the administration of HMIS	Sustain existing investments

New Interim Housing Certification

Does this budget propose to support any new interim housing solutions outside of the youth set-aside?

No

Does this budget propose to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted?

No

If yes to **either** of the above questions, identify **the region and Eligible Applicants in the region**. Then, respond to all of the below prompts under Demonstration of Dedicated, Sufficient Resources for Permanent Housing. In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate financial resources and policy actions related to reducing and ending homelessness, as well as demonstrated need for additional interim housing.

Demonstration of Dedicated, Sufficient Resources for Permanent Housing

Applicants must respond to this section **when** they have responded "Yes" to either of the questions under "New interim Housing Certification". At a minimum, this section must reflect all eligible applicants in the region where the eligible applicant is proposing to fund new interim housing.

5. Identify Region and all eligible applicants in the Region.
6. Provide required metrics and narrative under "Status of Financial Resources"
7. Complete the 5 tables under "Status of Policy Actions
8. Provide required metrics and narrative under "Demonstrated Need"

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

Region

Eligible Applicants in the Region

Status of Financial Resources

Provide the following financial resource metrics for the region.

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA. • *For Single County CoCs and the LA region: the application is already aligned with the "region" definition. Therefore, the first two metrics must exactly reflect the information in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. In the Cognito Form, the first two metrics will automatically populate from the information provided. The applicant will need to provide the "Percent dedicated to interim housing solutions".* • *For multi-county CoCs: because the participating eligible applicants may or may not exclusively align with the "region" definition, the applicant will need to assess and summarize the relevant information from the in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. Here relevant information refers to the aggregate dollars available to the Eligible Applicants listed the tables directly above, in alignment with the "region" definition.*

Total amount of funds the region is using from its available federal, state, and local dollars to prevent and end homelessness as described in the Action Plan Section: Utilization of Local, State and Federal Funds to End Homelessness
$

Percent of the above that is dedicated to permanent housing solutions	Percent of the above that is dedicated to interim housing solutions
%	%

Describe the impact your proposed use(s) of HHAP-5 dollars would have on the above percentages.

Status of Policy Actions

Provide a status update for each Eligible Applicant in the region on the following policy actions related to reducing and ending homelessness.

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (large cities, CoCs, and the county) within the County of LA. Each of the following tables must be fully filled out for every Eligible Applicant in the Region • The Italicized text in the table provides selections available

Housing Element

Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	If no, provide a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues
	Yes/No	

Prohousing Designation

Eligible Applicant	Current Prohousing Designation Status	If the Eligible Applicant has not been designated Prohousing, identify Prohousing policies that this Eligible Applicant has adopted or plans to adopt in the future.
	Has been designated Prohousing/ Has applied for Prohousing Designation/ Plans to apply for Prohousing Designation	

USICH Seven Principles for Addressing Encampments

Eligible Applicant	Does the Eligible Applicant have a current practice or commitment to follow the Seven Principles?
	Has a current practice of following the Seven Principles/ Has made an active commitment to follow the Seven Principles/ Neither of the above

Housing Law Violations

Eligible Applicant	Does this Eligible Applicant have any outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office?	If the Eligible Applicant has an outstanding housing law violation, provide a plan to resolve issues or plans to request technical assistance to address remaining issues.
	Yes/No	

Surplus Land

Eligible Applicant	Does this Eligible Applicant have a current practice or commitment to identify local surplus land that could be encouraged for use as housing?
	4. *Has a current practice of identifying local surplus land for housing.* 5. *Has a current commitment to identifying local surplus land for housing.* 6. *Requests technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.*

Demonstrated Need

Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following for the region:

Number of shelter beds in the region	#
Number of people experiencing unsheltered homelessness (PIT)	#
Percentage of exits from emergency shelters to permanent housing solutions	%

A plan to connect residents to permanent housing.

NOTE: If there are multiple Administrative Entities applying as part of this regional application, copy and paste the above Funding Plan template here, one for each additional Administrative Entity.

Funding Plan – [Administrative Entity Name:___County of Shasta _____]

Eligible Use Category	Dollars Budgeted	If applicable, Dollars Budgeted for the Youth Set-Aside	Activities these funds will support	How are these activities aligned with the State's priorities?
Rapid Rehousing				
Prevention and Shelter Diversion				
Delivery of Permanent Housing and Innovative Housing Solutions				
Operating Subsidies - Permanent Housing				
Operating Subsidies - Interim Housing				
Improvements to Existing Interim Housing				
Interim Housing	1,020,218.37		Supportive Services Case Management	Sustain existing investments
Street Outreach				
Services Coordination				

Systems Support	279,511.88	139,755.94	Securing additional funding (grant writing), building partnerships, CoC activities, program development and improvements	Sustain existing investments: Collaboration between seven counties in the NorCal CoC to jointly address homelessness in the CoC region, as well as improving the local systems within Shasta County to address homelessness
Administrative Costs	97,829.16		Expenses related to grant administration and reporting	Sustain existing investments
Additional 1% for HMIS				

New Interim Housing Certification

Does this budget propose to support any new interim housing solutions outside of the youth set-aside?

No

Does this budget propose to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted?

No

If yes to **either** of the above questions, identify **the region and Eligible Applicants in the region**. Then, respond to all of the below prompts under Demonstration of Dedicated, Sufficient Resources for Permanent Housing. In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate financial resources and policy actions related to reducing and ending homelessness, as well as demonstrated need for additional interim housing.

Demonstration of Dedicated, Sufficient Resources for Permanent Housing

Applicants must respond to this section **when** they have responded "Yes" to either of the questions under "New interim Housing Certification". At a minimum, this section must reflect all eligible applicants in the region where the eligible applicant is proposing to fund new interim housing.

9. Identify Region and all eligible applicants in the Region.
10. Provide required metrics and narrative under "Status of Financial Resources"
11. Complete the 5 tables under "Status of Policy Actions
12. Provide required metrics and narrative under "Demonstrated Need"

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

Region

Eligible Applicants in the Region

Status of Financial Resources

Provide the following financial resource metrics for the region.

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA. • *For Single County CoCs and the LA region: the application is already aligned with the "region" definition. Therefore, the first two metrics must exactly reflect the information in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. In the Cognito Form, the first two metrics will automatically populate from the information provided. The applicant will need to provide the "Percent dedicated to interim housing solutions".* • *For multi-county CoCs: because the participating eligible applicants may or may not exclusively align with the "region" definition, the applicant will need to assess and summarize the relevant information from the in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. Here relevant information refers to the aggregate dollars available to the Eligible Applicants listed the tables directly above, in alignment with the "region" definition.*

Total amount of funds the region is using from its available federal, state, and local dollars to prevent and end homelessness as described in the Action Plan Section: Utilization of Local, State and Federal Funds to End Homelessness
$

Percent of the above that is dedicated to permanent housing solutions	Percent of the above that is dedicated to interim housing solutions
%	%

Describe the impact your proposed use(s) of HHAP-5 dollars would have on the above percentages.

Status of Policy Actions

Provide a status update for each Eligible Applicant in the region on the following policy actions related to reducing and ending homelessness.

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (large cities, CoCs, and the county) within the County of LA. Each of the following tables must be fully filled out for every Eligible Applicant in the Region • The Italicized text in the table provides selections available

Housing Element

Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	If no, provide a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues
	Yes/No	

Prohousing Designation

Eligible Applicant	Current Prohousing Designation Status	If the Eligible Applicant has not been designated Prohousing, identify Prohousing policies that this Eligible Applicant has adopted or plans to adopt in the future.
	Has been designated Prohousing/ Has applied for Prohousing Designation/ Plans to apply for Prohousing Designation	

USICH Seven Principles for Addressing Encampments

Eligible Applicant	Does the Eligible Applicant have a current practice or commitment to follow the Seven Principles?
	Has a current practice of following the Seven Principles/ Has made an active commitment to follow the Seven Principles/ Neither of the above

Housing Law Violations

Eligible Applicant	Does this Eligible Applicant have any outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office?	If the Eligible Applicant has an outstanding housing law violation, provide a plan to resolve issues or plans to request technical assistance to address remaining issues.
	Yes/No	

Surplus Land

Eligible Applicant	Does this Eligible Applicant have a current practice or commitment to identify local surplus land that could be encouraged for use as housing?
	7. *Has a current practice of identifying local surplus land for housing.* 8. *Has a current commitment to identifying local surplus land for housing.* 9. *Requests technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.*

Demonstrated Need

Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following for the region:

Number of shelter beds in the region	#
Number of people experiencing unsheltered homelessness (PIT)	#
Percentage of exits from emergency shelters to permanent housing solutions	%

A plan to connect residents to permanent housing.

NOTE: If there are multiple Administrative Entities applying as part of this regional application, copy and paste the above Funding Plan template here, one for each additional Administrative Entity.

Funding Plan – [Administrative Entity Name:_____County of Siskiyou_____]

Eligible Use Category	Dollars Budgeted	If applicable, Dollars Budgeted for the Youth Set-Aside	Activities these funds will support	How are these activities aligned with the State's priorities?
Rapid Rehousing				
Prevention and Shelter Diversion				
Delivery of Permanent Housing and Innovative Housing Solutions				
Operating Subsidies - Permanent Housing				
Operating Subsidies - Interim Housing	69,946.95	69,946.95	Operating Support for Shelter Services for unaccompanied youth experiencing homelessness	Sustain existing investments: The funding will sustain existing efforts to address unsheltered homelessness and focus on identifying pathways to permanent housing for those served.
Improvements to Existing Interim Housing				
Interim Housing				
Street Outreach				
Services Coordination	420,000		Employment assistance/coordination program for persons experiencing or at risk of homelessness	Prioritize permanent housing solutions: these activities will seek to prioritize permanent housing by providing opportunities for households to increase income and better afford/secure stable housing.

Systems Support	160,559.70		Securing additional funding (grant writing), building partnerships, CoC activities, program development and improvements	Sustain existing investments: Collaboration between seven counties in the NorCal CoC to jointly address homelessness in the CoC region, as well as improving the local systems within Siskiyou County to address homelessness
Administrative Costs	48,962.87		Expenses related to grant administration and reporting	Sustain existing investments
Additional 1% for HMIS				

New Interim Housing Certification

Does this budget propose to support any new interim housing solutions outside of the youth set-aside?

No

Does this budget propose to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted?

No

If yes to **either** of the above questions, identify **the region and Eligible Applicants in the region**. Then, respond to all of the below prompts under Demonstration of Dedicated, Sufficient Resources for Permanent Housing. In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate financial resources and policy actions related to reducing and ending homelessness, as well as demonstrated need for additional interim housing.

Demonstration of Dedicated, Sufficient Resources for Permanent Housing

Applicants must respond to this section **when** they have responded "Yes" to either of the questions under "New interim Housing Certification". At a minimum, this section must reflect all eligible applicants in the region where the eligible applicant is proposing to fund new interim housing.

13. Identify Region and all eligible applicants in the Region.

14. Provide required metrics and narrative under "Status of Financial Resources"
15. Complete the 5 tables under "Status of Policy Actions
16. Provide required metrics and narrative under "Demonstrated Need"

Guidance

Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

Region

Eligible Applicants in the Region

Status of Financial Resources

Provide the following financial resource metrics for the region.

Guidance

Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

- *For Single County CoCs and the LA region: the application is already aligned with the "region" definition. Therefore, the first two metrics must exactly reflect the information in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. In the Cognito Form, the first two metrics will automatically populate from the information provided. The applicant will need to provide the "Percent dedicated to interim housing solutions".*
- *For multi-county CoCs: because the participating eligible applicants may or may not exclusively align with the "region" definition, the applicant will need to assess and summarize the relevant information from the in "Plan to Utilize Local, State, and Federal Funds to End Homelessness" above. Here relevant information refers to the aggregate dollars available to the Eligible Applicants listed the tables directly above, in alignment with the "region" definition.*

Total amount of funds the region is using from its available federal, state, and local dollars to prevent and end homelessness as described in the Action Plan Section: Utilization of Local, State and Federal Funds to End Homelessness
$

Percent of the above that is dedicated to permanent housing solutions	Percent of the above that is dedicated to interim housing solutions
%	%

Describe the impact your proposed use(s) of HHAP-5 dollars would have on the above percentages.

Status of Policy Actions

Provide a status update for each Eligible Applicant in the region on the following policy actions related to reducing and ending homelessness.

Guidance
Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (large cities, CoCs, and the county) within the County of LA. Each of the following tables must be fully filled out for every Eligible Applicant in the Region • The Italicized text in the table provides selections available

Housing Element

Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	If no, provide a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues
	Yes/No	

Prohousing Designation

Eligible Applicant	Current Prohousing Designation Status	If the Eligible Applicant has not been designated Prohousing, identify Prohousing policies that this Eligible Applicant has adopted or plans to adopt in the future.
	Has been designated Prohousing/ *Has applied for Prohousing Designation/* *Plans to apply for Prohousing Designation*	

USICH Seven Principles for Addressing Encampments

Eligible Applicant	Does the Eligible Applicant have a current practice or commitment to follow the Seven Principles?
	Has a current practice of following the Seven Principles/ *Has made an active commitment to follow the Seven Principles/* *Neither of the above*

Housing Law Violations

Eligible Applicant	Does this Eligible Applicant have any outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office?	If the Eligible Applicant has an outstanding housing law violation, provide a plan to resolve issues or plans to request technical assistance to address remaining issues.
	Yes/No	

Surplus Land

Eligible Applicant	Does this Eligible Applicant have a current practice or commitment to identify local surplus land that could be encouraged for use as housing?
	10. Has a current practice of identifying local surplus land for housing. *11. Has a current commitment to identifying local surplus land for housing.* *12. Requests technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.*

Demonstrated Need

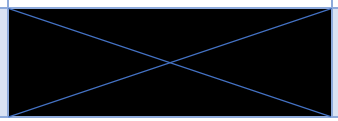
Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following for the region:

Number of shelter beds in the region	#
Number of people experiencing unsheltered homelessness (PIT)	#
Percentage of exits from emergency shelters to permanent housing solutions	%

A plan to connect residents to permanent housing.

NOTE: If there are multiple Administrative Entities applying as part of this regional application, copy and paste the above Funding Plan template here, one for each additional Administrative Entity.

Funding Plan – [Administrative Entity Name:_____County of Del Norte_____]

Eligible Use Category	Dollars Budgeted	If applicable, Dollars Budgeted for the Youth Set-Aside	Activities these funds will support	How are these activities aligned with the State's priorities?
Rapid Rehousing	$114,785.43	$24,949.25	Rent subsidies, deposits, landlord incentives	Sustain existing investments and Prioritize permanent housing solutions
Prevention and Shelter Diversion	$10,000.00		Back rent, utility assistance	Sustain existing investments
Delivery of Permanent Housing and Innovative Housing Solutions				
Operating Subsidies - Permanent Housing				
Operating Subsidies - Interim Housing	$350,000.00		Property management for Homekey project	Sustain existing investments
Improvements to Existing Interim Housing				
Interim Housing	$371,345.37	$74,847.75	Non-congregate emergency shelter	Sustain existing investments
Street Outreach				
Services Coordination				
Systems Support	$71,996.89		Securing additional funding (grant writing), building partnerships, CoC activities, program development and improvements	Sustain existing investments: Collaboration between seven counties in the NorCal CoC to jointly address homelessness in the CoC region, as well as improving the local systems within Del Norte County to address homelessness
Administrative Costs	$69,857.57		Expenses related to grant administration and reporting	Sustain existing investments

Additional 1% for HMIS	$9,980.00	[redacted]	Expenses associated with the administration of HMIS	Sustain existing investments

New Interim Housing Certification

Does this budget propose to support any new interim housing solutions outside of the youth set-aside?

No

Does this budget propose to support new interim housing solutions for youth in excess of 10% of the total HHAP-5 Dollars budgeted?

No

If yes to **either** of the above questions, identify **the region and Eligible Applicants in the region**. Then, respond to all of the below prompts under Demonstration of Dedicated, Sufficient Resources for Permanent Housing. In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate financial resources and policy actions related to reducing and ending homelessness, as well as demonstrated need for additional interim housing.

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Applicants must respond to this section **when** they have responded "Yes" to either of the questions under "New interim Housing Certification". At a minimum, this section must reflect all eligible applicants in the region where the eligible applicant is proposing to fund new interim housing.

17. Identify Region and all eligible applicants in the Region.
18. Provide required metrics and narrative under "Status of Financial Resources"
19. Complete the 5 tables under "Status of Policy Actions
20. Provide required metrics and narrative under "Demonstrated Need"

Guidance

Per HSC section 50230(v) "region" means the geographic area served by a county, including all Cities and Continuums of Care within it. For the LA region this means all eligible applicants (Large Cities, CoCs, and the County) within the County of LA.

Region

Eligible Applicants in the Region

Status of Financial Resources

Provide the following financial resource metrics for the region.

Guidance

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$

Percent of the above that is dedicated to permanent housing solutions	Percent of the above that is dedicated to interim housing solutions
%	%

Describe the impact your proposed use(s) of HHAP-5 dollars would have on the above percentages.

Status of Policy Actions

Provide a status update for each Eligible Applicant in the region on the following policy actions related to reducing and ending homelessness.

Guidance

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Each of the following tables must be fully filled out for every Eligible Applicant in the Region

- The Italicized text in the table provides selections available

Housing Element

Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	If no, provide a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues
	Yes/No	

Prohousing Designation

Eligible Applicant	Current Prohousing Designation Status	If the Eligible Applicant has not been designated Prohousing, identify Prohousing policies that this Eligible Applicant has adopted or plans to adopt in the future.
	Has been designated Prohousing/ Has applied for Prohousing Designation/ Plans to apply for Prohousing Designation	

USICH Seven Principles for Addressing Encampments

Eligible Applicant	Does the Eligible Applicant have a current practice or commitment to follow the Seven Principles?
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Housing Law Violations

Eligible Applicant	Does this Eligible Applicant have any outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office?	<u>If the Eligible Applicant has an outstanding housing law violation,</u> provide a plan to resolve issues or plans to request technical assistance to address remaining issues.
	Yes/No	

Surplus Land

Eligible Applicant	Does this Eligible Applicant have a current practice or commitment to identify local surplus land that could be encouraged for use as housing?
	13. Has a current practice of identifying local surplus land for housing. *14. Has a current commitment to identifying local surplus land for housing.* *15. Requests technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.*

Demonstrated Need

Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following for the region:

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Percentage of exits from emergency shelters to permanent housing solutions	%

A plan to connect residents to permanent housing.

NOTE: If there are multiple Administrative Entities applying as part of this regional application, copy and paste the above Funding Plan template here, one for each additional Administrative Entity.

