



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

**NOVEMBER 5, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

C. US FOREST SERVICE

Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

E. 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.

F. FINANCIAL/AUDIT REPORT

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

G. PRESENTATION: Receive a presentation from James Cox, Business Service Manager Alliance for Workforce Development.

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. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign and ratify Multi-Year Addendum to the Master Service Agreement between Plumas County Sheriff's Office and Lenslock, Inc. adding additional equipment at the cost of \$11,605.13; (General Fund Impact) (additional impacts to the GF); approved as to form by County Counsel.

B. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Durkin Construction, Inc. for snow removal at the County's Chester facilities; effective November 1, 2024; not to exceed \$12,000.00; this contract is as needed as approved in FY2425 recommended budget 2012052 521300, 2079052 521300, 2084052 521300; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Concentric Concrete Inc for ADA Ramp Repairs at HR; effective November 5th 2024; not to exceed \$18,423.75; (General Fund Impact) as approved in recommended (FY24/25) budget (2012054/540110); approved as to form by County Counsel.

C. CLERK OF THE BOARD

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

D. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas District Hospital for the rental space at Indian Valley Medical Clinic for the purpose of providing counseling and telehealth services; effective September 1, 2024; not to exceed \$16,700.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment #2 for Quality Measures and Performance Improvement Program supporting the healthcare effectiveness data and information reporting requirements; effective upon execution of this agreement; no additional cost; (No General Fund Impact) state funds; approved as to form by Count Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng Medical Doctor, to provide psychiatric evaluations, medication management, providing prescription medication after hours, weekends, and holidays to individuals needing to be evaluated for 5150 via tele-psychiatry; effective November 1, 2024; not to exceed \$350,000.00 per fiscal year; (No General Fund Impact) a combination of state and federal funding; approved as to form by County Counsel.

- 4) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, one (1.0) FTE vacant Behavioral Health Site Coordinator position, due to resignation, as approved in FY24/25 budget. (No General Fund Impact)
- 5) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions, providing psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2025; not to exceed \$300,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

E. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign amendment no. one (1) to agreement between Plumas County Counsel and Municipal Resource Group, LLC extending the term through November 21, 2025; no additional general fund; approved as to form by County Counsel.

F. OFFICE OF EMERGENCY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Office of Emergency Services and Foster Morrison Consulting, Ltd. for the development of the Multi-Jurisdictional Hazard Mitigation Plan; effective November 5, 2024; not to exceed \$265,000.00; (No General Fund Impact); grant funds; approved as to form by County Counsel.

G. PROBATION

- 1) Approve and authorize Chair to sign an agreement between Plumas County Probation and Plumas Crisis Intervention and Resource Center, a California non-profit corporation, to provide emergency sheltering via their North Star Navigation Center; effective October 1, 2024; not to exceed \$124,450.00; (No General Fund Impact) AB109/Community Corrections Partnership state grant funding; approved as to form by County Counsel.

H. PUBLIC WORKS

- 1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Lead Maintenance Worker position in the Chester Maintenance District. Funded and allocated via Road Budget. No General Fund impact.
- 2) Approve and authorize Chair to sign Task Order No. 1 to the Professional Services Agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. for Consulting Services regarding pavement improvements and widening. No General Fund Impact; approved as to form by County Counsel.

I. SOLID WASTE

- 1) Approve and authorize Chair to sign Amendment No. 2 to agreement between Plumas County Public Works and Vestra Resources, Inc., increasing the compensation to \$361,390.00 and adding two additional tasks; No General Fund Impact; Approved as to form by County Counsel.

J. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and HP INC for purchase of computers, monitors, scanners, and printers; effective 11-5-2024; not to exceed \$ 54,233.18; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and CalSAWS for Administrative Charges for Equipment Refresh; effective 11-5-2024; not to exceed \$ 10,582.58; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

3. **DEPARTMENTAL MATTERS**

A. **LIBRARY** - Dora Mitchell

- 1) Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Adopt **RESOLUTION** to Authorize the Plumas County Librarian to execute the grant funding agreement ZIP 24-63, in the amount of \$17,388; (General Fund Impact) as approved in (FY 24/25) recommended budget (20670/524515); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B. **SHERIFF'S OFFICE** - Todd Johns

- 1) Inmate Welfare Fund (IWF) Annual Report Summary pursuant to Penal Code Section 4025
- 2) Authorize the auditor to pay invoice #24-1070 from JBT Marine without a contract in the amount of \$5,405.77 from 70350-520900 for unanticipated labor and expenses related to patrol boat repair.