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

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

FROM:

MEETING DATE: **April 2, 2024**

SUBJECT: **County Administrative Officer's Report**

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. CAO MARCH REPORT 2024

PLUMAS COUNTY
CALIFORNIA County Administrative Officer

TO: **Honorable Chair and Board of Supervisors**
FROM: **Debra Lucero, CAO**
Meeting Date: **April 2, 2024**
Subject: **CAO Report 3/1/24 – 3/31/24**

HUMAN RESOURCES UPDATE

We are scheduled to kick-off the Health & Human Services Feasibility Study on April 1, meeting with the four department heads and their finance officers. This study will look at combining Behavioral Health, Public Health, Environmental Health & Social Services into a Health & Human Services (HHS Agency). The scope of this study includes four main components:

- Conduct a high-level organizational assessment of the current organizational state-of-the-state of the impacted departments and gather stakeholder and programmatic input and feedback. This will include on-site, Zoom, telephone and email encounters.
- Review the structures of selected similar counties.
- Provide a case for integration.
- Provide a roadmap for next steps.

The Feasibility Study will address four major questions. Will the formation of a Plumas County HHS Department or Agency:

- Enhance or improve the delivery of the right service, to the right client, at the right time, in the right setting, and at the right cost, resulting in the best outcome?
- Enhance or improve the organizational leadership model, organizational priorities, and the delivery of quality services to the residents of the county.
- Enhance or improve staff relationships and organizational culture in terms of communication, transparency, trust, respect, promotional opportunities, recruitment, and retention?
- Enhance or improve financial and staffing efficiencies?

FINANCE UPDATE

The 2021-22 Financial Audit is complete, according to the Auditor/Controller and in draft form. She is responding to the findings. We should know more about the contents of the Audit during an April BOS meeting.

GRANTS MANAGER

- **Grant/program updates**
  - Preparing for ARPA reporting
  - Prepared and finalized LATCF annual reporting
  - Drafted website for Grant Manager
  - Rectified billing issues with CLA

    - Working with Sierra Buttes on payment requests and 2024 grant cycle/contracts
    - Assisted with the contract, public hearing, and board presentation for the Engie Energy Service project
- Meetings and Functions
    - Attended OpenGov session with Public Health
    - Attended several Long-Term Recovery working meetings including 3rd Saturday of the month DFC Community Meeting

RISK MANAGEMENT & CAL-OES UPDATE

3/1 – Train Derailment Unified Command Report
3/1 – CalOES Inland Region Winter Storm Call
3/2 – Plumas OES active with blizzard/snow event
3/3 - Plumas OES active with blizzard/snow event
3/4 - Blizzard/Snow update
3/4 – Meeting with Social Services
3/5 - Train Derailment Unified Command Report
3/6 – Red Cross Meeting
3/6 – VOAD Meeting
3/7 – Meeting with UP & Environmental Health regarding train hazmat spill in May
3/8 - Train Derailment Unified Command Report
3/12 – Train Derailment Unified Command Report
3/14 – Fire Safe Council Board Meeting
3/14 – Fire Safe Council Meeting
3/14 – Drought task force meeting
3/14-15 In-person County employee CPR training with Trindel.
3/15 – Coordination with Ag Dept Meeting
3/15 - Train Derailment Unified Command Report
3/18-19 In-person LSTP training.
3/18 – Train Derailment Tour
3/19 – PG&E TTX
3/20 - Strategic Planning for Workplace Safety
3/20 – AAR Report debriefing
3/20 – VOAD Meeting
3/21 – Red Cross Shelter Operations Training
3/22 – Recovery meeting
3/25 – OA Manager's Meeting
3/26 – Train Derailment Unified Command Report
3/27 – VOAD Kickoff meeting
3/29 Trindel Executive meeting
Create SB553 Workplace violence policy and reporting documents.

CLIFTON, LARSON & ALLEN (CLA UPDATE)

Throughout this month, we have proactively reduced CLA's resources supporting the County. This has increased the timeframe CLA can provide support to continue the work on the FY2024-25 budget process as part of our current project budget:

Cash

- Trained the Treasurer & Auditor Controller teams on the use of templates for reconciling Cash and Investments

    - Completed Cash and Investment reconciliations through Q3 2023 and Plumas Bank & US Bank through October 2023. Reconciliations are completed under the review and direction of management.

Chart of Accounts

- Processed changes to accounts and funds as requested by Auditor-Controller and / or County Administrative Officer

Budgets

- Budget coordination and tracking maintained throughout the month per Budget Calendar
- Review of Department Narratives for the Budget Book in process- identifying narratives as complete or requiring revisions
- Ad-hoc Munis Budget training sessions completed as requested
- Scheduled Departments for Budget meetings planned for the week of March 11
- Outlined process for the systematic creation of the California Budget Schedules for the Budget Book

Fixed Asset Implementation to Munis

- Met with entire Auditor-Controller team to review processes designed on a monthly and annual basis to track Fixed Assets and catch-up work for 2023 activity

Special District Payroll

- Drafted next communication to Special Districts on project status to be sent in March
- Communicated with Taylorsville Cemetery and Portola Cemetery to discuss system transition

Recurring Recommendations (Amended for Clarification):

Set up each person within Treasury department responsible for banking / financial institution transactions, reconciliations, or review duties with their own appropriate login (no sharing logins).

- Setup read only access rights for Financial Institutions for the CAO & access rights for the Auditor Controller based on needs of job function.
- BOS obtain an inventory of all County bank accounts / financial institutions and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.
- Utilization of investment software will expedite the process to get caught up on investment compliance reporting and ongoing management of investment reporting & recording of transactions. We recommend that the County explore its current service agreement with PFM. Enhancing services with

the current provider may be another way to expedite the process of maintaining compliance with the County's investment reporting requirements. Additionally, although the calculation of interest apportionment was not in our scope, we recommend the County review the current interest apportionment process, and calculations derived by the County's internally developed tool for completeness and accuracy. Consider updating or replacing the legacy interest apportionment system in conjunction with investment software and process upgrades under consideration.

- CLA recommends that a fiscal officer or administrative assistant be hired or identified within the County to assist the CAO's office. Currently, the CAO's office does not have adequate staffing levels to assign the budget tasks performed by CLA's interim accounting team. Under direction of the CAO, this position would prepare, manage, and coordinate the details necessary for the development of the County's annual operating and capital budget; assist with forecasts of necessary funds including supplies, services and staffing; discuss and resolve budget issues with appropriate staff; coordinate preparation and publishing of the budget book with required schedules and targeted improvements; implement budget adjustments as necessary. This position, at the direction of the CAO, may assist with other tasks and initiatives such as, monitor and report on expenditures vs. budget across all departments regularly, facilitate fund administration across the County, provide CAO support to departments, Travel & Expense compliance, and process improvement.
- CLA recommends that an assistant controller or an accounting manager be hired for the existing open/allocated position within the Auditor Controller Department. Currently, the Auditor Controller office does not have adequate management staffing levels to perform regular general ledger accounting close tasks, such as reconciling cash transactions in Munis daily and monthly to bank balances, recording transactions timely, processing payables and receivables timely, and regularly closing the general ledger in Munis with balance sheet accounts reconciled. Under direction of the Auditor Controller, this new/open position can assist with staff management and training, maintenance of the Chart of Accounts, process improvement projects, and assist with creation of performance reporting for Auditor Controller / CAO / Board of Supervisors. This filled position can also assist with supporting the annual audit.

OTHER CAO MEETINGS/ACTIVITIES

1. Mar. 1 – MRG Weekly Meeting with Don Ashton
2. Mar. 4 – Budget Narrative Review with CLA
3. Mar. 4 – Engie Meeting with Ashu, Zachary
4. Mar. 4 – MRG, LCW meeting about Comp/Class studies
5. Mar. 5 – BOS Meeting
6. Mar. 5 – OpenGov / PH Budgeting Meeting
7. Mar. 5 – S.E.A. Meeting
8. Mar. 6 – CLA Status Meeting
9. Mar. 6 – Sheriff Meeting Re: AB89 & Educational requirements & Stipends
10. Mar. 6 – Grand Jury Interview
11. Mar. 6 – Auditor-Controller Mid-Year Budget Review Meeting
12. Mar. 7 – MRG Weekly Meeting
13. Mar. 7 – OpenGov Project Kick-Off Meeting
14. Mar. 7 – CLA CA Budget Schedule Review
15. Mar. 7 – Clerk of the Board / CAO Budget Meeting
16. Mar. 8 – CACE Bi-Weekly Meeting
17. Mar. 8 – LACTF Reporting w/Zachary
18. Mar. 11 – Social Services Budget Meeting

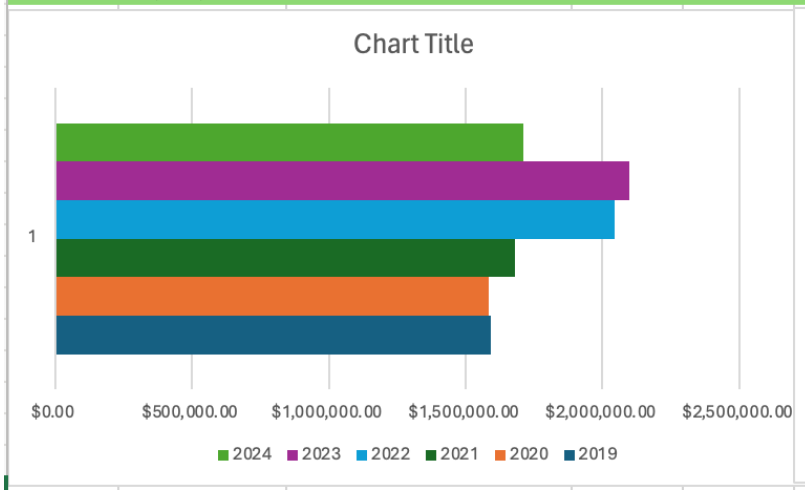
19. Mar. 11 – County Fair Budget Meeting
20. Mar. 12 – Workman's Comp Meeting
21. Mar. 12 – CLA Weekly Meeting
22. Mar. 13 – Cooperative Extension Budget Meeting
23. Mar. 13 – IT Budget Meeting
24. Mar. 13 – Facility Services/Airport Budget Meeting
25. Mar. 13 – BH Budget Meeting
26. Mar. 13 – Clerk of the Board / Title III / Grand Jury Budget Meeting
27. Mar. 14 – MRG/Plumas HR meeting
28. Mar. 14 – Sheriff, Jail, Court Budget Meeting
29. Mar. 14 – Public Works, Road, Solid Waste & Flood Control, Engineering, Special Districts Budget Meeting
30. Mar. 14 – Engie Service Contract Meeting
31. Mar. 14 – Risk/OES Budget Meeting
32. Mar. 14 – Ag Dept./Weights & Measures Budget Meeting
33. Mar. 14 – Library Budget Meeting
34. Mar. 15 – MRG Weekly Check-in
35. Mar. 18 – County counsel Budget Meeting
36. Mar. 18 – Planning, GIS, Planning Commission (General Plan) Budget Meeting
37. Mar. 18 – Building & Code Enforcement Budget Meeting
38. Mar. 18 – Museum Budget Meeting
39. Mar. 18 – Assessor Budget Meeting
40. Mar. 18 – Public Health Budget Meeting
41. Mar. 18 – Child Support Budget Meeting
42. Mar. 18 – OpenGov meeting
43. Mar. 20 – Budget Narrative and Notes from Budget Review Meetings
44. Mar. 20 – CLA Check-in
45. Mar. 20 – Facility Services – Quincy Library meeting
46. Mar. 20 – OpenGov Angelica Au meeting
47. Mar. 21 - MRG Weekly Check-in (Don, Julie, HR Dept.)
48. Mar. 21 – Anjali Ward meeting
49. Mar. 25 – OpenGov Project Status Meeting
50. Mar. 25 – Call with Nichole Williams (Alpine CAO/Trindel Board of Directors)
51. Mar. 25 – Call with Sharon Roberts (FRTA, Air B&B Contract)
52. Mar. 25 – Open Gov COA Kickoff Meeting
53. Mar. 26 – Agenda review
54. Mar. 27 – CLA Status Review
55. Mar. 28 – MRG Weekly Check-In

TRANSIENT OCCUPANCY TAX REPORT

Here is a quick snapshot of TOT revenues from 2019-2024 (Year-to-date) – based on numbers provided by the Auditor-Controller. Last year, we budgeted $1.6 million. This year, we may budget $1.8 million.

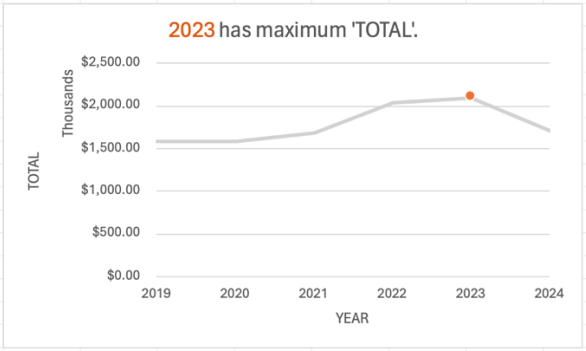
The bump in 2022 and 2023 was due to the rebuild activities after the fire and workers who stayed in the area.

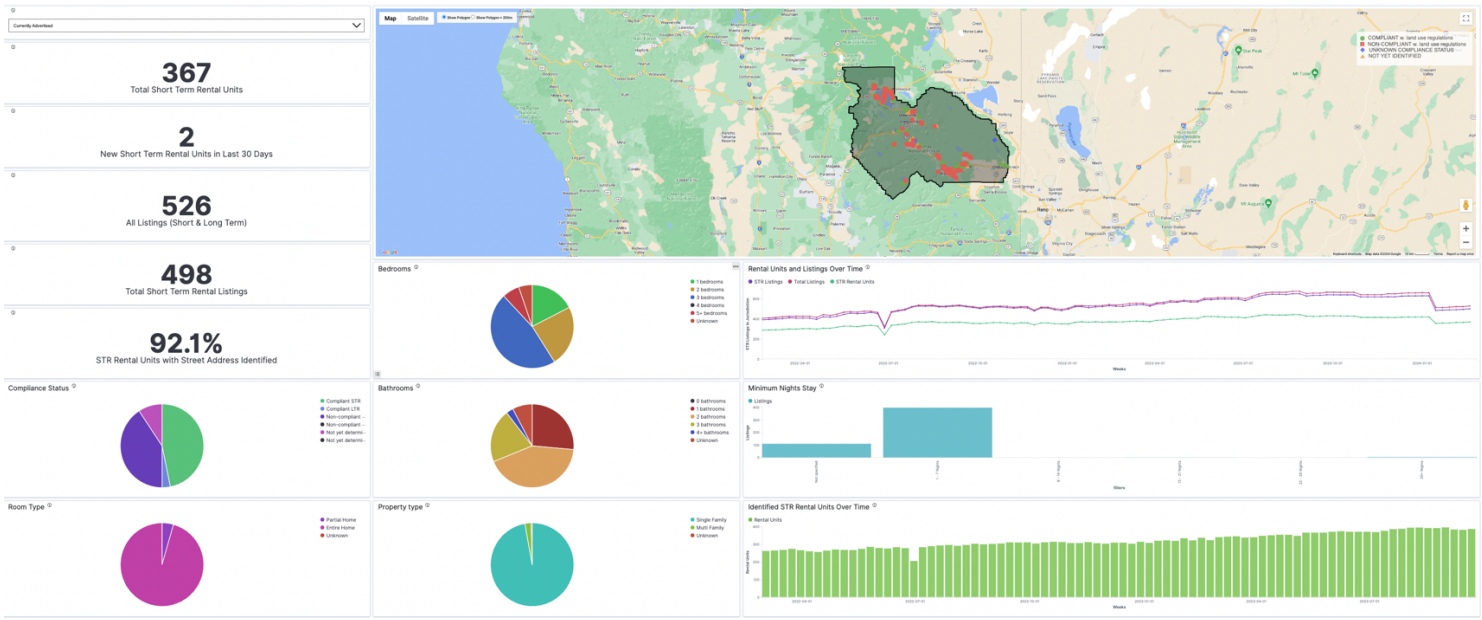
TOT TRENDS		3/25/24	
YEAR	TOTAL	% INCREASE/DECREASE	NOTES
2019	$1,591,388.27		Pentamation Data
2020	$1,582,610.08	.55% decrease from 2019	Munis Data: After the Fire
2021	$1,679,220.29	6.10% increase over 2020	Munis Data
2022	$2,045,877.99	21.83% increase over 2021	Munis Data: After the Fire
2023	$2,096,416.92	2.47% increase over 2022	Munis Data: After the Fire
2024	$1,712,330.89	Year to date	Munis Date: To date for 2023-24





YEAR	Sum of TOTAL
2019	$1,591,388.27
2020	$1,582,610.08
2021	$1,679,220.29
2022	$2,045,877.99
2023	$2,096,416.92
2024	$1,712,330.89
Grand Tota	$10,707,844.44




Currently Advertised
367
Total Short Term Rental Units
2
New Short Term Rental Units in Last 30 Days
526
All Listings (Short & Long Term)
498
Total Short Term Rental Listings
92.1%
STR Rental Units with Street Address Identified
Map
Satellite
Bedrooms
Rental Units and Listings Over Time
Compliance Status
Bathrooms
Minimum Nights Stay
Room Type
Property type
Identified STR Rental Units Over Time

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero – CAO at the request of the Board of Supervisors**
MEETING DATE:	**April 2, 2024**
SUBJECT:	**California State Controller's Office (SCO Discussion**

Recommendation:
Discussion and possible action.

Background and Discussion:
What follows is the type of discussion Plumas County would have with the State Controller's Office (SCO) should the Board approve the action.

Plumas County has been in an intensive 5-year-long process to update its financial system and fully implement the County's ERP software - Tyler-Munis. Hindering this process was the onset of COVID in 2020, the Dixie Fire in 2021, and the resignation of more than a dozen department heads over a two-year period. All of these unfortunate incidents have affected this transition. For the past year, the County has also been working to transition its payroll system from the legacy software of Pentamation to Tyler-Munis since Pentamation is no longer supported and not functioning as needed. The goal for this transition is July 1, 2024 and appears to be on track.

In November 2022, the Board of Supervisors hired a County Administrative Officer (after nearly a decade of not having a CAO). The CAO took several months to review finances and existing financial processes before recommending to the Board to hire Clifton, Larson & Allen (CLA) accounting firm to dig into the various issues. In May 2023, CLA began to review process and procedures to help mitigate financial risks that had become apparent. These risks included:

- Plumas County had not been able to file its audited financial statements by required deadlines. Currently, FY 2021-22 Annual Comprehensive Financial Report (ACFR), which was due March 31, 2023, is 734 days overdue or more than two years late and the June 30, 2023 audit deadline just passed on March 31, 2024 with no time estimate on when it will be completed.

  FY2020-21 was the last audit Plumas County filed with the SCO and it was filed nearly two years after the deadline in November of 2022.

  Also late and due March 31 of each year is a Single Audit Report (SAR) and financial statement package for agencies where total federal funds expended exceed $750,000 in a fiscal year. Failure to submit this report in a timely fashion causes Plumas County to be added to the "Do Not Authorize" list which impacts Public Works transportation projects primarily funded by federal dollars. It can also impact grant applications to state and federal agencies.

  Late audits can also affect the ability of an agency to secure financing for projects.

  Also provided around this same timeframe is the Treasury Oversight Committee report done by external auditors.
- Rolling over the Plumas County budget for six consecutive years

- Amassing a backlog of journal entries
- Failing to reconcile cash and investments
- Failing to apportion interest
- Experiencing insufficient staffing
- Experiencing insufficient training on software
- Lack of updated policies and procedures

Because of this history, the Board of Supervisors believes it is prudent to approach the SCO proactively about the lengths the County has taken to mitigate financial risk and improve internal controls, processes and procedures. The primary concern expressed by the Board is that issues Plumas County has experienced have plagued other counties like Humboldt and Mendocino and the Board wishes to be proactive.

Attached to this item are four reports, two of them are 2022 State Controller reports for Humboldt County, outlining similar issues as to what Plumas County is experiencing. Another is the CAO's report from January 2023 identifying similar issues about internal controls, lack of training, loss of institutional knowledge, etc. And finally, there is a State Controller's report on Plumas County's Court Revenues. This report came out in November 2022.

In addition to assistance from the accounting firm CLA, Craig Goodman, a CPA consultant, has been working with the Auditor-Controller's office for the past 12 years. Specifically, his scope of work per his latest contract includes:

- 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 preparation of full disclosure financial statements for FY 2021-22 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 & Newell (external auditors)
- Assist the Auditor-Controller's Office with GASB and OBEP reporting.
- Other professional services as mutually agreed upon between Contractor and County.

CLA has assisted with the following actions - supported and under the direction of the County through the offices of the County Administrative Office, the Auditor Controller, and Treasurer-Tax Collector. These actions include (under the following categories):

Cash & Investments:

- Aligned cash and investment accounts from each financial institution to a corresponding general ledger account to ease reconciliation process with several recommendations.
- Reconciled cash and investment accounts from August 2021 – October 2023 and designed a process for continued monthly cash and investment reconciliations (see PFM Investment explanation below). The County has plans to engage consulting assistance to bring the reconciliations current until staffing levels allow for maintaining ongoing timely reconciliations.
- Transitioned Treasury team from posting investment transactions from paper ledgers on a transaction-by-transaction basis which was then replicated into Munis via individual entries, to consolidating transactions into an Excel template and posting activity on a monthly basis via a single journal into Munis. Investment activity is now caught up for the gap period of August 2021 and forward where purchases and sales of investments had previously not been recorded. The process for which the County used to catch up on entering investment data into Munis has been documented for reference purposes.
- Implemented a process to align Cash entries recorded on the Treasury Cash accounts and Department

level Cash accounts appropriately to keep these accounts in balance.

Practice of Recording PFM Investment Transactions- This summary only refers to PFM Investment income/earnings and is provided as an example of the type of work and results or impacts upon County agencies.

Fiscal Year 2021

PFM Investment transactions and amortization on individual securities were manually tracked and recorded regularly and within the correct fiscal year within the Treasurer's Cash Ledger and provided to the Auditor-Controller as a deposit to post within the County General Ledger.

Impact:

- Significant time commitment by the Treasurer-Tax Collector to manually track PFM investment performance and amortization on paper.

Fiscal Year 2022

July & August 2021 – PFM Investment transactions and amortization on individual securities were manually tracked and recorded regularly and within the correct fiscal year within the Treasurer's Cash Ledger and provided to the Auditor-Controller as a deposit to post within the County General Ledger.

September 2021 – June 2022 – PFM Investment transactions and amortization on individual securities were not tracked or recorded within the Treasurer's Cash Ledger or the County General Ledger until FY2023 and FY2024. Catch up deposits and entries were made for this time period in two stages:

Stage 1:

PFM Investment transactions and amortization on individual securities were manually updated and recorded within the Treasurer's Cash Ledger and provided as individual deposits to the Auditor-Controller to post within the County General Ledger. As the Treasurer's Cash Ledger is only able to record transactions on a current daily basis (no back dating), when the old transactions were posted they were posted as if they were received on that current date of posting. This then forced the Auditor-Controller office to post these old deposit transactions also into a current date to balance the daily deposits. However, the Auditor-Controller would then make journal entries to reverse the impact on the FY2023 or FY2024 General Ledger and record the impact into Period 13 of the FY2022 General Ledger.

Stage 2:

Instead of manually tracking each PFM investment transaction and amortization on individual securities and making individual entries for the transactions, the PFM transactions were downloaded for the entire fiscal year and incorporated into an excel worksheet to summarize and capture the full fiscal year impact of the PFM Investment Earnings. This was then incorporated into a reconciliation of the total Investment Income within the County Balance Sheet account to determine the net impact of unrecorded transactions. This net impact was then recorded into the Treasurer's cash ledger (on a current date) and posted as a deposit into the County General Ledger by the Auditor-Controller (on the same current date). The Auditor-Controller then posted a journal entry to reverse the impact on the FY2024 General Ledger and record the impact into Period 13 of the FY2022 General Ledger.

Impact:

- PFM Investment earnings (interest, gains, losses) were not available to allocate to participating funds during FY2022.

- Participating funds were unaware of their full available funds as investment earnings from PFM Income were not included in their cash fund balance throughout the fiscal year.

- Significant time commitment by Treasurer-Tax Collector, Auditor-Controller to catch up on entries.
- Additional expense paid by the County to contract with third parties to assist with catch up transactions and reconciliations (CLA and C. Goodman).

Fiscal Year 2023

July 2022 – June 2023- PFM Investment transactions and amortization on individual securities were not tracked or recorded within the Treasurer's Cash Ledger or the County General Ledger until FY2024.

A single catch-up deposit and entry was made for this time period. The PFM transactions were downloaded for the entire fiscal year and incorporated into an excel worksheet to summarize and capture the full fiscal year impact of the PFM Investment Earnings. Since no entries were made for this time period, the impact of the full year investment earnings was consolidated into a single deposit and recorded in the Treasurer's cash ledger and posted into the County's General Ledger by the Auditor-Controller. The Auditor-Controller then posted a journal entry to reverse the impact on the FY2024 General Ledger and record the impact into Period 13 of the FY2023 General Ledger.

Impact:

- Investment earnings (interest, gains, losses) were not available to allocate to participating funds during FY2023.
- Participating funds were unaware of their available funds as investment earnings were not included in their cash fund balance throughout the fiscal year.

Fiscal Year 2024

Expect the Treasurer-Tax Collector to download the PFM transactions and utilize the excel worksheet to summarize and capture the impact of the PFM Investment Earnings and consolidated into a single deposit and recorded in the Treasurer's Cash Ledger and posted into the County's General Ledger by the Auditor-Controller. This process can be done monthly or quarterly but should be completed within the fiscal year so that no further entries are needed to be made by the Auditor-Controller.

The Treasurer may choose to implement an Investment Software Solution (Sympro has been purchased) that has the capability to record the transactions systematically and more frequently.

Impact:

- Minimal time commitment from Treasurer and Auditor-Controller to record earnings.
- Investment earnings (interest, gains, losses) are available to allocate to participating funds quarterly.
- Participating funds will be aware of their available funds as investment earnings will be included in their cash fund balance throughout the fiscal year.

Budget & Chart of Accounts:

- Improved the timeliness, accuracy, transparency, and overall usefulness of the budget for FY23-24 which resulted in the following initiatives:
    - Aligned departmental budgets to the accounts, schedules, and activity under their purview to review and adjust any stale or outdated activity, and apply current period estimates where possible
    - Inactivated accounts and funds in Munis that are no longer in use
    - Collaborated with Sheriff & DA to agree on Chart of Account changes to better utilize Munis functionality.

- Created new funds to begin using in FY2024 to replace 2 sub-funds
- Updated Chart of Accounts to include a Parent Department into the P&L Department Account Segment string to improve functionality of pulling data for each Department Head/Fiscal Officer
- Updated fund balances to reflect the most current estimate (based on current GL unaudited balances available)
  Implemented structured plan for FY24-25 Budget, including specific deliverables to present a complete budget book to the Board of Supervisors for approval by June 18, 2024 (regular meeting) or June 25, 2024 (special meeting)
- Created new funds, org codes, and accounts to begin using in FY2024 for the Opioid Settlement, the Almanor Park & Rec Sierra Nevada Conservancy, and Dixie Fire Settlement
- Documented a thorough Budget Instruction book for FY24-25 Budget, and shared with Department Heads and Fiscal Officers
- Trained Fiscal Officers and Department Heads on entry of Department budgets directly into Munis to streamline the process and reduce risk of data entry errors
- Working on the adoption of a new budgeting software tool (OpenGov was just purchased and is being implemented now) to continue improvements to the budgeting process.

Fixed Asset Implementation to Munis

- Transitioned the County Fixed Asset ledger from Pentamation, a system that is no longer supported by the vendor, to the Fixed Asset module within the Munis System. Auditor-Controller and staff were trained on the system and training documents were created and are available on the Auditor-Controller SharePoint site.
- Created monthly and annual processes for the Auditor- Controller team to track additions, deletions, and transfers of Fixed Assets throughout the year. Updated Fixed Asset Addition and Change forms for Department Head use to align with new system and processes.

Special District Payroll Transition to Munis

- Collected contact information for communication with Special Districts where the County is providing payroll services. Communicated updates to these Special Districts regarding the system transition and process changes.
- Provided outline of system setup requirements and customizations for the County to setup each Special District within the Munis Human Capital Management module.

During the course of this work, CLA made several recommendations to the Treasurer-Tax Collector, Auditor-Controller and CAO's office. These are listed below.

Recommendations by CLA to the County of Plumas

1. Set up each person within Treasury department responsible for banking / financial institution transactions, reconciliations, or review duties with their own appropriate login (no sharing logins).
   - Setup read only access rights for Financial Institutions for the CAO & access rights for the Auditor Controller based on needs of job function.
   - BOS obtain an inventory of all County bank accounts / financial institutions and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.
   - Utilization of investment software will expedite the process to get caught up on investment compliance reporting and ongoing management of investment reporting & recording of transactions. We recommend that the County explore its current service agreement with PFM. Enhancing services with the current provider may be another way to expedite the process of maintaining compliance with the County's investment reporting requirements. Additionally, although the calculation of interest apportionment was not in our scope, we recommend the

County review the current interest apportionment process, and calculations derived by the County's internally developed tool for completeness and accuracy. Consider updating or replacing the legacy interest apportionment system in conjunction with investment software and process upgrades under consideration. (Sympro has been purchased by the Treasurer-Tax Collector but not as yet implemented).

- CLA recommends that a fiscal officer or administrative assistant be hired or identified within the County to assist the CAO's office. Currently, the CAO's office does not have adequate staffing levels to assign the budget tasks performed by CLA's interim accounting team. Under direction of the CAO, this position would prepare, manage, and coordinate the details necessary for the development of the County's annual operating and capital budget; assist with forecasts of necessary funds including supplies, services and staffing; discuss and resolve budget issues with appropriate staff; coordinate preparation and publishing of the budget book with required schedules and targeted improvements; implement budget adjustments as necessary. This position, at the direction of the CAO, may assist with other tasks and initiatives such as, monitor and report on expenditures vs. budget across all departments regularly, facilitate fund administration across the County, provide CAO support to departments, Travel & Expense compliance, and process improvement.
- CLA recommends that an assistant controller or an accounting manager be hired for the existing open/allocated position within the Auditor Controller Department. Currently, the Auditor Controller office does not have adequate management staffing levels to perform regular general ledger accounting close tasks, such as reconciling cash transactions in Munis daily and monthly to bank balances, recording transactions timely, processing payables and receivables timely, and regularly closing the general ledger in Munis with balance sheet accounts reconciled. Under direction of the Auditor Controller, this new/open position can assist with staff management and training, maintenance of the Chart of Accounts, process improvement projects, and assist with creation of performance reporting for Auditor Controller / CAO / Board of Supervisors. This filled position can also assist with supporting the annual audit.

Action:

Discussion and possible action to proactively contact the SCO and offer the steps the County has taken to mitigate financial risks and improve internal controls, processes and procedures.

Fiscal Impact:

The County has allocated $1,412,000 over two to three years to update its financial processes and catch up on work that has hindered the timely filing of required financial statements and audits.

Clifton, Larson & Allen contract - $728,000 (over two fiscal years)
Craig Goodman contract - $310,000 (over two fiscal years)
OpenGov software for budgeting purposes - $277,000 (3-year contract)
Sympro Software for investment reporting - $97,000 (3-year contract)

Attachments:

1. SCO_HumboldtCounty Internal Control Over Financial Reporting July 2022
2. SCO_HumboldtCounty Apportionment and Allocation of Proper Tax Revenues December 2022
3. CAO January 2023 Report FINAL
4. SCO_PlumasCounty Court Revenues November 2022

HUMBOLDT COUNTY

Review Report

INTERNAL CONTROL OVER FINANCIAL REPORTING

July 1, 2019, through June 30, 2021

BETTY T. YEE
California State Controller

July 2022

BETTY T. YEE
California State Controller

July 22, 2022

Cheryl Dillingham,
Interim Auditor-Controller
Humboldt County
825 5th Street, Room 126
Eureka, CA 95501

Elishia Hayes,
County Administrative Officer
Humboldt County
825 5th Street, Room 126
Eureka, CA 95501

Dear Ms. Dillingham and Ms. Hayes:

The State Controller's Office reviewed Humboldt County's internal controls over its annual financial reporting process to determine whether the county's inability to submit timely annual financial reports is due to a lack of internal controls. Our review was for the period of July 1, 2019, through June 30, 2021. We expanded our scope to include prior fiscal years and the current fiscal year when information obtained from county officials, independent auditors, and other audit reports merited further review.

Our review found internal control deficiencies that contributed to the county's inability to complete its annual financial reports promptly.

The county should develop a comprehensive plan to address the deficiencies. The plan should identify the tasks to be performed, as well as milestones and timelines for completion. The Board of Supervisors should require periodic updates at public meetings of the progress in implementing this plan. Furthermore, we request that the county provide the State Controller's Office with a progress update of its plan six months from the issuance date of the final report.

We would like to express our thanks to the county staff and management who were helpful throughout the review process.

If you have any questions, please contact Efren Loste, Chief, Local Government Audits Bureau, by telephone at (916) 324-7226, or by email at eloste@sco.ca.gov.

Sincerely,

Original signed by

KIMBERLY TARVIN, CPA
Chief, Division of Audits

KT/ls

cc: The Honorable Virginia Bass, Chair
Humboldt County Board of Supervisors
The Honorable Mike Wilson, Vice Chair
Humboldt County Board of Supervisors
The Honorable Rex Bohn, Member
Humboldt County Board of Supervisors
The Honorable Michelle Bushnell, Member
Humboldt County Board of Supervisors
The Honorable Steve Madrone, Member
Humboldt County Board of Supervisors

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Attachment A—Humboldt County Auditor-Controller's Office Response to Draft Review Report

Attachment B—Humboldt County Administrative Officer's Response to Draft Audit Report

Review Report

Summary

The State Controller's Office (SCO) completed a review of Humboldt County's internal controls over its annual financial reporting process for the period of July 1, 2019, through June 30, 2021 (fiscal year [FY] 2019-20 and FY 2020-21). We expanded our scope to include prior fiscal years and the current fiscal year when information obtained from county officials, independent auditors, and other audit reports merited further review.

We performed this review because in recent years the county has been unable to complete and/or file required reports to SCO in a timely manner.

Our review found internal control deficiencies that contributed to the county's inability to complete its annual financial reports promptly, as described in the Findings and Recommendations section of this report.

Background

Humboldt County

Humboldt County is a general-law county established in 1853 by the state legislature, and is a political subdivision of the State of California. The county, with a population of 136,463 as of the 2020 census, is located on the far north coast of the state. Seven incorporated cities within Humboldt County, including the county seat of Eureka, provide services to their residents.

The county is governed by a five-member Board of Supervisors, which serves as the legislative and executive body of county government and many special districts. As the governing body of the county, the Board of Supervisors enacts legislation and determines policies for county departments and various special districts, adopts the annual budget, and establishes salaries.

The county's organizational structure includes 20 separate departments, six of which are directed by officials elected by residents to serve a four-year term. These include the Assessor, the Auditor-Controller, the Clerk-Recorder, the District Attorney, the Sheriff, and the Treasurer-Tax Collector. The remaining officials and department heads, including the County Administrative Officer, are appointed by either the Board of Supervisors or other agencies as described in state law.

Annual Financial Reports

In Humboldt County, the Auditor-Controller exercises general supervision over the accounting of all county organizations and administers the county's major financial, payroll, and property tax apportionment systems; prescribes and exercises general supervision over the accounting forms and the method of keeping the accounts of all offices and institutions under the control of the Board of Supervisors, and for those entities that maintain their funds in the County Treasury, including special districts and school districts.

The county is required to complete and/or file annual financial reports to SCO and the federal government, including the Financial Transactions Report (FTR), the Single Audit Report (SAR), and the Annual Comprehensive Financial Report (ACFR).