C. **INFORMATION TECHNOLOGY** - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Airespring, Inc. for the purchase of phone connectivity and voice/cloud services; effective 11/05/2024 for a three-year period; not to exceed \$72,000; (General Fund Impact) as approved in adopted FY24/25 budget (2022052/520203); approved as to form by County Counsel.

D. **BEHAVIORAL HEALTH** - Sharon Sousa

- 1) Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services; effective July 1, 2024 not to exceed \$550,000.00 per consecutive twelve-month period beginning with the commencement of the term. (No General Fund Impact) combination of state and federal funds; This contract is not approved as to form by County Counsel; discussion and possible action
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum and Tenens, LLC provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment, effective September 1, 2024 ; not to exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term; (No General Fund Impact) state and federal funds; not approved as to form by County Counsel; discussion and possible action

E. **FACILITIES SERVICES** - Nick Collin

- 1) Consider the request to appropriate up to \$24,763 from the General Fund Contingency (2098052 / 528400) for emergency replacement of two HVAC units for the Human Resources building; discussion and possible action. **Four/Fifths roll call vote**

F. **TREASURER-TAX COLLECTOR** - Julie White

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Treasurer-Tax Collector and Smart Easy Pay, Inc. dba Easy Smart Pay (ESP); ESP is a bill pay service focused on providing services that ensure timely payments for property taxes; effective November 1, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

4. **COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

A. County Administrative Officer's Report

5. **BOARD OF SUPERVISORS**

- A. Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at public@plumascounty.com; discussion and possible staff direction.
- B. **CONTINUED FROM OCTOBER 15, 2024**, Adopt **RESOLUTION** Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- C. Adopt **RESOLUTION** to honor individuals who have served in the Armed Forces; Operation Green Light - November 5th through November 11, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**
- D. **CONTINUED FROM OCTOBER 15, 2024**; Fund request by the Indian Valley Community Services District (IVCSD) for the Indian Valley Public Safety Center Project; discussion and possible action; **Four/Fifths Roll Call Vote**
- E. **CONTINUED FROM OCTOBER 15, 2024**; Funding request from the Indian Valley Community Services District (IVCSD) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote**
- F. Approve Board Chair to sign Letters of Opposition to Senators Padilla, Butler, and Representative Kiley regarding H.R. 3372 ("pilot project" would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on any interstate, H.R. 2948 (would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit), and H.R. 7496 (which was introduced this month, would empower governors with new power to raise weights on interstate highways); discussion and possible action.
- G. Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.
- H. 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 December 10, 2024; discussion and possible action.
- I. There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action.

J. **APPOINTMENTS**

- 1) Appoint Laura Atkins as Social Services Director, effective November 5, 2024, and authorize Chair to sign the employment agreement; discussion and possible action.

K. **CORRESPONDENCE**

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

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director (Board Only)
- B. Personnel: Public Employee Performance Evaluation - County Administration Officer (Board Only)
- C. Personnel: Public Employee Performance Evaluation - Clerk of the Board (Board Only)

- 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. Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to Subdivision (d)(3) of Government Code Section 54956.9 (1 case).
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (3 cases)
- G. Personnel: Public Employee Performance, employment, evaluation, discipline, or dismissal under Government Code Section 54957 (b)(1)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

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



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

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: November 5, 2024

SUBJECT: **PRESENTATION:** Receive a presentation from James Cox, Business Service Manager Alliance for Workforce Development.

Recommendation:

PRESENTATION: Receive a presentation from James Cox, Business Service Manager Alliance for Workforce Development.

Background and Discussion:

PRESENTATION: Receive a presentation from James Cox, Business Service Manager Alliance for Workforce Development.

Action:

PRESENTATION: Receive a presentation from James Cox, Business Service Manager Alliance for Workforce Development.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. PLUMAS BOS 2023-2024 AFWD Presentation
2. Plumas BOS Presentation Handout - AFWD



Alliance For
Workforce Development, Inc.
Providing pathways to success

PLUMAS COUNTY BOARD OF SUPERVISORS

AFWD PROGRAM YEAR 2023-2024

Our mission To Provide Workforce Development And Human Resource Services; Dedicated To Enhancing The Quality Of Life Throughout Our Communities, By Assisting Businesses, Organizations And Job Seekers With Their Pathways To Success.