In recent years, the county has been unable to complete and/or file the following reports promptly:

- FTR – Government Code (GC) section 53891 requires that the financial transactions of each local agency be submitted to SCO within seven months after the close of the fiscal year or within the time prescribed by the Controller, whichever is later. The report must contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles, if this data is available. The county filed its FTRs for FY 2016-17 through FY 2020-21 late, as shown in the following table:

FTR for Fiscal Year	Due Date	Date Filed with SCO	Number of Days Late
2020-21	January 31, 2022	*Pending*	*Delinquent*
2019-20	January 31, 2021	March 16, 2022	409
2018-19	January 31, 2020	May 1, 2020	91
2017-18	January 31, 2019	May 7, 2019	96
2016-17	January 31, 2018	February 13, 2018	13

- SAR –The federal Uniform Guidance (Code of Federal Regulations, Title 2, Part 200) mandates that any non-federal entity that expends $750,000 or more in federal awards during a fiscal year complete a SAR within nine months after the fiscal year-end.[1, 2] Humboldt County has completed its SARs for FY 2017-18 through FY 2020-21 late, as shown in the following table:

SAR for Fiscal Year Ending	Due Date	Extended Due Date	County Completion Date	Number of Days Late
June 30, 2021	March 31, 2022	September 30, 2022	*Pending*	*Pending*
June 30, 2020	March 31, 2021	September 30, 2021	*Pending*	*Delinquent*
June 30, 2019	March 31, 2020	N/A	September 25, 2020	178
June 30, 2018	March 31, 2019	N/A	June 6, 2019	67
June 30, 2017	March 31, 2018	N/A	March 21, 2018	*On time*

- ACFR – An ACFR is a set of financial statements for a state, municipality, or other governmental entity that comply with the accounting requirements established by the Governmental Accounting Standards Board.[3] Completion of the ACFR satisfies various auditing and reporting requirements, including those in GC sections 25250 and 25253. For the ACFR to be relevant and useful, it should be completed within nine months after the fiscal year-end. The ACFR is usually completed in conjunction with the SAR. Humboldt County has

[1] Non-federal entities include states, local governments, Indian tribes, universities, and non-profit organizations.

[2] On March 19, 2021, the Office of Management and Budget issued memorandum M-21-20, extending the SAR due date for FY 2019-20 and FY 2020-21 by six months.

[3] Some entities, including Humboldt County, complete and issue a financial statement report instead of a full ACFR.

completed its financial statements for FY 2017-18 through FY 2020-21 late, as shown in the following table:

ACFR for Fiscal Year Ending	Due Date (Best Practice)	SAR Extended Due Date	County Completion Date	Number of Days Late
June 30, 2021	March 31, 2022	September 30, 2022	*Pending*	*Pending*
June 30, 2020	March 31, 2021	September 30, 2021	*Pending*	*Delinquent*
June 30, 2019	March 31, 2020	N/A	September 25, 2020	178
June 30, 2018	March 31, 2019	N/A	June 6, 2019	67
June 30, 2017	March 31, 2018	N/A	March 21, 2018	*On time*

Prior Financial Reporting Findings

Between 2018 and 2020, various accounting and reporting issues have been identified and reported to county management. These include reports by Craig Goodman, CPA, and CPS HR Consulting in 2018; and by the Humboldt County Civil Grand Jury in 2019. CliftonLarsonAllen, LLP also reported internal control findings related to financial reporting in the county's audited financial statements for the fiscal years ending June 30, 2018, and June 30, 2019, completed on June 6, 2019, and September 25, 2020, respectively.

In 2017, after claims that the Auditor-Controller's Office (ACO) was failing to perform its duties, the Board of Supervisors directed the County Administrative Officer to contract with Craig Goodman, CPA, and CPS HR Consulting to conduct management and accounting reviews of the ACO's policies and procedures. The firms completed their reviews and reported the results to the county in 2018. These reports included findings and recommendations relevant to financial reporting. Following completion of these reviews, the county's Civil Grand Jury performed its own investigation to review the county's responses and to evaluate the progress in resolving the review findings and recommendations.

We performed this review of the county's internal controls over its annual financial reporting process due to the county's continuing inability to complete its annual financial reports promptly, and ongoing claims of poor financial reporting practices.

Review Authority

We conducted this review pursuant to GC section 12422.5, which authorizes the State Controller to "audit any local agency for purposes of determining whether the agency's internal controls are adequate to detect and prevent financial errors and fraud."

Objective, Scope, and Methodology

The objective of our review was to evaluate the county's internal controls over its annual financial reporting process to determine whether the county's inability to submit timely annual financial reports is due to a lack of internal controls.

Our review period was July 1, 2019, through June 30, 2021. We expanded our scope to include prior fiscal years and the current fiscal year when information obtained from county officials, independent auditors, and other audit reports merited further review.

To achieve our objective, we:

- Evaluated the county's formal internal policies and procedures;
- Reviewed the Independent Auditor's Report, and other reports and studies that were relevant to our objective;
- Interviewed county employees; and
- Evaluated various aspects of the county's internal control system in accordance with *Standards for Internal Control in the Federal Government*.

Conclusion

Our review found internal control deficiencies that contributed to the county's inability to complete its annual financial reports promptly. These deficiencies, several of which have been identified in various reports, include:

- The county amassed a backlog of journal entries;
- The county failed to complete its cash reconciliations;
- The ACO is insufficiently staffed;
- County staff members need additional training; and
- The county lacks updated policies and procedures.

Views of Responsible Officials and SCO Comments

We issued a draft review report on June 17, 2022. The Office of the Humboldt County Auditor-Controller and the Humboldt County Administrative Officer responded by separate letters dated June 27, 2022, agreeing with the review results. The additional details and the perspectives provided in the responses do not change our review conclusions and recommendations.

The ACO's and County Administrative Officer's complete responses are included in this report as Attachments A and B.

Restricted Use

This report is solely for the information and use of Humboldt County and SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this review report, which is a matter of public record and is available on the SCO website at www.sco.ca.gov.

Original signed by

KIMBERLY TARVIN, CPA
Chief, Division of Audits

July 22, 2022

Findings and Recommendations

FINDING 1— The county amassed a backlog of journal entries

The county amassed a backlog of journal entries that were required to be processed prior to finalizing the financial statements. This delay significantly contributed to the county's inability to produce timely year-end financial statements. The backlog in approving journal entries resulted from substantial changes to the county's journal entry approval processes implemented in 2019 to increase reliability of the submitted journal entries and identify potential errors.

Background

Journal entries are used to record various financial transactions including accounting adjustments or corrections, allocating revenues and costs between departments, and recording operating transfers. In Humboldt County, journal entries originate from various county departments. The entries are prepared by the department's fiscal staff and sent to ACO to be processed and entered into the county's general ledger.

Prior to policy changes, ACO placed greater trust and reliance on the various county departments that submitted journal entries. Prior policies and procedures required departments to submit no more than two pages of documentation to support each journal entry. In some cases, this documentation consisted of a cover page and a summary that provided insufficient detail. Receiving only two pages of documentation to support the journal entries likely limited the ACO's ability to identify errors, misclassifications, improper entries, and fraud. According to the current Auditor-Controller and county staff, the county relied too heavily on the year-end financial statement auditors to catch and identify material errors in the accounting records, which most times led to substantial year-end adjustments. These adjustments were a result of erroneous and improper journal entries. To increase reliability and to minimize year-end adjustments, the current Auditor-Controller implemented new policies requiring substantially more documentation, and requiring ACO to review all submitted documentation prior to approving and entering journal entries in the financial system.

Erroneous journal entries

According to ACO staff members, many of the journal entries received for processing contain errors, including incorrect object codes for classifying transactions into specific accounting categories; unbalanced debits and credits; insufficient or missing descriptions; and insufficient or missing supporting documentation. Some of these errors existed prior to the requirement to submit additional documentation to ACO; other errors were identified because ACO was receiving additional documentation and conducting a more thorough review. When ACO identifies multiple journal entries with errors from a department, ACO deems that department a higher risk and increases controls as necessary.

The additional time necessary to reject an incorrect journal entry, make the necessary corrections, and re-review the entry contributed to the backlog of journal entries.

Implementation of the policy changes

According to county staff members, the policy changes were abrupt, and the departments were provided inadequate notice and explanations of the changes. County staff members also complained that the new policies were confusing because they were not formalized and documented countywide and were inconsistently applied. For example, departments were directed to provide to ACO "all" of the documentation that supports every journal entry. The types and extent of documentation required are not standard for all the different departments, business processes, and accounting entry types within the county. The required documentation may be brief or consist of hundreds of pages.

A significant amount of time was necessary both for the departments to understand what documentation was required and for ACO to review the documentation. In some cases, the previously submitted documentation was not satisfactory, and ACO had to request additional or alternate documentation. Department staff and ACO stated that the additional documentation requirements were not initially well-received. Department staff also questioned the need for some of the additional documentation.

Backlog of Journal Entries

A combination of erroneous journal entries, additional review of the journal entries by ACO, and unrealistic expectation of the time needed to implement the new procedures contributed to the backlog of journal entries. Insufficient staffing of ACO (Finding 3) and the need for additional training for departmental staff members (Finding 4) also contributed to the backlog of journal entries.

One reason for numerous journal entries is that the county previously relied too heavily on its external auditors to identify financial transaction errors, including journal entry errors and to help the county correct those errors during the annual year-end financial reporting process. As a result, the county has not placed much emphasis on preparing journal entries that are as free from errors as possible. Although external auditors routinely look for errors, the county should have a process in place to ensure that journal entries are prepared correctly and with minimal errors.

To eliminate the backlog, the county hired a consultant to help process journal entries and reconcile financial records for FY 2019-20 and FY 2020-21.

Timely and correct accounting data are essential for fiscal monitoring; therefore, financial transactions must be recorded promptly and accurately. The substantial backlog and extensive turnaround time to post journal entries made the county's accounting data unreliable. For instance, in September and October 2021, 15 months after the June 30 fiscal year-end, ACO staff members posted journal entries totaling $106 million to the FY 2019-20 general ledger. As a result, county management may have been using outdated accounting data throughout FY 2019-20 when making fiscal decisions.

Recommendation

We recommend that the county:

- Develop a plan to process the backlog of journal entries and to ensure that the backlog does not occur in the future;
- Formalize and implement policies and procedures to ensure that journal entries recorded in the general ledger are properly reviewed and approved;
- Improve communication and working relationships among ACO, the County Administrative Officer, and county departments;
- Clarify what documentation is necessary for journal entry approval and streamline journal entry processes and procedures; and
- Ensure that journal entries are prepared accurately and in conformance with county requirements, recorded in accordance with accounting principles, and processed promptly.

FINDING 2— The county failed to complete its cash reconciliations

The county does not reconcile its bank balances and the county treasurer's accounting records, nor does it reconcile cash and investment accounts between the county treasurer's records and the Auditor-Controller's records pursuant to GC section 26905. The county's failure to complete timely cash reconciliations contributed to the delay of its financial reports.

Bank reconciliations

Due to a lack of records, it is not clear when the county last performed a bank reconciliation. As part of its efforts to complete its FY 2019-20 financial statements, the county contracted with a consultant to complete the monthly bank reconciliations for that fiscal year. However, as of April 2022, it appears that the consultant will not be able to complete the bank reconciliations before the contract ends, due to the lack of documentation and the abundance of transactions.

The county's cash deposit process is currently completed manually, and individual deposits are grouped into lump-sum amounts before being deposited at the bank. County records do not specify which transactions correlate to a deposit amount in a bank statement. This process makes it difficult for accountants to trace deposit amounts from the bank statements to the county's records.

The county appears to have difficulties preparing bank reconciliations partly because it does not have formal processes and procedures for guidance. Insufficient knowledge and incomplete accounting records also appear to prevent staff members from performing reconciliations efficiently.

Cash and investment account reconciliation

The county does not comply with the cash and investment account reconciliation required by GC section 26905, which states:

> Not later than the last day of each month, the auditor shall reconcile the cash and investment accounts as stated on the auditor's books with the cash and investment accounts as stated on the treasurer's books as of the close of business of the preceding month to determine that the amounts in those accounts as stated on the books of the treasurer are in agreement with the amounts in those accounts as stated on the books of the auditor.

The cash and investment account reconciliation finding was noted in prior reports (by Craig Goodman, CPA, and CPS HR Consulting in 2018; by the Humboldt County Civil Grand Jury in 2019; and by CliftonLarsonAllen, LLP in 2020), and appears to continue to the present.

The bank balance should be reconciled to the county treasurer's balance, and the cash and investments balance in the county's general ledger should be reconciled to the total cash and investments balance in the county treasurer's records. Cash reconciliations with the banks' records, county treasurer's records, and the general ledger allow the county to determine whether all cash transactions have been recorded properly and to detect errors and fraud. Cash reconciliations also assist in regular monitoring of a county's cash flows and assure accuracy and timeliness of withdrawals and deposits.

Recommendation

We recommend that the county:

- On a regular basis, reconcile bank and general ledger balances to the county treasurer's records, to ensure that the cash balance reported in the general ledger is complete and accurate;
- Develop a plan to complete the backlog of cash reconciliations; and
- Develop, formalize, and implement procedures to ensure that cash reconciliations are completed, reviewed, and approved in a timely manner.

FINDING 3— Auditor-Controller's Office staffing is insufficient

In the last three years, insufficient staffing has kept ACO from accomplishing its duties and responsibilities. This lack of staffing was noted by Craig Goodman, CPA, and CPS Consulting in 2018; and by the Humboldt County Grand Jury in 2019. ACO continues to lack adequate staffing. The lack of staffing has resulted in a heavier workload for the remaining staff members and contributed to the county's inability to promptly complete its financial reports. Adequate staffing is necessary to maintain accurate and timely accounting records.

ACO has had ongoing vacancies caused by separations, promotions, and difficulty recruiting qualified staff to fill vacancies. During FY 2019-20 and FY 2020-21, ACO had a total of 13 full-time positions comprised of the Auditor-Controller, the Assistant Auditor-Controller, and 11 accountant/auditor/fiscal staff. Throughout these two fiscal years, ACO

had an average of three staff vacancies. During this time, ACO also lost two of its most senior staff and had difficulty backfilling the positions. As of April 2022, three accountant/auditor/fiscal positions continue to be vacant.

In August 2021, the county approved an operational realignment moving payroll functions from the Human Resources Department to ACO. The realignment increased the ACO's workload and contributed to the ACO's staffing problems. Two of the five payroll staff positions are currently vacant, leaving the payroll unit without a full staff. This staffing shortage requires other ACO staff members to work on payroll functions instead of financial functions because payroll must be completed biweekly to ensure that county employees are paid on time.

Recommendation

We recommend that the county:

- Reassess the staffing levels allocated to ACO;
- Implement a remedial action plan to address the importance of hiring, developing, and maintaining qualified permanent staff; and
- Consider hiring additional consultants or qualified staff to backfill or assist ACO in performing functions.

FINDING 4— County staff members need additional training

During our conversations, staff members from various departments expressed their eagerness to accomplish their assigned responsibilities. To make this possible, the county must communicate the requirements it wants to implement and provide proper training on how the requirements are to be fulfilled. According to ACO, it provided various communications and training when the county made changes to its journal entry processing. However, staff members claimed that the implementation was abrupt and that additional training would have been helpful.

It also appears that many county staff members lack sufficient knowledge about using the county's financial accounting software. These training issues were identified and reported by Craig Goodman, CPA, and CPS HR Consulting in 2018; and by the Humboldt County Civil Grand Jury in 2019. The county hired consultants to provide training sessions on its accounting software. Our interviews of staff members and management indicate that staff continue to need a better understanding of the software. The county could also improve efficiency by eliminating or minimizing paper transactions and using more of the accounting software's available functions to process transactions electronically. It is difficult to determine whether the continued need for additional training was due to staff turnover, loss of institutional knowledge, or inadequate training.

One of the principles of an effective internal control system is an organization's commitment to competence. Management should ensure that its personnel possess and maintain a level of competence that allows them to accomplish their assigned responsibilities and understand the importance of effective internal control.

Recommendation

We recommend that the county implement a training plan for its staff to increase their understanding of accounting procedures and the county's accounting software.

FINDING 5— The county needs to update policies and procedures

The ACO's *Department Policy & Procedure Manual* was last updated in 2012 and does not reflect current procedures. The manual also lacks complete and accurate documentation of current processes. The county has updated certain policies on an ad hoc basis. However, according to county staff members, these ad hoc policies are confusing, and sometimes they are conflicting or not communicated properly.

A well-designed and properly maintained system of accounting policies and procedures enhances accountability and helps improve business processes and efficiency. The resulting documentation can also serve as a useful training tool for staff. Incomplete and outdated policies and related internal controls result in unclear roles and responsibilities and lead to improper handling of transactions. Formal accounting policies and procedures should be available to staff, back-up staff, and new employees.

The lack of policies and procedures has been identified and reported previously, by Craig Goodman, CPA, and CPS HR Consulting in 2018; and by the Humboldt County Civil Grand Jury in 2019.

The county has indicated that it is currently working with a consultant to update its accounting policy manual.

Recommendation

We recommend that the county:

- Continue to review, update, and document its accounting policies to ensure consistency with current processes;
- Ensure that its accounting policies clearly state the authority and responsibility of appropriate parties; and
- Disseminate the accounting policies to all responsible employees and provide training when necessary.

Attachment A—
Humboldt County Auditor-Controller's Office
Response to Draft Review Report

Office of the Auditor-Controller
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825 5th Street, Room 126, Eureka, CA 95501-1153
Telephone (707) 476-2452 Fax (707) 445-7449
ctyauditor@co.humboldt.ca.us

Date: Monday, June 27, 2022

Auditor-Controller's Response to SCO Draft Report Dated June 17, 2022

The Office of the Auditor-Controller (A-C Office) is grateful for the time and efforts of the State Controller Office (SCO) with regard to the investigation into the County of Humboldt's internal controls. It has been the primary intention of the A-C Office to bring the County into compliance with the guidelines outlined by the SCO in its Accounting Standards & Procedures Manual as well as the codifications, principles, and pronouncements of the Internal Revenue Service (IRS), Generally Accepted Accounting Principles (GAAP), and Government Accounting Standards Board (GASB). While the A-C Office has made great improvements in this regard over the past 4-5 years, its progress was hampered by the coronavirus pandemic combined with a continuing lack of support received from the County's governing body - the Board of Supervisors and its appointed offices. The findings of the SCO along with this response will serve to ensure that attention is given to resolving the long-standing conflicts within and across the County of Humboldt's departments as well as repair its entrenched culture of obstructing progress.

Regarding Finding #1 – The county amassed a backlog of journal entries

The SCO has identified the cause of the backlog of journal entries as "a combination of erroneous journal entries, additional review of the journal entries by ACO, and unrealistic expectation of the time needed to implement the new procedures…" as well as "insufficient staffing of ACO and the need for additional training for departmental staff members…" While it is true that erroneous journal entries were submitted to the A-C Office for processing due to untrained staff in County departments, and while it is true that the A-C Office lacked adequate staffing, there are other notable reasons why journal entries were backed up during the period in question.

The additional reasons for the backlog of journal entries include an incomplete "Continuance of Operations Plan" (COOP) for the A-C Office, the direction of the County Administrative Office (CAO) to the A-C Office to send one of its few accountants to the Emergency Operations Center (EOC) full time, and the conflicting priority projects of the Board of Supervisors and CAO that pulled the A-C Office away from its state-mandated duties. Detailing them below will hopefully prevent similar preventable situations in the future as recommended by the SCO (first bulletpoint in SCO's recommendation).

It should be noted that the County had an existing "Continuance Of Operations Plan" (COOP) for the A-C Office that was presented to the A-C Office during the onset of the coronavirus pandemic in early 2020. That COOP included the services that were considered to be essential and department heads were encouraged to limit their departments' activities to only those that were considered essential. The A-C Office's COOP identified the processing of invoices and payroll as essential services but did not identify journal entries. This COOP was distributed to all departments by the CAO and no feedback was provided to the A-C Office regarding the absence of journal entries.

Additionally, the A-C Office was directed to send one of its accountants to the Emergency Operations Center (EOC) to work on coronavirus response full-time. The accountant that was sent to the EOC was a brand new employee of the A-C Office (a position that had recently been appropriated to the A-C Office by the Board of Supervisors) who was forced to spend 7 months at the EOC receiving inadequate training from non-A-C staff. During this time, the A-C Office suffered delayed processing times due to having one of its positions filled by a staff person it couldn't utilize. While that position was filled, the A-C Office was prohibited from hiring a replacement.

Additionally, the Board of Supervisors and its CAO chose to push for the completion of two different projects despite being faced with an unprecedented pandemic and low staffing levels. These two projects were the now-failed project to outsource payroll to ADP and the forced upgrade of the County's financial software. Both projects required a heavy time investment from the A-C Office that pulled it away from its state-mandated duties and its essential functions.

Lastly, the SCO's recommendations to "formalize and implement policies", "clarify what documentation is necessary", and "ensure that journal entries are prepared accurately and in accordance with accounting principles" are already what the A-C Office has been trying to do for the past 4 years. The A-C Office provided all departments with the SCO's ASP manual, individual

and group trainings, reference materials, and documented examples. The problems are not caused by the A-C Office not communicating or providing direction but rather by having non-accounting staff across County departments being charged with completing and submitting accounting work combined with a lack of staff in the A-C Office to process that work. The solution to this problem is to centralize the accounting function under the County's Chief Accounting Officer, the Auditor-Controller, and to deallocate the fiscal positions from County departments and allocate them under the Auditor-Controller. That way, accountants will be hired to do accounting work and they can receive training from the Auditor-Controller directly.

Regarding Finding # 2 – The county failed to complete its cash reconciliations

It is true that the County of Humboldt does not have and has not had a true bank reconciliation for at least a decade. This was previously communicated by the Auditor-Controller to the Treasurer-Tax Collector, the CAO, the Board of Supervisors, and the County's external auditors. The County's external auditors communicated to the Auditor-Controller that they were aware that no bank reconciliation had been performed and that was why they increased their testing of transactions during their audit. However, the Treasurer-Tax Collector, the CAO, and the Board of Supervisors refused to acknowledge the missing bank reconciliations and argued that they existed up until 2019. To date, no evidence of bank reconciliations has been provided to the Auditor-Controller.

At the start of fiscal year 2019-2020, the Auditor-Controller implemented a change to the process of recording deposits, aka cash receipts. That change required that deposits be recorded on the day that they were actually deposited at the bank rather than the day the Treasury staff prepared their batch for posting to the general ledger. This change will assist in the reconciliation of deposits as there will hopefully be a match of sum totals from the general ledger to the bank statement on any given day. Prior to this, reconciliation of deposits was nearly impossible.

The A-C Office agrees with the general recommendations of the SCO in this regard though notes that the SCO has not provided any specific methodologies to accomplish them. The Auditor-Controller recommends that the County transition its methods away from recording cash in every single fund and instead toward a true pooled cash methodology that holds all cash in one account. County funds should then have "claims on cash" that can be reconciled separately. This will allow for efficient reconciliation of cash between the Treasurer-Tax Collector, the Auditor-Controller, and the bank, while still providing departments the ability to record transactions across their many funds and budget units.

Regarding Finding #3 – Auditor-Controller's Office staffing is insufficient

The A-C Office emphatically agrees with this finding.

Regarding Finding #4 – County staff members need additional training

The A-C Office emphatically agrees with this finding. However, it should be noted that the responsibility to train employees rests with the department that hires them. If the goal is to train accountants, then those accounting positions should be centralized under the Auditor-Controller.

Regarding Finding #5 – The county needs to update policies and procedures

The A-C Office emphatically agrees with this finding. It should be noted that the decentralized nature of the County's fiscal processes poses a significant hardship for the A-C Office to update its policies and procedures in a timely and efficient manner. Experience has shown that when the County of Humboldt has failed in several efforts (ADP outsourcing project, Classification & Compensation Study, "Great Workplace Culture" initiative) because it spends an unreasonable amount of time in meetings getting "buy-in" from people who are not directly relevant to the project or people who are not subject matter experts. This then delays progress until the project is obsolete. The recommendations from the SCO are appropriate and the County would benefit from implementing them in an expedient manner including only those who are directly relevant to the decision-making and implementation. If the goal is to comply with accounting principles, then the County should also defer to the Auditor-Controller as the subject matter expert in accounting policies and procedures rather than staff in other departments who do not have formal education or experience in accounting.

Attachment B—
Humboldt County Administrative Officer's Response to Draft Review Report

COUNTY OF HUMBOLDT
COUNTY ADMINISTRATIVE OFFICE
825 5th Street, Suite 112, Eureka, CA 95501-1153
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cao@co.humboldt.ca.us

June 27, 2022

RE: County Administrative Officer Response to Internal Controls Over Financial Reporting Review and Findings

Dear Honorable Betty T. Yee,

As the County Administrative Officer, I largely agree with the findings contained in the above-mentioned report; however I would like to add some points of clarification.

Since the current Auditor-Controller (AC) began working at the county the AC's Office has received significantly more resources, relative to the office's budget, than any other general fund department during the same time frame. The AC's inability to effectively utilize the resources and staff provided, and the county's lack of statutory authority to direct an independently elected official, have been significant factors in the county's failing to file timely reports.

The following investments have been made to support and/or mitigate the actions and delays of the Auditor-Controller:

Professional Services and Supplies

- $1.25 million for Macias, Gini & O'Connell (MGO) to provide financial advisory services:
  - Working with state agencies on extended cost report due dates in order to claim county central service charges.
  - Long-range financial planning as a result of central service charge losses, or other revenue losses.
  - Working with staff to address the Auditor-Controller's (AC) concerns over the distribution methodology for utility charges.
  - Assisting with the development of the internal service fund charges for fiscal year 2021-22.
  - Developing and implementing financial strategies for resolving fiscal problems.
  - Provide direction, support, and advice to department/agency representatives and other officials regarding direction, support, and provide advice to department/agency representatives and other officials regarding fiscal problems.
  - Addressing audit findings from the Single Audit Report Year Ended June 30, 2019, and any future findings.
  - Developing financial policies.
  - Participate in the Auditor-Controller's Office (ACO) staffing study, in collaboration with Human Resources.
  - And other financial related tasks that work to improve the county's financial position and internal controls.

- $20,000 was allocated to improve technology (wiring) in the Auditor-Controller's Office.
- $15,700 was allocated for leadership and team development training for Auditor-Controller's Office.
- $51,000 was allocated for new office furniture to improve morale for the Auditor-Controller's staff.
- $9,500 was allocated for new computers and training for Auditor-Controller's Office to improve efficiency.
- $35,655 was allocated to conduct a Management & Operations Study to identify areas of improvement.
- $20,000 was allocated for Craig Goodman, CPA to perform an assessment of the county's accounting and budget practices.
- $68,000 was allocated for Robert Sesnon, CPA (IT and accounting specialist) to assist with the chart of accounts project.
- $5,200 was allocated to prepare the delinquent Financial Transaction Report (this support was rejected by the Auditor).

Staffing

The Board has increased the AC's staffing 31% since FY 2017-18, allocating 3.5 additional full-time equivalent (FTE) accounting staff and 1.0 FTE payroll staff at the direct request of the Auditor-Controller and outside of the normal budget process. In 2017-18 the office had 14.5 FTE, 4.0 of which were payroll staff. Now, the office has 19.0 FTE, 5.0 of which are payroll staff. The personnel serving in those positions have experienced consistent turnover since the current Auditor-Controller began serving at the county. There is only 1 employee currently on the staff who was employed with the office prior to the current elected Auditor-Controller taking office.

In addition, staff have been provided to the AC by many different departments, including the Sheriff, Health and Human Services, Probation, the District Attorney and Public Works, to assist with the backlog of journal entries and other fiscal tasks, with offers to loan staff as long as required.

Those staff were often given remedial tasks with no autonomy or authority and were eventually returned to departments within days. The ability to utilize those resources effectively was incumbent upon the AC.

The turnover, recruitment challenges and loss of institutional knowledge have negatively impacted the ability to effectively manage an office with demanding deadlines and workloads.

Management Actions

The Board of Supervisors have taken significant steps to improve the recruitment and retention of qualified personnel, including the following:

- All staff have received significant Cost of Living increases ranging from 7.5% to more than 15% in 2022 to address recruitment and retention challenges.
- The county has worked for several years on formal efforts to improve the work culture and employee satisfaction within the organization.
    - The Board formally adopted a resolution directing staff to improve Diversity, Equity and Inclusion (DEI) efforts at the county.
    - The CAO developed a Steering Committee for its years-long Great Workplace Culture Change Initiative.
    - The Board adopted and revised its Code of Conduct policy.

In addition, the Board developed an Audit Committee comprised of experienced and education appointees to evaluate, appoint, and dismiss the county's independent accountants, and determine their scope of work, review the annual audits and work plans to address findings, and conduct investigations into complaints regarding accounting, internal controls, or auditing matters.

Authority and Hostile Work Environment

The Auditor-Controller is an elected official who has often publicly refused to follow the "direction" of the Board of Supervisors for even the most simple and non-controversial tasks. As such, county staff have been required to submit to the AC's unclear processes that frequently change without notice and are often to the detriment of the organization, doing so under fear of harassment and realized retaliation.

I must commend staff in their diligence and commitment in attempting to work with the Auditor-Controller. It has not been easy, and staff have had to endure a hostile work environment, retaliation, multiple accusations of fraud and corruption, and a lack of leadership and communication.

Approximately $345,000 has been spent in personnel investigations associated with the Office of the Auditor-Controller. Some of the findings confirmed in those investigation are as follows:

- Ms. Paz Dominguez has engaged in retaliatory, harassing and/or bullying behavior in the exercise of her duties as an elected Auditor-Controller.
- Ms. Paz Dominguez fostered an atmosphere of hostility, retaliation, and bullying.
- Ms. Paz Dominguez demonstrated a lack of leadership, mismanagement and making poor policy decisions.
- Ms. Paz Dominguez's actions and comments caused animosity amongst the employees and increased employee's stress and anxiety.
- Ms. Paz Dominguez was repeatedly inconsistent in her directives and blamed her errors on her subordinates.

Summary

With little improvement arising from the resource allocations, program evaluations or through different communication tactics, the temperature of the organization began to rise rapidly late last year. Agencies outside of the county began to make public displays of displeasure, including votes of no confidence and threats of litigation, with most recently the Attorney General filing suit against the County of Humboldt and Karen Paz Dominguez herself. The Board of Supervisors, after doing all of the things discussed above also chose to escalate this matter by taking a vote of no confidence, censure and filing cross complaints of litigation.

I believe this report falls short in describing the efforts of the organization to address the challenges experienced, which have caused financial strain well beyond the untimely filing of the Financial Transaction Reports. I understand it is the priority of the State Controller to remain neutral in evaluating the county's practices and my intention is not to discredit those efforts, rather it is to stand firm in the defense of staff and the Board who have vigilantly served this organization and their community in an unprecedented time that has been trying to their very own value systems.

With a new Auditor-Controller elect preparing to take office, my office remains committed to process improvement, resource allocation and effective communication, and will work closely with the incoming Auditor-Controller to develop a comprehensive action plan that seeks to accomplish the recommendations contained in this report.

Thank you for the time, effort and support of the State Controller's Office.

Sincerely,



Elishia Hayes
Humboldt County Administrative Officer

State Controller's Office
Division of Audits
Post Office Box 942850
Sacramento, CA 94250

http://www.sco.ca.gov

HUMBOLDT COUNTY

Audit Report

APPORTIONMENT AND ALLOCATION OF PROPERTY TAX REVENUES

July 1, 2015, through June 30, 2021

BETTY T. YEE
California State Controller

December 2022

BETTY T. YEE
California State Controller

December 5, 2022

The Honorable Cheryl Dillingham, Auditor-Controller
Humboldt County
825 5th Street, Room 126
Eureka, CA 95501

Dear Ms. Dillingham:

The State Controller's Office audited Humboldt County's process for apportioning and allocating property tax revenues for the period of July 1, 2015, through June 30, 2021. We conducted the audit pursuant to the requirements of Government Code section 12468.

Our audit found instances that the county incorrectly calculated the:

- Annual tax increment revenue;
- Jurisdictional changes;
- Unitary and operating nonunitary apportionment;
- Educational Revenue Augmentation Fund shift; and
- Vehicle license fee shifts.

If you have any questions, please contact Lisa Kurokawa, Chief, Compliance Audits Bureau, by telephone at (916) 327-3138.

Sincerely,

Original signed by

KIMBERLY TARVIN, CPA
Chief, Division of Audits

KT/ac

cc: Tabatha Miller, Chief Financial Officer
Humboldt County
Virginia Bass, Chair
Humboldt County Board of Supervisors
Chris Hill, Principal Program Budget Analyst
Local Government Unit
California Department of Finance

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Appendix—Summary of Prior Audit Findings A1

Audit Report

Summary

The State Controller's Office (SCO) audited Humboldt County's process for apportioning and allocating property tax revenues for the period of July 1, 2015, through June 30, 2021.

Our audit found that the county incorrectly calculated the:

- Annual tax increment (ATI) revenue;
- Jurisdictional changes;
- Unitary and operating nonunitary apportionment;
- Educational Revenue Augmentation Fund (ERAF) shift; and
- Vehicle License Fee (VLF) shifts.

Background

After the passage of Proposition 13 in 1978, the California State Legislature (Legislature) enacted new methods for apportioning and allocating property tax revenues to local government agencies, school districts, and community college districts. The main objective was to provide these agencies and districts with a property tax base that would grow as assessed property values increased. The method has been further refined in subsequent laws passed by the Legislature.

One key law was Assembly Bill 8, Chapter 282, Statutes of 1979, which established the method of allocating property taxes for fiscal year (FY) 1979-80 and subsequent fiscal years. The methodology is commonly referred to as the "AB 8 process."

Property tax revenues are apportioned and allocated to local government agencies, school districts, and community college districts using prescribed formulas and methods defined in the Revenue and Taxation Code. In general, the amount of revenue that an agency or district receives is based on the amount received in the prior year plus a share of the property tax growth within its boundaries.

The AB 8 process involves several steps, including the transfer of revenues from school and community college districts to local government agencies and the development of the tax rate area (TRA) ATI apportionment factors, which determine the amount of property tax revenues to be allocated to each jurisdiction.

The total amount to be allocated to each jurisdiction is then divided by the total amount to be allocated to all entities to determine the AB 8 factor for each entity for the year. The AB 8 factors are computed each year for all entities using the revenue amounts established in the prior year. These amounts are adjusted for growth annually using ATI apportionment factors.

Subsequent legislation removed from the AB 8 process revenues generated by unitary and operating nonunitary properties, pipelines, regulated railway companies, and qualified electric properties. These revenues are now apportioned and allocated under separate processes.

Other legislation established an ERAF in each county. Most local government agencies and special districts are required to transfer a portion of their property tax revenues to the fund. The fund is subsequently apportioned and allocated to school and community college districts by the county auditor according to instructions received from the county superintendent of schools or the chancellor of the California community colleges.

Taxable property includes land, improvements, and other properties that are accounted for on the property tax rolls, which are primarily maintained by the county assessor. Tax rolls contain an entry for each parcel of land, including parcel number, owner's name, and value. The types of property tax rolls are:

- *Secured Roll*—Property that, in the opinion of the assessor, has sufficient value to guarantee payment of the tax levies and that, if the taxes are unpaid, the obligation can be satisfied by the sale of the property by the tax collector.
- *Unsecured Roll*—Property that, in the opinion of the assessor, does not have sufficient permanence or other intrinsic qualities to guarantee payment of taxes levied against it.
- *State-Assessed Roll*—Utility properties composed of unitary and operating nonunitary value assessed by the California State Board of Equalization.
- *Supplemental Roll*—Property that has been reassessed due to a change in ownership or the completion of new construction, where the resulting change in assessed value is not reflected in other tax rolls.

To mitigate problems associated with the apportionment and allocation of property tax revenues, Senate Bill 418, which requires the State Controller to audit the counties' apportionment and allocation methods and report the results to the Legislature, was enacted in 1985.

Apportionment and allocation of property tax revenues can result in revenues to an agency or agencies being overstated, understated, or misstated. Misstated revenues occur when at least one taxing agency receives more revenue than it was entitled to, while at least one taxing agency receives less revenue than it was entitled to.

The agency that received less tax revenue than its statutory entitlement would have standing to require that adjustments be made by the county, either on a retroactive or prospective basis. The SCO does not have enforcement authority or standing to require the county to take corrective action with respect to misallocation of tax revenues, unless the misallocation resulted in overpaid state funds (e.g. funds intended for the ERAF, school districts, or community college districts). The SCO has authority to recover misallocations resulting in overpaid state funds pursuant to Government Code (GC) sections 12410, 12418, and 12419.5.

GC section 12410 provides the SCO with broad authority to "superintend the fiscal concerns of the state." GC section 12418 provides the SCO with the authority to "direct and superintend the collection of all money due the State, and institute suits in its name" against all debtors of the State.

GC section 12419.5 provides the SCO with the authority to offset any amounts due the State against any amounts owed to the debtor by the State.

Revenue and Taxation Code (RTC) section 96.1(b) allows a reallocation of current audit findings and unresolved prior audit findings.

RTC section 96.1(c)(3) limits a cumulative reallocation or adjustment to one percent of the total amount levied at a one-percent rate of the current year's original secured tax roll. For reallocation to the ERAF, school districts, or community college districts, a reallocation must be completed in equal increments within the following three fiscal years, or as negotiated with the SCO.

Audit Authority

We conducted this audit under the authority of GC section 12468, which requires the SCO to audit the apportionment and allocation of property tax revenues on a one-, three-, or five-year cycle, depending on the county's population. The audit results are reported annually to the Legislature along with any recommendations for corrective action.