Our goal Is To Provide Businesses And Individuals a Common Point Of Access For Employment, Recruiting, Training, Consultation, And Other Workforce Services And Resources.

Our focus Is Federal And State Workforce Innovation & Opportunity Act (WIOA) Programs Available To Adults, Dislocated Workers, & Youth.

We are The Service Provider Under The Northern Rural Training and Employment Consortium (Nortec) Workforce Development Board.



LOCATIONS



- **Quincy**

- 76 CRESCENT STREET, QUINCY, CA 95971
 - Inside the Resource Center



SERVICES OFFERED

- **Business Services**

- Recruitment Assistance – Postings, Job Description Development, Candidate search/pre-screen, Hiring Events, Pre-Employment Testing.
- HR Consultation Services – Onboarding packets, IIPP development, required publications, Labor Law, etc.
- Development & Growth – Referrals to partner organizations to address any business need, Employer Workshops & Trainings.
- Subsidized Training Opportunities – OJT, WEX, TJC, Apprenticeships.

- **Job Seeker Services**

- Job Search Assistance – Preparation, Resume/Cover Letters, Computer Lab, Workshops, Referrals, Assessments, Basic Skills Assistance, Unemployment Assistance, Priority for Low Income and Veterans, Career Pathway Approach.
- Supportive Services Assistance – Work Attire, Interview Attire, Tools, Utilities, Car Repairs, Housing, & other costs.
- Classroom Training Assistance – CTE, ROP, Community College degrees/certifications, Occupational Skills Training
- Work-Based Learning Assistance – OJT, WEX, TJC, Apprenticeships



EMPLOYMENT NUMBERS

QUARTER 1 2023

JULY

PLUMAS COUNTY:	5.5%
CALIFORNIA:	4.8%
UNITED STATES:	3.5%

AUGUST

PLUMAS COUNTY:	5.7%
CALIFORNIA:	5.1%
UNITED STATES:	3.8%

SEPTEMBER

PLUMAS COUNTY:	5.4%
CALIFORNIA:	4.9%
UNITED STATES:	3.8%

QUARTER 4 2024

APRIL

PLUMAS COUNTY:	9.1%
CALIFORNIA:	4.8%
UNITED STATES:	3.9%

MAY

PLUMAS COUNTY:	5.7%
CALIFORNIA:	4.5%
UNITED STATES:	4.0%

JUNE

PLUMAS COUNTY:	5.7%
CALIFORNIA:	5.3%
UNITED STATES:	4.1%



SPECIAL PROJECTS

PROGRAM YEAR 2023-2024

NATIONAL DISLOCATED WORKER GRANTS (NDWG)

Through this funding AFWD is able to provide employment assistance to individuals through the Temporary Job Creation (TJC) Program to support disaster clean up and recovery covering wages for local non-profit and government entities.

NDWG WAGES DISTRIBUTED TO DATE IN PLUMAS COUNTY: \$466,984

NUMBER OF NDWG CLIENTS SERVED IN 23-24 IN PLUMAS COUNTY: 88



WIOA SERVICES

2023-2024 BY THE NUMBERS

PLUMAS COUNTY CLIENTS SERVED: 749

JOB SEARCH • RESUME ASSISTANCE • SKILLS TESTING • CLASSROOM TRAINING • ON-THE-JOB TRAINING (OJT) • WORK EXPERIENCE (WEX)