Objective, Scope, and Methodology

Our audit objective was to determine whether the county complied with Revenue and Taxation Code, Health and Safety Code, and Government Code requirements pertaining to the apportionment and allocation of property tax revenues.

A property tax bill contains the property tax levied at a one percent tax rate pursuant to the requirement of Proposition 13. A tax bill may also contain special taxes, debt service levies on voter-approved debt, fees, and assessments levied by the county or a city. The scope of our audit was the distribution of the one percent tax levy. Special taxes, debt service levies on voter-approved debt, fees, and assessments levied by the county or a city are beyond the scope of our audit and were not reviewed or audited.

The audit period was July 1, 2015, through June 30, 2021.

To achieve our objective, we performed the following procedures:

- We gained an understanding of the county's process for apportioning and allocating property tax revenues by interviewing key personnel.
- We reviewed the county's written procedures for apportioning and allocating property tax revenues.
- We reviewed documents supporting the transaction flow for apportioning and allocating property tax revenues.
- We judgmentally selected a non-statistical sample of five from approximately 100 taxing jurisdictions within the county for all fiscal years in the audit period.[1] Then, we:
    - Reviewed apportionment and allocation reports to verify computations used to develop property tax apportionment factors;

[1] The actual number of taxing jurisdictions can vary from year to year based on jurisdictional changes. For testing purposes, we included the ERAF in our sample of taxing jurisdictions. We also tested a special district, a school district, a city, and the county. We selected only one of each type of local agency because when the apportionment and allocation for one jurisdiction is incorrect, the error affects every other taxing jurisdiction.

- Tested TRA reports to verify that the correct TRA factors were used in the computation of the ATI;
- Reviewed supplemental property tax administrative costs and fees to determine whether recovery costs associated with administering supplemental taxes were based on actual costs and did not exceed five percent of revenues collected, as prescribed in statute;
- Verified computations used to develop supplemental property tax apportionment factors;
- Verified unitary and operating nonunitary computations used to develop apportionment factors;
- Reviewed redevelopment agency (RDA) reports and verified computations used to develop the project base amount and the tax increment distributed to the RDA;
- Reviewed Redevelopment Property Tax Trust Fund deposits;
- Reviewed property tax administration cost reports and recomputed administrative costs associated with work performed for apportioning and allocating property tax revenues to local government agencies, school districts, and community college districts;
- Reviewed ERAF reports and verified computations used to determine the shift of property taxes from local government agencies to the ERAF and, subsequently, to school and community college districts;
- Reviewed the Sales and Use Tax letter and verified VLF computations used to determine the amount transferred from the ERAF to counties and cities to compensate for the diversion of these revenues; and
- Reviewed California State Board of Equalization jurisdictional change filing logs and their impact on the tax apportionment and allocation system.

Errors found were not projected to the intended (total) population.

We did not audit the county's financial statements.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Conclusion

Our audit found that Humboldt County did not comply with California statutes for the apportionment and allocation of property tax revenues for the audit period. Specifically, we determined that the county incorrectly calculated the:

- ATI revenue;
- Jurisdictional changes;
- Unitary and operating nonunitary apportionment;
- ERAF shift; and
- VLF shifts.

These instances of noncompliance are described in the Findings and Recommendations section.

Follow-up on Prior Audit Findings

The county has satisfactorily resolved the findings noted in our prior audit report, for the period of July 1, 2008, through June 30, 2015, issued on May 3, 2016.

Views of Responsible Officials

We issued a draft audit report on October 21, 2022. Cheryl Dillingham, Auditor-Controller, responded by email on November 9, 2022, stating that the county intends to implement all of the recommendations.

Restricted Use

This audit report is solely for the information and use of Humboldt County, the Legislature, the California Department of Finance, and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this audit report, which is a matter of public record and is available on the SCO website at www.sco.ca.gov.

Original signed by

KIMBERLY TARVIN, CPA
Chief, Division of Audits

December 5, 2022

Findings and Recommendations

FINDING 1— Computation and distribution of property tax revenue

During our testing of the computation and distribution of property tax revenue, we found that the county incorrectly calculated ATI revenue. The calculations were incorrect because the TRA factors totaled less than 100% for FY 2019-20 and FY 2020-21. The miscalculation was due to a clerical error.

We also found that the TRA factors for Eureka High School, which are in TRA 003, were removed from ATI calculations for all TRAs-003; and the TRA factors for Rohnerville Elementary, which are in TRA 005, were removed from ATI calculations for all TRAs-005. The error resulted in a misallocation of ATIs to all affected taxing entities. We did not quantify the monetary impact for each affected taxing entity due to various errors affecting the computation and allocation.

RTC sections 96 through 96.5 provide the legal requirements for the computation of ATI and the apportionment and allocation of property tax revenues.

ATI is the difference between the total amount of property tax revenues computed each year using the equalized assessment roll and the sum of the amounts allocated pursuant to RTC section 96.1(a). Each TRA will receive an increment based on its share of the incremental growth in assessed valuations. ATI added to the tax computed for the prior fiscal year will develop the apportionments for the current fiscal year.

Recommendation

We recommend that the county:

- Review RTC section 96.5 and 96.5(d) and update its procedures;
- Review all TRA factors and correct any TRA factors under 100% for FY 2019-20 and forward; and
- Make monetary adjustments for all affected taxing entities.

County's Response

The county stated that it intends to implement all of the recommendations.

FINDING 2— Jurisdictional changes

During our testing of jurisdictional changes, we found that the county incorrectly implemented the City of Eureka – Brainard Site annexation.

The error resulted in misallocations of revenue to all affected taxing entities. We did not quantify the monetary impact for each affected taxing entity due to various errors affecting the computation and allocation. The error occurred due to clerical mistakes.

RTC section 99 provides the legal requirements for jurisdictional changes.

A jurisdictional change involves a change in the organization or boundaries of a local agency or school district. Typically, these are service-area or responsibility changes between the local jurisdictions. As part of the jurisdictional change, local agencies are required to negotiate any exchange of base-year property tax revenues and ATIs. Consequently, a local agency whose responsibility increased receives additional ATI, and negotiated agreements adjust the base property tax revenues accordingly.

Recommendation

We recommend that the county:

- Review RTC section 95(e) and 99, and update its procedures for jurisdictional changes;
- Review all jurisdictional changes for the audit period to correct any errors; and
- Make monetary adjustments to affected entities, if the error is significant.

County's Response

The county stated that it intends to implement all of the recommendations.

FINDING 3—
Unitary and operating nonunitary apportionment and allocation

During our testing of the unitary and operating nonunitary apportionment and allocation, we found that the county incorrectly calculated unitary excess factors. The calculations were incorrect because the county incorrectly adjusted the RDA increment for FY 2015-16 through FY 2018-19, and for FY 2020-21.

The error resulted in misallocations to all affected taxing entities. We did not quantify the monetary impact for each affected taxing entity due to various errors affecting the computation and allocation. The error occurred because the county did not correctly implement procedures for RTC section 100, which provides the legal requirements for the apportionment and allocation of the unitary and operating nonunitary property tax revenues.

Unitary properties are those properties on which the California State Board of Equalization "may use the principle of unit valuation in valuing properties of an assessee that are operated as a unit in the primary function of the assessee" (i.e., public utilities, railroads, or qualified electric properties). RTC section 723.1 states, "Operating nonunitary properties are those that the assessee and its regulatory agency consider to be operating as a unit, but the board considers not part of the unit in the primary function of the assessee."

In FY 1988-89, the Legislature established a separate system for apportioning and allocating the unitary and operating nonunitary property tax revenues. The system created the unitary and operating nonunitary base year, and developed formulas to compute the distribution factors for the fiscal years that followed.

Recommendation

We recommend that the county:

- Review RTC section 100 and update its procedures;
- Recalculate the unitary excess factors to correct the RDA increment adjustment for FY 2015-16 through FY 2020-21; and
- Make monetary adjustments to affected taxing entities.

County's Response

The county stated that it intends to implement all of the recommendations.

FINDING 4—Educational Revenue Augmentation Fund shift

During our testing of the ERAF shift, we found that the county incorrectly calculated the ERAF shift by including the RDA increment for FY 2015-16 through FY 2020-21.

The error resulted in misallocation to all affected taxing entities for FY 2015-16 through FY 2020-21. We did not quantify the monetary impact for each affected taxing entity due to various errors affecting the computation and allocation. The error occurred because the county did not correctly implement procedures for RTC section 97.2 and 97.3, which provide the legal requirements for calculation of the ERAF shift.

In FY 1992-93 and FY 1993-94, some local government agencies and special districts were required to shift an amount, of property tax revenues to the ERAF using formulas detailed in the Revenue and Taxation Code. Since FY 1993-94, the amount has been annually adjusted for growth.

Recommendation

We recommend that the county:

- Review RTC section 97.2 and 97.3 and update its procedures;
- Recalculate the ERAF shift for FY 2015-16 through FY 2020-21 to exclude the RDA increment; and
- Make monetary adjustments to affected taxing entities.

County's Response

The county stated that it intends to implement all of the recommendations.

FINDING 5—Vehicle License Fee Adjustments

During our testing of the county's VLF adjustment process, we found that the county made the following errors in calculating the VLF shift adjustment:

- Used the incorrect assessed values for the city of Arcata in FY 2018-19; and
- Did not adjust the assessed values for annexation for FY 2018-19 through FY 2020-21.

The errors resulted in misallocations to all affected cities for FY 2018-19 through FY 2020-21. We did not quantify the monetary impact for each affected taxing entity due to various errors affecting the computation and allocation. The errors occurred because the county incorrectly implemented RTC section 97.70, which provides the legal requirements for the VLF adjustment process.

Recommendation

We recommend that the county:

- Review RTC section 97.70 and update its procedures;
- Recalculate its VLF adjustments for FY 2018-19 through FY 2020-21; and
- Make monetary adjustments to the ERAF.

County's Response

The county stated that it intends to implement all of the recommendations.

Appendix—
Summary of Prior Audit Findings

The following table shows the implementation status of Humboldt County's corrective actions related to the findings contained in the county's prior audit report, dated May 3, 2016:

Prior Audit Finding Number	Prior Audit Finding Title	Status
1	Calculation and distribution of annual tax increment	Fully implemented
2	Supplemental property tax administrative costs	Fully implemented
3	Unitary apportionment	Fully implemented
4	Vehicle licensing fee and Sales and Use Tax adjustments	Fully implemented

State Controller's Office
Division of Audits
Post Office Box 942850
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http://www.sco.ca.gov

COUNTY ADMINISTRATOR

DATE: February 5, 2023
TO: Honorable Board of Supervisors
FROM: Debra Lucero, County Administrative Officer

FINANCIAL

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

Monthly status report

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

372
Properties in or near Plumas County, CA

336
Properties in or near Plumas County, CA with address identified

127
Compliant Short Term Rentals

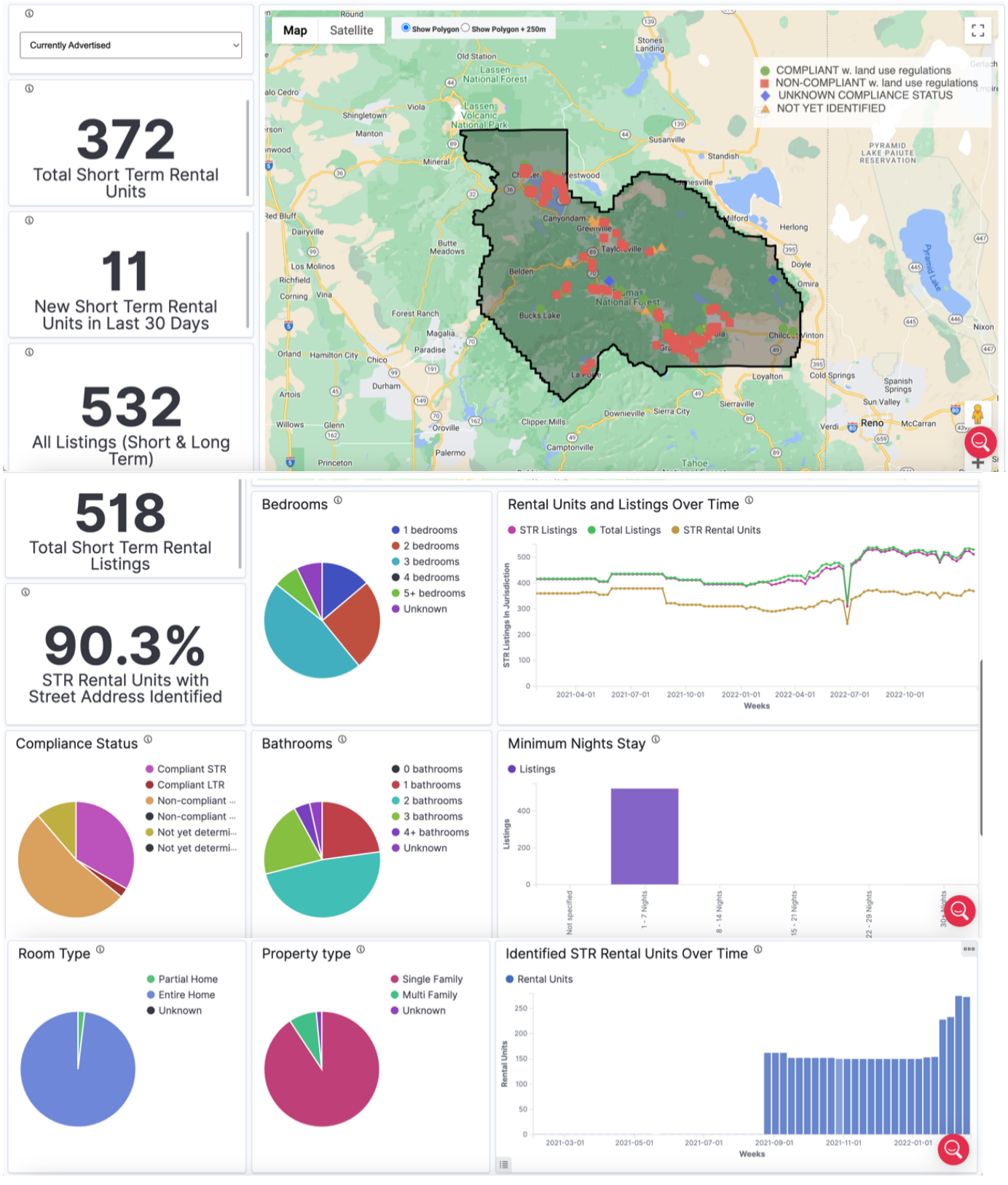
202
Non-compliant properties

43
Properties with unknown compliance

117
Properties that have received letters since first mailing

22
Properties that have received letters and are now compliant

95
Properties that have received letters but are still non-compliant


Currently Advertised
372
Total Short Term Rental Units
11
New Short Term Rental Units in Last 30 Days
532
All Listings (Short & Long Term)
Map
Satellite
Show Polygon
Show Polygon + 250m
COMPLIANT w. land use regulations
NON-COMPLIANT w. land use regulations
UNKNOWN COMPLIANCE STATUS
NOT YET IDENTIFIED
518
Total Short Term Rental Listings
90.3%
STR Rental Units with Street Address Identified
Bedrooms
1 bedrooms
2 bedrooms
3 bedrooms
4 bedrooms
5+ bedrooms
Unknown
Rental Units and Listings Over Time
STR Listings
Total Listings
STR Rental Units
STR Listings In Jurisdiction
Weeks
Compliance Status
Compliant STR
Compliant LTR
Non-compliant ...
Non-compliant ...
Not yet determi...
Not yet determi...
Bathrooms
0 bathrooms
1 bathrooms
2 bathrooms
3 bathrooms
4+ bathrooms
Unknown
Minimum Nights Stay
Listings
Not specified
1 - 7 Nights
8 - 14 Nights
15 - 21 Nights
22 - 29 Nights
30+ Nights
Room Type
Partial Home
Entire Home
Unknown
Property type
Single Family
Multi Family
Unknown
Identified STR Rental Units Over Time
Rental Units
Weeks

- **LACTF REVENUE** – $3.7 million was received by the county January 17. An LACTF fund was set up. The Board chose to spend approximately $710,000 on the increased health care costs for employees with an 85/15 split. We are utilizing approximately $35,000 to increase security at the Planning/Building Department and to make the move of Human Resources and Risk Management over to the Old Probation Department. Plumas County will receive approximately $7.4 million over the next two years. As directed by the Board, we're setting aside the majority of these funds annually for the purpose of assisting county employees with the cost of insurance. These funds could carry the county for 6-7 years (on the health insurance horizon) if appropriately allocated and health care costs stabilize.

- **TRINDEL INSURANCE PAYMENT** – It was learned on January 31, 2023 that $1,761,762.54 from Trindel was sitting in the Auditor's account and had been there since June 30, 2022. Thanks to Martee for bringing this news forward. According to County Counsel, there is a need to learn what the full replacement cost for destroyed county structures is going to be and Gretchen was looking into this prior to spending these funds on plans, permits, etc. Andrew Fischer from Trindel said, The check is to " … start the rebuild process on the structures, and the full replacement value will be paid for when complete." We will continue to monitor this situation. I would recommend the funds be placed in a Trindel Rebuild Fund and restricted for the rebuild process of county assets destroyed in the Dixie Fire.

- **BACKLOG OF INVOICES** - The county amassed a backlog of invoices to be paid when we lost our previous Auditor-Controller and second-in-command a year ago and was dealing with fines and fees due to inaccurate or late reporting. Of course, this was just six months after the Dixie Fire in July 2021 that raged and consumed Plumas County's staff time as well as its material resources, not to mention the personal loss of homes to community and staff members. Additionally, there was a cyber security attack in November 2021. This combination of disaster and attack had some real consequences for an already strapped county. We are trying to identify the system breakdowns and create internal policies and procedures to try to avoid such chaos in the future. While we are somewhat back on track, we continue to pay invoices late. The Auditor-Controller is aware and attempting to rectify this issue. I will report on how much the county pays in late fees and fines at a later date (once a trail audit is done to learn what this amount is – it could take some time to track down).

- **FAILURE TO RECONCILE CASH** - The county has failed to complete its cash reconciliations for the past two years due to our financial software never being properly set up on the Treasurer-Tax Collector side and the historic lack of communication and cooperation between the Treasurer's office and the Auditor-Controller's office (this is much better now!) We are working with both departments and Munis to rectify this situation. We have the Munis Cash Management module but it is not being fully utilized by the untrained Treasurer-Tax Collector's staff. There is other software needed to make Julie's office more efficient – a Treasury type module and a Cashiering Module. We are exploring the costs of these two additional modules and how they will integrate into our current set-up.