NUMBER OF WORKSHOPS OFFERED: 48

UNIQUE PLUMAS COUNTY BUSINESSES SERVED: 33

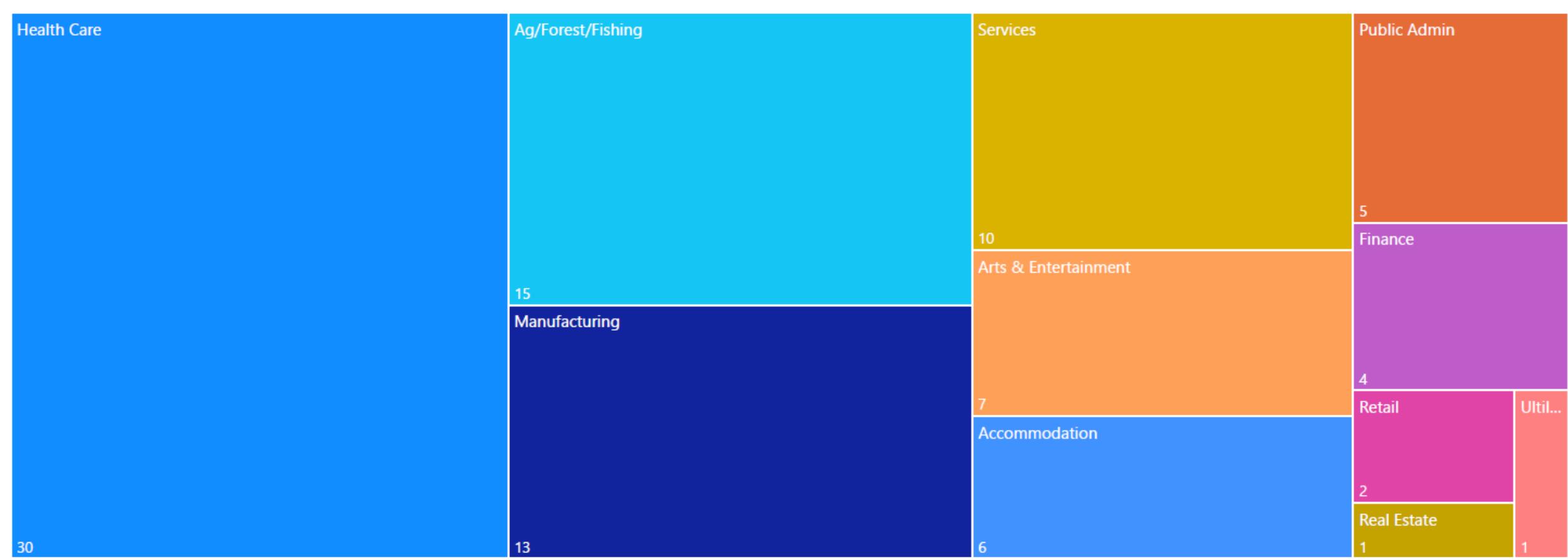
RECRUITING • JOB FAIRS • LABOR MARKET DATA • HR CONSULTATION • ACCESS TO UNTAPPED LABOR POOLS • OJT

TOTAL NUMBER OF SERVICES PROVIDED TO BUSINESSES: 161

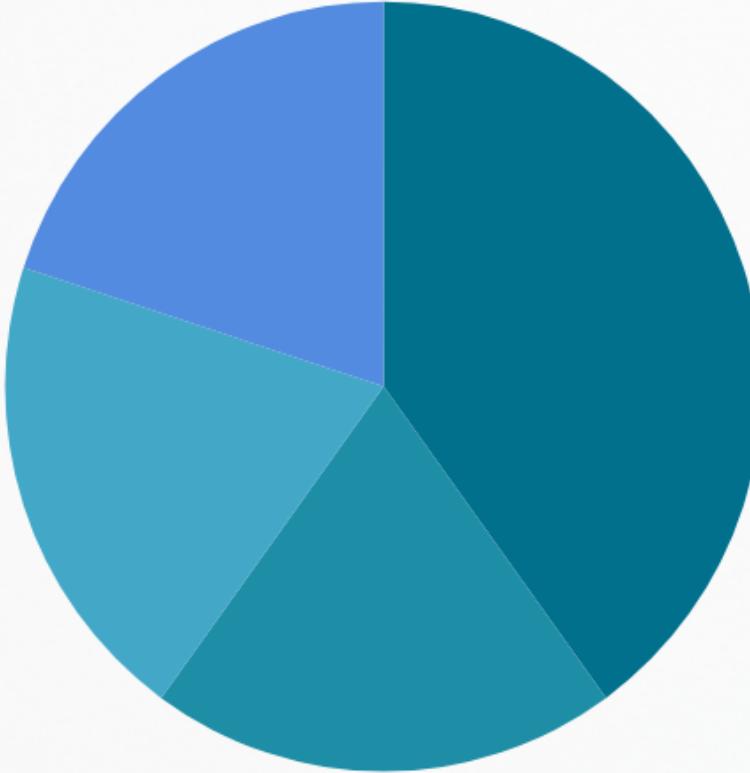
WIOA FUNDING SPENT IN PLUMAS COUNTY ON PARTICIPANTS: \$345,228

INCLUDES ON-THE-JOB TRAININGS, CLASSROOM TRAININGS AND WORK EXPERIENCE





Occupational Trainings



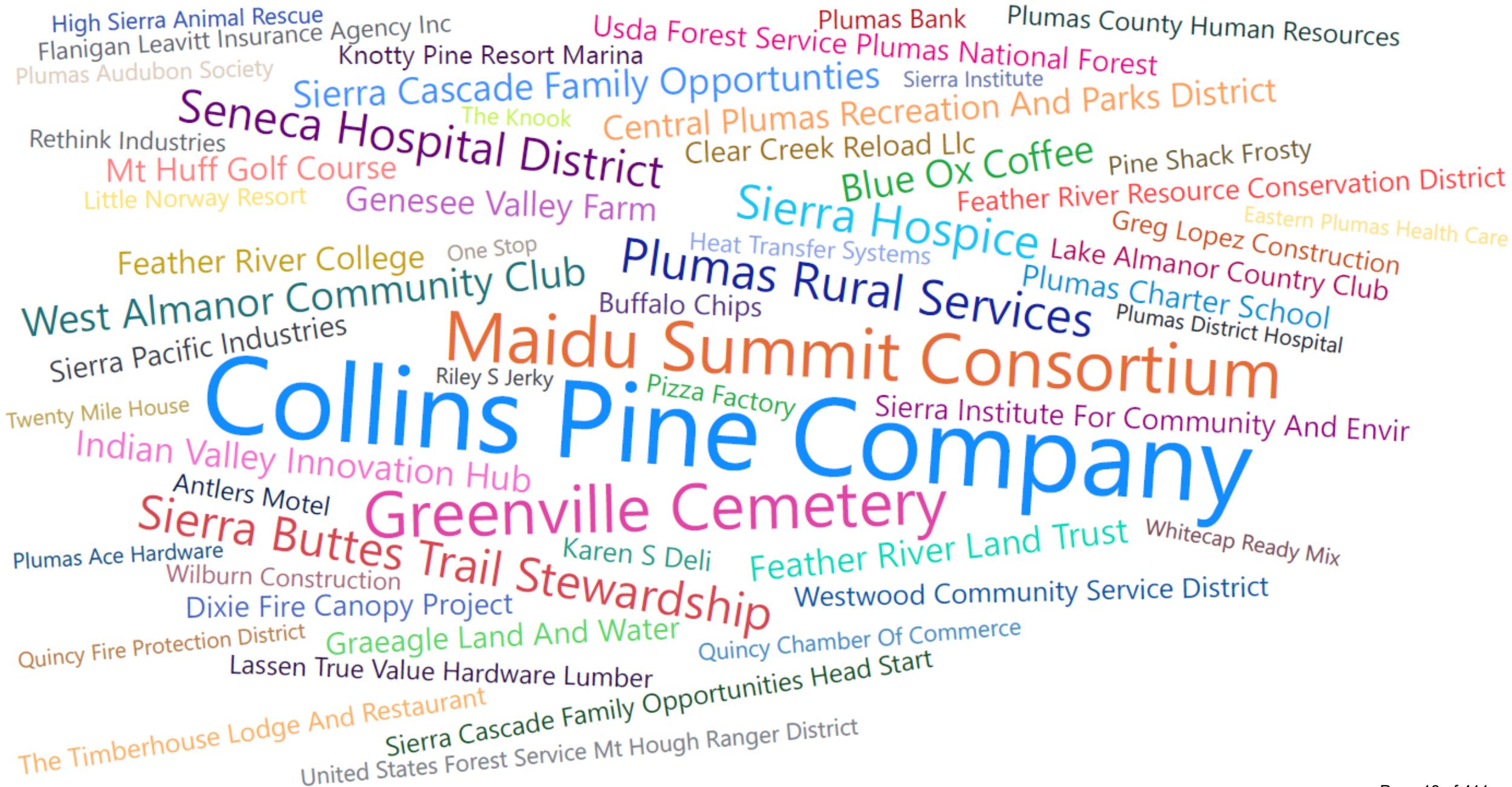
REGISTERED NURSING: LVN TO ADN

REGISTERED NURSING

TRACTOR TRAILER OPERATOR PROGRAM

TRUCK DRIVER TRAINING

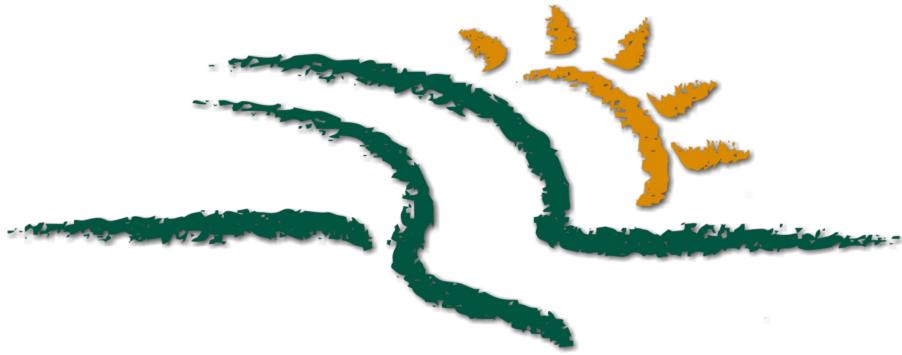




IN THE COMMUNITY

PROGRAM YEAR 2023-2024





**Alliance For
Workforce Development, Inc.**
Providing pathways to success

Plumas County

OPERATIONS & PROGRAM HIGHLIGHTS 2023 - 2024

James W. Cox

BUSINESS SERVICES MANAGER

JWCOX@NCEN.ORG

530-616-1323

Purpose

We are pleased to update the Board on the Program Year 2023-2024 activities at the Alliance for Workforce Development (AFWD) Plumas County One-Stop in Quincy. AFWD is Plumas County's America's Job Center of California (AJCC) provider.

Our mission is to provide businesses and workers a common point of access for employment, recruiting, training, consultation, and other workforce services. AFWD provides federal and state Workforce Innovation & Opportunity Act (WIOA) programs to Adults, Youth, Dislocated Workers, and Veterans. Our WIOA services also provide crucial recruiting, upskilling and workforce investment resources to Plumas County businesses.

Overview

AFWD is one of three service providers for the Northern Rural Training & Employment Consortium (NoRTEC). We provide workforce development programs and services in six of NoRTEC's eleven counties: Butte, Lassen, Modoc, Nevada, Plumas and Sierra.

As an America's Job Center of California (AJCC) One-Stop, we maintain a "business first" philosophy, as embraced by NoRTEC and WIOA legislation. This means we emphasize business outreach and employers are at the forefront of our service delivery model.