- **INSUFFICIENT AND UNTRAINED STAFF** - Our Auditor-Controller's Office is insufficiently staffed and trained. We will absolutely have to bring in outside expertise to get the current problems fixed (Craig Goodman is a good start) and to set up systems to move into the future. This is a priority. We need to get our finances and financial structure in order. I have made inquiries into assistance from Napa, Marin and Lassen counties – all of which utilize Munis for various aspects of their operations. Additionally, we are losing yet another key employee out of the Auditor-Controller's office. He has the most knowledge of Munis so we are trying to download his knowledge and create training videos while we still have him here.

- **ADDITIONAL TRAINING IS NEEDED** – Nearly all county staff members dealing with finances need additional training on our financial software. Finance officers will receive this training at the new HR location. Topics are being developed and will start in the new fiscal year – July 1, 2023. We need to get through the Pentimation/Munis transition and the required audits prior to starting intensive training.

- **EXTERNAL ANNUAL AUDIT** – According to the Auditor-Controller, the external annual audit for Fiscal Year 21-22 will not be completed by the March 31, 2023 deadline. There is too much information missing and other critical factors are not in place, the Auditor-Controller has said. Some of it is on the Treasurer-Tax Collector side and some of it is on the Auditor-Controller's side. I would recommend putting this on the Feb. 21, 2023 agenda as an informational item so the board can get a direct update from the Treasurer-Tax Collector and the issues in her office and from the Auditor-Controller to get a direct report about the issues in her office. A letter was sent by County Counsel to the previous Auditor-Controller requesting any information she may have.

- **LACK OF UPDATED FINANCIAL POLICIES AND PROCEDURES** - The county lacks updated financial policies and procedures. I am working with County Counsel to learn what is on the books and what may be needed.

- **MONTHLY TREASURER REPORTS NOT DONE SINCE APRIL 2022** – Julie White is looking into this and I will report back to the board once I learn why this has occurred. It is required by law.

- **PLUMAS COUNTY HAS NO ANNUAL INVESTMENT POLICY** – Also required by law. I am working with County Counsel and ultimately with Julie to get one. There are many samples of this on other county websites, i.e.,

  Butte County
  https://www.buttecounty.net/Portals/25/Investments/Investment%20Policy/Treasurer's%20Investment%20Policy%202022%20Policy-Final%20signed.pdf?ver=2022-07-11-102345-317

  Orange County
  https://www.octreasurer.com/sites/ttc/files/2022-01/2022%20IPS.pdf

  According to County Counsel, the only request on the books from the Treasurer-Tax Collector is the following and it was never finalized by the Treasurer-Tax Collector (see below).

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

- **INTEREST APPORTIONMENT ON INVESTMENTS** – This process occurred in 20-21 but must be recalculated according to the Treasurer-Tax Collector; the reasons for this are unclear at this time. This will be an audit finding when our annual audit is complete. While a work-around had been created previously due to improper set-up and lack of Treasury software; apparently this was not employed for 20-21 and 21-22. It is something that needs more discussion and we need more transparency on why this is occurring.

- **MUNIS** - We are working with an outside consultant and Tyler (Munis's parent company) to identify and correct improper set-up of Munis and other accounting issues. A recent training with Munis on the Cash Reconciliation revealed problems with our Balance Sheet Summaries and Due to's and Due From's which is crippling our system. We do not yet know if we must go back and correct this from July 1, 2019 when we started with Munis or if we can pick a starting date, i.e., July 1, 2022 and move forward. I will update the Board once we know.

- **LOSS OF INSTITUTIONAL KNOWLEDGE** - Losing 15 department heads since 2019 has been another blow to Plumas County. The amount of training and knowledge drain is an enormous strain on the county and has contributed to lax methods and procedures throughout the organization that affect finances, personnel policies and procedures, and more. We are working to identify these and will bring policies forward to correct such things as needed. An example of this is the deferred holiday practice that evolved under a lack of enforcement and following existing policy. This policy will come forward at the Feb. 21, 2023 Board meeting.

- **PROPERTY TAXES** - Estimated loss of $500,000 annually due to the loss of homes and property tax. Plumas County is scheduled for backfill of these taxes for 2021-22 and 2022-23 but has yet to realize any of that backfill. I am in touch with the CA Dept. of Finance on this issue and have been assured that it is allocated and forthcoming.

- **DEFERRED MAINTENANCE** - Deferred maintenance of the 101-year-old County Courthouse building. We literally have buckets hanging in the corners of our buildings to handle any overload of water on the roof and into the internal drains. We have half of a fourth floor that is being taken over by wasps and flies. It's been recommended by Facility Services that trees that overhang the courthouse need to be trimmed below the rooftop to avoid having leaves clogging the delicate drainage system. JD is working on a quote to trim the trees. I would suggest utilizing some of the LACTF funding to accomplish this task – to quote an old adage: "An ounce of prevention is worth a pound of cure."

- **BUDGET** – We will begin budget discussions with the departments the last week of February and the first week of March. Mid-Year Budget Review is scheduled for the Feb. 21, 2023 Board meeting.

MUNIS HR/PAYROLL/MIGRATION FROM PENTIMATION

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

GRANT MANAGER

- **COMMUNITY RESILIENCE CENTER** project for Indian Valley with Dixie Fire Collaborative
  Looking into funding possibilities:
  - California Department of Food & Agriculture: https://www.cdfa.ca.gov/FairsAndExpositions/fcrcp/
  - California Strategic Growth Council: https://sgc.ca.gov/programs/community-resilience-centers/
  - Initial meeting with potential partners is set for February 7

- **BROADBAND** discussions continue to occur and we are working with Golden State Financing Authority to secure a company to create a Plumas County Broadband Strategic Plan. A $25,000 funding request (covered by ARPA funds) will get us a $125,000 study for the county. This request is on the Feb. 7, 2023 agenda.

- **ELECTRIC VEHICLE (EV)** opportunities and planning, ordinance creation being explored. We've had meetings with RCRC, the state and are looking to private providers as well.

- **GRANT MANAGEMENT** - Had discussions with Facility Services who currently manage the Sierra Buttes Trail Stewardship grants. We are looking to bring management of these grants under the CAO's office to free up Facility Services time and possibly leverage other grant concepts.

- **NEWSLETTER** – Created a newsletter form for departments to upload information monthly into a portal to create an agency-wide digital newsletter. Still working on getting information.

- **ENERGY GRANTS** – Met with Bob Burras with RCRC to discuss energy grants for micro grids, solar and other possibilities. RCRC is in contract with infrastructure grants specialists Harris & Associates. We are looking for specific projects and want to write a grant with Harris & Associates to pull down some of the federal and state funding. This would go along nicely with the Energy Assessment we are doing.

OTHER NEWS/ACTIVITIES

- **HIRING EVENT -** Plumas County Hiring Event being organized by the Clerk-Recorder's Office and several other departments to take place on a Saturday at the Fairgrounds. This is not to be confused with a job fair but an actual hiring event with a private area to set up on-site interviews. The plan is to work with Alliance for Workforce Development and to advertise via social media, Feather River College, Lassen College, the high schools and their job fairs, etc.

- **LETTERS** – 1) Comments on PG&E Rate Increases; 2) Letter of Support for Golden State Finance Authority's Rural Grant Acceleration Program application to the Community Economic Resilience Fund (CERF) Econnomic Development Pilot program.

- **MASS SHELTERING TRAINING** – Pamella Courtright is arranging this for Spring.

- **PURCHASING, AUCTIONING OF SURPLUS GOODS** - I met with John and Jim in Public Works on Friday to talk about Sourcewell and purchasing within the county. We also discussed the auctioning of surplus equipment, cars, trucks, etc. I would like to identify the local vendors we use to see if we can negotiate a single contract with them vs. 20 different department contracts. This will cut down on contracts and administrative time and possibly get better pricing. An example would be Les Schwab Tires. It's my understanding that many departments have different contracts with the Quincy Les Schwab Tires; do we need 20 different contracts?

Or obtaining paper. Perhaps we could go through our local Stationers store - Forrest. Departments could still order what they need but the county would purchase an overall allotment of recycled paper (certain % of recycled materials now required by the State). We are going to do a survey of department heads to learn how much paper is being purchased and the top 5-10 commodities needed.

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

I am also looking at setting up an overall Amazon account.

- **REORGANIZATION OF DEPARTMENTS DISCUSSION** – I have met with Behavioral Health, Public Health, Environmental Health and Social Services regarding the establishment of a Health & Human Services overall agency instead of four separate departments. All are favorable toward the idea. State funding is moving toward this concept and there is more and more crossover between these departments in terms of revenue streams and service to citizens. Importantly, consolidation would create diverse job potential and upward mobility within a large department for employees. It would also accomplish cross-training goals and eliminate the silos that naturally crop up between departments. This type of move would occur gradually over the next year with the board's approval. We need to get a plan together on what the organizational structure would look like, job classifications that would need to be examined, etc., but wanted to get this on the board's radar.

- **CO-HABITATION WITH GREENVILLE RANCHERIA** – We are in discussions to co-locate our Behavioral Health activities with Greenville Rancheria's plans to rebuild their facilities. This is very positive as BH has leasing funds but not purchasing power. It would also provide more cohesive care in Greenville.

- **FEATHER RIVER COLLEGE** has some great workforce development programs. Read more about it here in case you missed it in the Plumas News. I am very encouraged by this report:
- https://www.plumasnews.com/whats-new-at-frc-the-2022-year-in-review/

- **NACo RESILIENT COUNTIES ADVISORY BOARD PRESENTATION** - Rebuild by Design. **Rebuild by Design** is a nonprofit organization focused on developing tools and resources to support communities address large-scale and complex challenges, such as mass migrations, climate change, economic development, etc. The report that was created is very interesting so I've attached it here. It's a large report but goes county by county nationally. It is BEFORE the Dixie Fire, however, but is the first report of its kind in the nation. https://rebuildbydesign.org/wp-content/uploads/2022/12/ATLAS-OF-DISASTER.pdf

- **SHERIFF'S DEPARTMENT EXIT INTERVIEWS REQUESTED** – I requested exit interviews on Janury 30, 2023 for any and all Sheriff's employees for the FY21-22 and to date but have not received anything as yet. I will keep the board updated on this request. I have also requested the same thing from Human Resources.

- **GREENVILLE TRAILERS** – We are working toward a solution on the trailers. It doesn't appear that any nonprofit wants to take over the management/landlord portion of this arrangement so a 60-day notice to vacate the trailers seems to be the only solution at this point. We will donate the trailers to any nonprofit or government agency.

- **PLUMAS COUNTY TRANSPORTATION PROJECTS -** The California Transportation Commission (CTC) allocated over $988 million today to repair and improve transportation infrastructure throughout the state. This funding includes more than $450 million from the federal Infrastructure Investment and Jobs Act of 2021 (IIJA) and more than $250 million from Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017.

- District 2 Projects the CTC approved include:

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

Cromberg Rehab Project (In and near Cromberg and Portola, from Gill Ranch Road to 0.2 mile west of Big Grizzly Creek Bridge): Rehabilitate roadway, repair and replace culverts, upgrade guardrail, upgrade bridge railing at Humbug Creek Bridge, and make pedestrian facilities Americans with Disabilities Act (ADA) compliant. The project will also improve safety and ride quality. **This project includes $95.7M in IIJA funding.**

PLUMAS COUNTY

Audit Report

COURT REVENUES

July 1, 2016, through June 30, 2020

BETTY T. YEE
California State Controller

November 2022

BETTY T. YEE
California State Controller

November 29, 2022

Dear County, Court, College, and Department Representatives:

The State Controller's Office audited the propriety of the court revenues remitted by Plumas County to the State Treasurer for the period of July 1, 2016, through June 30, 2020.

Our audit found that the county overremitted a net of $76,445 in state court revenues to the State Treasurer. Specifically, we found that the county overremitted $80,003 in state court revenues because it:

- Overremitted the State Trial Court Improvement and Modernization Fund (Government Code section 77205) by $76,613;
- Overremitted the State's Domestic Violence Restraining Order Reimbursement Fund (Penal Code section 1203.097) by $1,695; and
- Overremitted the State's Domestic Violence Training and Education Fund (Penal Code section 1203.097) by $1,695.

In addition, we found that Feather River College underremitted $3,558 in parking surcharges to the State Treasurer via Plumas County. Feather River College made a payment of $3,558 to the county on April 21, 2022, and the county remitted $3,558 to the State Treasurer via the Report to State Controller of Remittance to State Treasurer (TC-31) on May 16, 2022.

We also found that the Treasurer–Tax Collector's Office incorrectly distributed revenues from health and safety violations.

We also identified a deficiency that is not significant to our audit objective, but warrants the attention of management. Specifically, we found that the California Department of Parks and Recreation imposed and collected incorrect parking surcharges during the audit period.

The county should reduce subsequent remittances to the State Treasurer by $80,003.

If you have questions regarding payments, TC-31s, or interest and penalties, please contact Jennifer Montecinos, Manager, Tax Programs Unit, by telephone at (916) 324-5961, or by email at lgpsdtaxaccounting@sco.ca.gov.

If you have questions regarding the audit findings, please contact Lisa Kurokawa, Chief, Compliance Audits Bureau, by telephone at (916) 327-3138, or by email at lkurokawa@sco.ca.gov.

Sincerely,

Original signed by

KIMBERLY TARVIN, CPA
Chief, Division of Audits

KT/ac

Attachment—Recipient Addresses

cc: Kevin Goss, Chair
Plumas County Board of Supervisors
Grant Parks, Manager
Internal Audit Services
Judicial Council of California
Lynda Gledhill, Executive Officer
California Victim Compensation Board
Anita Lee, Senior Fiscal and Policy Analyst
Legislative Analyst's Office
Sandeep Singh, Manager
Local Government Policy Unit
State Controller's Office
Jennifer Montecinos, Manager
Tax Programs Unit
State Controller's Office

Recipient Addresses

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Plumas County
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Quincy, CA 95971

Deborah Norrie, Court Executive Officer
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Quincy, CA 95971

Jennifer Martin, Staff Services Manager I
California Department of Parks and Recreation
P.O. Box 942896
Sacramento, CA 94296

Morgan Turner, Interim Director of Fiscal Services
Feather River College
570 Golden Eagle Avenue
Quincy, CA 95971

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Audit Report

Summary

The State Controller's Office (SCO) audited the propriety of court revenues remitted to the State of California by Plumas County on the Report to State Controller of Remittance to State Treasurer (TC-31) for the period of July 1, 2016, through June 30, 2020.

Our audit found that the county overremitted a net of $76,445 in state court revenues to the State Treasurer. Specifically, we found that the county overremitted $80,003 in state court revenues and that Feather River College underremitted $3,558 in parking surcharges to the State Treasurer via Plumas County.

We also found that the Treasurer–Tax Collector's incorrectly distributed revenues from health and safety violations, and the California Department of Parks and Recreation imposed and collected incorrect parking surcharges during the audit period.

Background

State statutes govern the distribution of court revenues, which include fines, penalties, assessments, fees, restitutions, bail forfeitures, and parking surcharges. Whenever the State is entitled to receive a portion of such money, the court is required by Government Code (GC) section 68101 to deposit the State's portion of court revenues with the County Treasurer as soon as is practical and provide the County Auditor with a monthly record of collections. This section further requires that the County Auditor transmit the funds and a record of the money collected to the State Treasurer at least once a month.

The SCO publishes the *Trial Court Revenue Distribution Guidelines* (*Distribution Guidelines*) to provide direction on the distribution of fines, fees, forfeitures, penalties, and assessments. The *Distribution Guidelines* group code sections that share similar exceptions, conditions, or distributions into a series of nine tables.

The Judicial Council of California (JCC) provides forms and worksheets to ensure the proper calculation and distribution of fines, fees, forfeitures, penalties, and assessments. The guidance includes forms used to compute the annual maintenance-of-effort calculation and worksheets to verify the more complex revenue distributions.

Audit Authority

We conducted this audit under the authority of GC section 68103, which requires the SCO to review the county's reports and records to ensure that all fines and forfeitures have been transmitted. In addition, GC section 68104 authorizes the SCO to examine records maintained by the court. Furthermore, GC section 12410 provides the SCO with general audit authority to superintend the fiscal concerns of the State.

Objective, Scope, and Methodology

Our audit objective was to determine the propriety of the court revenues remitted to the State Treasurer pursuant to the TC-31 process.

The audit period was July 1, 2016, through June 30, 2020.

To achieve our objective, we performed the following procedures.

General

- We gained an understanding of the county and court's revenue collection and reporting processes, and of the criteria that were significant to our audit objective.
- We interviewed county and court personnel regarding the monthly TC-31 remittance process, the revenue distribution process, the case management system, and the maintenance-of-effort calculation.
- We reviewed documents supporting the transaction flow.
- We scheduled the monthly TC-31 remittances prepared by the county and the court showing court revenue distributions to the State.
- We performed a review of the complete TC-31 remittance process for revenues collected and distributed by the county and the court.

Cash Collections

- We scheduled monthly cash disbursements prepared by the county and the court showing court revenue distributions to the State, county, and cities for all fiscal years in the audit period.
- We performed analytical procedures using ratio analysis for state and county revenues to assess the reasonableness of the revenue distributions based on statutory requirements.
- We recomputed the annual maintenance-of-effort calculation for all fiscal years in the audit period to verify the accuracy and completeness of the 50% excess of qualified revenues remitted to the State.

Distribution Testing

- We assessed the priority of installment payments by haphazardly selecting a non-statistical sample of four installment payments to verify priority. No errors were identified.
- We scheduled parking surcharge revenues collected from entities that issue parking citations within the county to ensure that revenues were correct, complete, and remitted in accordance with state statutory requirements. We contacted entities that did not remit the required parking surcharges and reviewed their required distributions. Errors found were not projected to the intended (total) population.
- We performed a risk evaluation of the county and court and identified violation types that are prone to errors, due to either their complexity or statutory changes during the audit period. Based on the risk

evaluation, we haphazardly selected a non-statistical sample of 30 cases for eight violation types.[1] Then, we:

- Recomputed the sample case distributions and compared them to the actual distributions; and
- Calculated the total dollar amount of significant underremittances and overremittances to the State and county.

Errors found were not projected to the intended (total) population.

We did not audit the financial statements of the county, the court, or the various agencies that issue parking citations. We did not review any court revenue remittances that the county and court may be required to make under GC sections 70353 and 77201.1(b), included in the TC-31.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Conclusion

As a result of performing the audit procedures, we found that the county overremitted a net of $76,445 in state court revenues to the State Treasurer. Specifically, we found that the county overremitted $80,003 in state court revenues because it:

- Overremitted the State Trial Court Improvement and Modernization Fund (GC section 77205) by $76,613;
- Overremitted the State's Domestic Violence Restraining Order Reimbursement Fund (Penal Code [PC] section 1203.097) by $1,695; and
- Overremitted the State's Domestic Violence Training and Education Fund (PC section 1203.097) by $1,695.

In addition, we found that Feather River College underremitted $3,558 in parking surcharges to the State Treasurer via Plumas County. Feather River College made a payment of $3,558 to the county on April 21, 2022, and the county remitted $3,558 to the State Treasurer via the TC-31 on May 16, 2022.

These instances of noncompliance are quantified in the Schedule and described in the Findings and Recommendations section.

[1] We were not able to identify the case population due to the inconsistent timing of when tickets were issued versus when they were paid, and the multitude of entities that remit collections to the county for remittance to the State.

We also found that the Treasurer–Tax Collector's Office incorrectly distributed revenues from health and safety violations. These non-monetary instances of noncompliance are described in the Findings and Recommendations section.

We also identified a deficiency that is not significant to our audit objective, but warrants the attention of management. Specifically, we found that the California Department of Parks and Recreation imposed and collected incorrect parking surcharges for the audit period. This deficiency is described in the Observation and Recommendation section of this audit report.

The county should reduce subsequent remittances to the State Treasurer by $80,003.

Follow-up on Prior Audit Findings

The county has satisfactorily resolved the findings noted in our prior audit report, for the period of July 1, 2006, through June 30, 2013, issued on August 12, 2016.

Views of Responsible Officials

We issued a draft audit report on October 17, 2022. Deborah Norrie, Court Executive Officer, responded by email on October 25, 2022, agreeing with the audit results. The county did not respond. Feather River College did not respond to Finding 2, but did make a payment of $3,558.

Restricted Use

This audit report is solely for the information and use of Plumas County; Superior Court of California, Plumas County; Feather River College; the California Department of Parks and Recreation; the JCC; and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this audit report, which is a matter of public record and is available on the SCO website at www.sco.ca.gov.

Original signed by

KIMBERLY TARVIN, CPA
Chief, Division of Audits

November 29, 2022

Schedule—
Summary of Audit Findings Affecting Remittances to the State Treasurer
July 1, 2016, through June 30, 2020

Finding[1]	Fiscal Year 2016-17	2017-18	2018-19	2019-20	Total	Reference[2]
Overremitted 50% excess of qualified revenues						
State Trial Court Improvement and Modernization Fund – GC §77205	$ (19,807)	$ (19,039)	$ (19,511)	$ (18,256)	$ (76,613)	Finding 1
Underremitted parking surcharges – Feather River College						
State Trial Court Trust Fund – GC §76000.3	1,614	663	672	609	3,558	Finding 2
Incorrect distribution of domestic violence fees						
State Domestic Violence Restraining Order Reimbursement Fund – PC §1203.097	(504)	(545)	(199)	(447)	(1,695)	
State Domestic Violence Training and Education Fund – PC §1203.097	(505)	(544)	(200)	(446)	(1,695)	
Total	(1,009)	(1,089)	(399)	(893)	(3,390)	Finding 3
Net amount overremitted to the State Treasurer	$ (19,202)	$ (19,465)	$ (19,238)	$ (18,540)	$ (76,445)	

[1] The identification of state revenue account titles should be used to ensure proper recording when preparing the TC-31.

[2] See the Findings and Recommendations section.

Findings and Recommendations

FINDING 1— Overremitted the 50% excess of qualified revenues

During our recalculation of the 50% excess of qualified revenues, we found that the county used incorrect qualified revenue amounts in its calculation for each fiscal year. These errors resulted in the county overremitting the 50% excess of qualified revenues by $76,613 during the audit period. The 50% excess of qualified revenues was incorrectly calculated because the county misinterpreted the required calculations.

For the audit period, the county provided support for its calculation of the 50% excess of qualified revenues. We reviewed the county's calculation and reconciled the qualified revenues to revenue collection reports provided by the court.

We recalculated the county's qualified revenues based on actual court revenues collected for each fiscal year. After our recalculation, we found that the county had overstated qualified revenues by $153,227 for the audit period.

The county overstated qualified revenues because it:

- Incorrectly included all Emergency Medical Services Fund (GC section 76104) and Maddy Emergency Medical Services Fund (GC section 76000.5) revenues collected by the county and the Treasurer–Tax Collector's Office in its calculation, instead of including only those revenues collected for traffic violator school (TVS) cases, resulting in an overstatement of $68,434;
- Incorrectly calculated the PC section 1464 line item for fiscal year (FY) 2019-20 by using the amount collected for the TVS fee (Vehicle Code [VC] section 42007.1) in its calculation, instead of using the amount collected for the State Penalty Fund (PC section 1464), resulting in an understatement of $669; and
- Incorrectly included 100% of county base fines (PC section 1463.001) in its calculation, instead of including only 75% of county base fines (PC section 1463.001), resulting in an overstatement of $85,462.

The following table shows the audit adjustments to qualified revenues:

	Fiscal Year				
	2016-17	2017-18	2018-19	2019-20	Totals
Qualified revenues reported	$ 249,353	$ 265,615	$ 260,666	$ 251,036	$ 1,026,670
Audit adjustments:					
VC section 42007 adjustment	(18,628)	(16,470)	(16,795)	(16,541)	(68,434)
PC section 1464 adjustment				669	669
PC section 1463.001 adjustment	(20,987)	(21,609)	(22,226)	(20,640)	(85,462)
Total	(39,615)	(38,079)	(39,021)	(36,512)	(153,227)
Adjusted qualified revenues	$ 209,738	$ 227,536	$ 221,645	$ 214,524	$ 873,443

As a result of miscalculating the qualified revenues, the county overremitted the 50% excess of qualified revenues by $76,613 for the audit period.

The following table shows the excess qualified revenues, and—by comparing the 50% excess amount due to the State to the county's actual remittances—the county's overremittance to the State Treasurer.

Fiscal Year	Qualifying Revenues	Base Amount	Excess Amount Above the Base	50% Excess Amount Due the State	County Remittance to the State Treasurer	County Overremittance to the State Treasurer[1]
2016-17	$ 209,738	$ 193,772	$ 15,966	$ 7,983	$ 27,790	$ (19,807)
2017-18	227,536	193,772	33,764	16,882	35,921	(19,039)
2018-19	221,645	193,772	27,873	13,937	33,447	(19,511)
2019-20	214,524	193,772	20,752	10,376	28,632	(18,256)
Total						$ (76,613)

[1]Should be identified on the TC-31 as State Trial Court Improvement and Modernization Fund – GC section 77205

GC section 77205(a) requires the county to remit 50% of the qualified revenues that exceed the amount specified in GC section 77201.1(b)(2) for FY 1998-99, and each fiscal year thereafter, to the State Trial Court Improvement and Modernization Fund.

Recommendation

We recommend that the county:

- Offset subsequent remittances to the State Treasurer by $76,613 and report on the TC-31 form a decrease to the State Trial Court Improvement and Modernization Fund; and
- Ensure that the proper accounts are included in the calculations of each line item on the 50-50 Excess Split Revenue Computation Form.

We also recommend that the court and the Treasurer–Tax Collector's Office establish separate accounts for the Emergency Medical Services Fund (GC section 76104) and Maddy Emergency Medical Services Fund (GC section 76000.5) revenues collected on TVS cases.

Court's Response

> The Plumas Superior Court has established these two separate accounts – 5-900014 Emergency Medical SVCS GC76104 and EMS Additional (Maddy) GC76000.5 in the Court's case management system. These accounts are included in the monthly General Ledger Account that is used to distribute revenues collected to the County and State.

FINDING 2— Underremitted parking surcharges – Feather River College

During our analysis of parking surcharges remitted to the county, we found that the Feather River College did not collect or remit state and county parking surcharges during the audit period. This error resulted in a net underremittance to the State of $3,558. The error occurred because the college was unaware of the statutory requirements relating to parking surcharges.

External parking agencies are required to collect revenues for parking violations and remit the revenues to the county. Revenues should be remitted to the county on a monthly basis, and collection reports should be included to support the remitted revenues. During our analysis of the collection reports, we found that the college did not collect or remit state and county parking surcharges for the audit period. The college should have collected a total of $10.00 in state and county parking surcharges for each parking violation.

It should be noted that, unlike other parking surcharge statutes, GC section 76000.3 requires external parking agencies to remit $3.00 per parking violation regardless of whether they collect any state or local parking surcharges.

Feather River College made a payment of $3,558 to the county on April 21, 2022; and the county remitted $3,558 to the State Treasurer via the TC-31 on May 16, 2022.

The underremitted parking surcharges are as follows:

Account Title	Underremitted/ (Overremitted)
State Trial Court Trust Fund — GC §76000.3	$ 3,558
Feather River College	$ (3,558)

GC section 70372(b) requires the issuing agencies to collect a state surcharge of $4.50 for every parking penalty, fine, or forfeiture, for deposit in the State Court Facilities Construction Fund.

GC section 76000(b) requires, provided that the board of supervisors has adopted a resolution stating that the implementation of this subdivision is necessary to the county, that for each authorized fund established pursuant to GC section 76100 or GC section 76101, for every parking offense where a parking penalty, fine, or forfeiture is imposed, an added penalty of $2.50 be included in the total penalty, fine, or forfeiture.

GC section 76000.3 requires that parking agencies pay to the State Treasurer a state surcharge of $3.00 on each parking violation, for deposit in the Trial Court Trust Fund.

Recommendation

We recommend that the college collect and remit the required state and county parking surcharges, totaling $10 per infraction, to the county.

**FINDING 3—
Incorrect distribution of revenues from domestic violence fees**

During our testing of domestic violence violation cases, we found that the Treasurer–Tax Collector's Office incorrectly distributed two-thirds of the domestic violence fee to the State, resulting in a net overremittance to the State of $3,390. The error occurred because the Treasurer–Tax Collector's Office misinterpreted the *Distribution Guidelines*.

We verified, on a sample basis, distributions made by the Treasurer–Tax Collector's Office using its case management system. For each sample case, we recomputed the distributions and compared them to the actual distributions. During our testing, we found that the Treasurer–Tax Collector's Office incorrectly distributed two-thirds of the domestic violence fee to the State's Domestic Violence Restraining Order Reimbursement Fund (PC section 1203.097) and the State's Domestic Violence Training and Education Fund instead of distributing the required one-third to the State.

The incorrect distributions had the following effect:

Account Title	Underremitted/ (Overremitted)
State Domestic Violence Restraining Order Reimbursement Fund – PC §1203.097	$ (1,695)
State Domestic Violence Training and Education Fund – PC §1203.097	(1,695)
Total	$ (3,390)
County Domestic Violence Programs Special Fund – PC §1203.097	$ 3,390

PC section 1203.097(a)(5) requires that two-thirds of the domestic violence fee collected be posted to the county's Domestic Violence Fund; no more than 8% may be used for administrative costs. PC section 1203.097(a)(5) further requires that the remaining one-third be transferred, once a month, to the SCO for deposit in equal amounts in the State's Domestic Violence Restraining Order Reimbursement Fund and the State's Domestic Violence Training and Education Fund.

Recommendation

We recommend that the county offset subsequent remittances to the State Treasurer by $3,390 and report on the TC-31 a decrease to the following accounts:

- The State's Domestic Violence Restraining Order Reimbursement Fund: $(1,695); and
- The State's Domestic Violence Training and Education Fund: $(1,695).

We also recommend that the Treasurer–Tax Collector's Office correct its case management system to ensure that revenues are distributed in accordance with statutory requirements, and periodically verify the accuracy of its distributions using the JCC's testing sheets.

**FINDING 4—
Failure to treat the Criminal Laboratory Analysis Fee as a fine**

During our testing of health and safety violation cases, we found that the Treasurer–Tax Collector's Office did not consistently treat the criminal laboratory analysis fee (Health and Safety Code [HSC] section 11372.5) as a fine. The error occurred because the Treasurer–Tax Collector's Office misinterpreted the *Distribution Guidelines* and incorrectly configured its case management system.

We verified, on a sample basis, distributions made by the Treasurer–Tax Collector's Office using its case management system. For each sample case, we recomputed the distributions and compared them to the actual distributions. We found that the Treasurer–Tax Collector's Office did not consistently account for the criminal laboratory analysis fee (HSC section 11372.5) as a fine subject to State and county penalty assessments, the 20% state surcharge, and the 2% state automation fee.

The lack of base fine enhancements affects the 50% excess of qualified revenues calculation, as the county's portion of the State Penalty Fund (PC section 1464) is included in the calculation. However, this error cannot now be reversed because the Treasurer–Tax Collector's Office cannot retroactively collect from defendants or recalculate the base fine enhancements.

HSC section 11372.5 requires defendants convicted of violating specific Health and Safety Code sections regulating controlled substances to pay a $50 criminal laboratory analysis fee for each separate offense, and requires the court to increase the total fine as necessary to include the increment.

Recommendation

We recommend that that the Treasurer–Tax Collector's Office correct its case management system to ensure that revenues are distributed in accordance with statutory requirements, and periodically verify the accuracy of its distributions using the JCC's testing sheets.

**FINDING 5—
Incorrect distribution of revenues from health and safety cases**

During our testing of health and safety violation cases, we found that the Treasurer–Tax Collector's Office did not properly distribute revenues from health and safety cases. The error occurred because the Treasurer–Tax Collector's Office misinterpreted the *Distribution Guidelines* and incorrectly configured its case management system.

We verified, on a sample basis, distributions made by the Treasurer–Tax Collector's Office using its case management system. For each sample case, we recomputed the distributions and compared them to the actual distributions. During our testing of a FY 2019-20 health and safety case for which the Treasurer–Tax Collector's Office treated the Criminal Laboratory Analysis Fee as a fine subject to State and county penalty assessments, the 20% state surcharge, and the 2% state automation fee, we found that the county's general fund (HSC section 11502) revenues were overstated, and the revenues collected for the following funds were understated:

- The State's DNA Identification Funds (GC sections 76104.6 and 76104.7);

- The Criminal Justice Facilities Construction Fund (GC section 76101);
- The Emergency Medical Services Fund (GC section 76104);
- The Maddy Emergency Medical Services Fund (GC section 76000.5);
- The State Court Facilities Construction Fund (GC section 70372[a]); and
- The State's General Fund (20% state surcharge) (PC section 1465.7).

On another FY 2019-20 health and safety case, we found that the Treasurer–Tax Collector's Office did not collect sufficient amounts for the following funds:

- The county's general fund (HSC section 11502);
- The State's DNA Identification Funds (GC sections 76104.6 and 76104.7);
- The Criminal Justice Facilities Construction Fund (GC section 76101);
- The Emergency Medical Services Fund (GC section 76104);
- The Maddy Emergency Medical Services Fund (GC section 76000.5);
- The State Court Facilities Construction Fund (GC section 70372[a]); and
- The State's General Fund (20% state surcharge) (PC section 1465.7).

In addition, the Treasurer–Tax Collector's Office incorrectly distributed 71.2% of the State Penalty Fund (PC section 1464) revenues to the State, instead of distributing the required 70% of these revenues to the State.

We performed an analysis of Criminal Laboratory Analysis Fee (HSC section 11372.5) revenues to determine the fiscal effect of the distribution error. We found that the error did not have a material effect on the revenues remitted to the State.

HSC section 11372.5 requires defendants convicted of violating specific Health and Safety Code sections regulating controlled substances to pay a $50 criminal laboratory analysis fee for each separate offense, and requires the court to increase the total fine as necessary to include the increment.

PC section 1464(e) requires 70% of the state penalty to be deposited in the State Penalty Fund.

Recommendation

We recommend that that the Treasurer–Tax Collector's Office correct its case management system to ensure that revenues are distributed in accordance with statutory requirements, and periodically verify the accuracy of its distributions using the JCC's testing sheets.

Observation and Recommendation

OBSERVATION—Incorrect remittance of county parking surcharges

During our analysis of parking surcharges remitted to the county, we found that the California Department of Parks and Recreation imposed and collected incorrect parking surcharges during the audit period. The error occurred because the California Department of Parks and Recreation was unaware of the statutory requirements relating to parking surcharges.

External parking agencies are required to collect revenues for parking violations and remit the revenues to the county. Revenues should be remitted to the county on a monthly basis, and collection reports should be included to support the remitted revenues. During our analysis of the collection reports, we found that California Department of Parks and Recreation incorrectly remitted $12.50 in state and county parking surcharges on every parking violation, instead of the $10.00 required during the audit period.

We did not measure this error because it is not a distribution error that results in overremitted funds to the State Treasurer. Rather, the parking entities overcharged the defendants on each case, meaning that the excess revenues collected are actually owed to the defendants. However, we believe that it would be impractical and difficult for the county to return the overcharged amounts to each defendant.

GC section 70372(b) requires the issuing agencies to collect a state surcharge of $4.50 for every parking penalty, fine, or forfeiture, for deposit in the State Court Facilities Construction Fund.

GC section 76000(b) requires, provided that the board of supervisors has adopted a resolution stating that the implementation of this subdivision is necessary to the county, that for each authorized fund established pursuant to GC section 76100 or GC section 76101, for every parking offense where a parking penalty, fine, or forfeiture is imposed, an added penalty of $2.50 be included in the total penalty, fine, or forfeiture.

GC section 76000.3 requires that parking agencies pay to the State Treasurer a state surcharge of $3.00 on each parking violation, for deposit in the State's Trial Court Trust Fund.

Recommendation

We recommend that the California Department of Parks and Recreation collect and remit the required state and county parking surcharges, totaling $10.00 per infraction, to the county.

State Controller's Office
Division of Audits
Post Office Box 942850
Sacramento, CA 94250

http://www.sco.ca.gov

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

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

FROM:

MEETING DATE: **April 2, 2024**

SUBJECT: **Appoint Selena Jayo to the Feather River Resource Conservation District; discussion and possible action.**

Recommendation:
Appoint Selena Jayo to the Feather River Resource Conservation District; discussion and possible action.

Background and Discussion:

.

Action:

Appoint Selena Jayo to the Feather River Resource Conservation District; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:
1. Jayo, Selena

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIR, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIR, DISTRICT 4
JEFF ENGEL, DISTRICT 5

April 2, 2024

Selena Jayo
2969 Ward Creek Road
Taylorsville, CA 95983

Re: Appointment to the Feather River Resource Conservation District Board of Directors

Ms. Jayo,

On April 2, 2024, the Plumas County Board of Supervisors appointed you to the Feather River Resource Conservation District Board of Directors for a four-year term.

Plumas County and the Board would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Plumas County Supervisor
District No 4