The One-Stop model provides businesses and job seekers a single access point; ensuring that employers find the most qualified candidates, and workers obtain sustainable, long term employment. All of our efforts are tied to enhancing workforce development, promoting economic vitality, and fostering a stable and prosperous business community in Plumas County.

We would like to thank Supervisor McGowan for his dedication to Plumas county and for serving on the NoRTEC Governing Board.



A proud partner of America's Job Center of CaliforniaSM network.

America's Job Center
of CaliforniaSM



Employment Numbers

QUARTER 1 2023

JULY

PLUMAS: 5.5%

CALIFORNIA: 4.8%

UNITED STATES: 3.5%

AUGUST

PLUMAS: 5.7%

CALIFORNIA: 5.1%

UNITED STATES: 3.8%

SEPTEMBER

PLUMAS: 5.4%

CALIFORNIA: 4.9%

UNITED STATES: 3.8%

QUARTER 4 2024

APRIL

PLUMAS: 9.1%

CALIFORNIA: 4.8%

UNITED STATES: 3.9%

MAY

PLUMAS: 5.7%

CALIFORNIA: 4.5%

UNITED STATES: 4.0%

JUNE

PLUMAS: 5.7%

CALIFORNIA: 5.3%

UNITED STATES: 4.1%



Program Highlights

AFWD provides services in Plumas County for Adult & Dislocated Workers, Young Adults, and Businesses. We also have additional services for the Dixie Fire Disaster as well. Our broad range of employment services are tailored to individuals from all skill levels and backgrounds, from entry-level to skilled technical and management. This diversity provides Plumas County employers with a labor pool for all of their hiring needs.

ADULT & DISLOCATED WORKER PROGRAMS

AFWD Career Center Advisors (CCA's) support individuals through skill assessments and career exploration. We assist Adults in need of classroom training to obtain sustainable employment by supporting them in vocational programs that will lead to local jobs in their career path. In Program Year 2023-2024 AFWD Adult and Dislocated Workers in Plumas County received training assistance funds which included fees & tuition, assistance with materials for classes, and On-The-Job Trainings (OJT's).

YOUTH PROGRAMS

AFWD Youth Career Center Advisors (CCA's) serve individuals ages 17-24 years old who have barriers to employment. Youth clients are provided with individualized training and employment plans and assistance with a variety of workplace readiness factors. Our Youth Program helps clients obtain high school diplomas and GED's, navigate exit from foster care and youth detention, and obtain real world skills such as household budgeting and job market exploration. In Program Year 2023-2024 AFWD assisted 7 Youth Clients in career readiness, job placement, On-The-Job Training, and supportive services in Plumas County.

BUSINESS SERVICES

AFWD Business Service Representatives (BSR) maintain constant contact with the Plumas County business community to keep them up to date of hiring needs, employment trends, and economic conditions. BSR's also work closely with our partners in the government, nonprofit, and advocacy sectors (local Chambers and Professional Groups) in order to develop contacts and find ways to align services. In Program Year 2023-2024, Plumas County Business Services Staff engaged 33 individual businesses. Business Service Representatives provided 161 unique services to Plumas County employers.



WIOA Services

2023 - 2024 BY THE NUMBERS

NATIONAL DISLOCATED WORKER GRANTS (NDWG) + ADDITIONAL ASSISTANCE

Through this funding Alliance for Workforce Development is able to provide employment assistance to individuals through the Temporary Job Creation (TJC) Program to support disaster clean up and recovery covering wages for local non-profit and government entities.

NDWG WAGES DISTRIBUTED TO DATE:

\$466,984

(not including healthcare, workers' comp insurance or taxes)

NUMBER OF DIXIE FIRE CLIENTS SERVED TO DATE: 88



WIOA Services

2023 - 2024 BY THE NUMBERS

PLUMAS COUNTY CLIENTS SERVED

1,023

Classroom Training • Resume Assistance • Skills Testing
Job Search • On-The-Job Training (OJT) • Work Experience (WEX)

NUMBER OF WORKSHOPS OFFERED

48

UNIQUE PLUMAS COUNTY BUSINESSES SERVED

64

Recruiting • Job Fairs • Labor Market Data • HR Consultation
Access to Untapped Labor Pools • On-The-Job Training (OJT)

TOTAL NUMBER OF SERVICES PROVIDED TO BUSINESSES

526

WIOA FUNDING SPENT IN PLUMAS COUNTY ON PARTICIPANTS

\$345,288

Includes On-The-Job Trainings, Classroom Trainings, Temporary Jobs, and Work Experience

From July 1, 2022 to June 30, 2023, AFWD served 1,023 customers in our One Stop Office. We supported 64 unique businesses with recruiting, retention, training, HR support, labor market data & analysis, strategic planning for sector growth, & many other services. We spent \$345,288 in WIOA Funds in Plumas County on participants. This vital funding allows Plumas County Employers to utilize the local labor pool by providing support to train & upskill local job seekers.

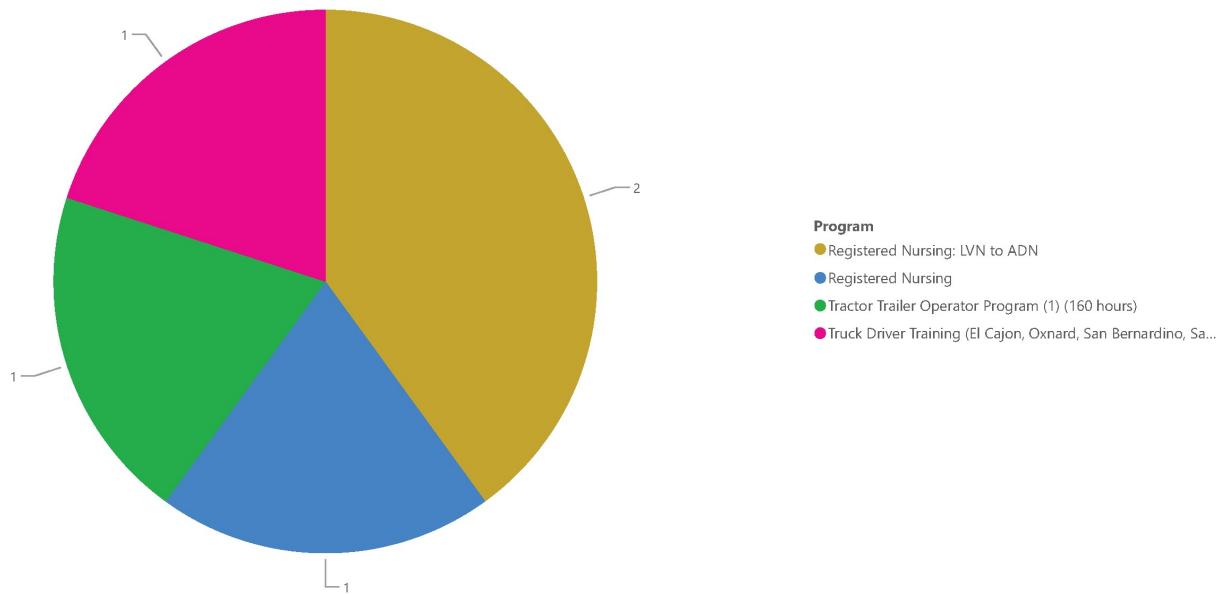


Business & Workforce



Industry Sectors of Businesses Served in Plumas

Plumas Occupational Training 23-24



Business & Workforce

Business AFWD served in Plumas County 2023-2024

Usda Forest Service Plumas National Forest Knotty Pine Resort Marina
Plumas Bank Clear Creek Reload Llc Central Plumas Recreation And Parks District
Sierra Cascade Family Opportunities The Knook
Seneca Hospital District Feather River College Sierra Pacific Industries
One Stop Pine Shack Frosty
Mt Huff Golf Course Sierra Hospice Lake Almanor Country Club
Genesee Valley Farm Heat Transfer Systems
Pizza Factory Plumas Charter School Plumas Charter School
Buffalo Chips Whitecap Ready Mix
Indian Valley Innovation Hub Antlers Motel
Maidu Summit Consortium
Dixie Fire Canopy Project Blue Ox Coffee Wilburn Construction
Riley S Jerky Greg Lopez Construction
Collins Pine Company Greenville Cemetery
Sierra Buttes Trail Stewardship Westwood Community Service District
Sierra Institute Karen S Deli Little Norway Resort
Feather River Land Trust Plumas District Hospital
West Almanor Community Club High Sierra Animal Rescue
Graeagle Land And Water Quincy Chamber Of Commerce
Sierra Institute For Community And Envir Rethink Industries
Feather River Resource Conservation District
Lassen True Value Hardware Lumber Eastern Plumas Health Care
Plumas County Human Resources Twenty Mile House
Plumas Audubon Society Sierra Cascade Family Opportunities Head Start
The Timberhouse Lodge And Restaurant Quincy Fire Protection District
Flanigan Leavitt Insurance Agency Inc
Plumas Ace Hardware



In The Community



Looking Ahead

As Plumas County's America's Job Center of California, AFWD's mission is to enhance economic vitality by creating a skilled, job-ready workforce, and a stable, prosperous business community throughout Plumas County. We appreciate our partners in the education, public, and private sectors who help make our mission possible.

Although we are seeing more people return to the workplace, Plumas County residents and businesses continue to navigate the residual effects of the pandemic and the Dixie Fire recovery. As new challenges arise, we continue to develop solutions to the issues and pivot with the still-changing health and safety recommendation. We continue to expand and refine our online capabilities with tools like:

- Virtual Workshops and Webinars
- Effective online recruitment through CalJOBS and NorthstateJobs.com/AFWD
- Social Media engagement with the community on Facebook, LinkedIn, and Instagram
- Live assistance for job seekers and businesses on our website chat feature at afwd.org

We continue to advocate on behalf of Plumas County, in order to provide ongoing OJT Training assistance for employers, vocational and classroom upskilling for individuals, and Temporary Job Creation services designed to mitigate the effects of economic disruption, while charging the local economy with wages.

We are excited to announce three new grant programs, COYA Planning, Accelerator, and HIRE, which are all designed to provide tangible resources and career support to underserved populations, as well as added benefits to businesses in the communities we serve. More to come on these exciting opportunities.

We thank the Board for providing us the opportunity to present today and thank Plumas County for continuing to partner with us in creating pathways to success.

For more information on AFWD activities please visit afwd.org and click "News". Here you will find highlights of our work throughout the community.

If you have any questions, please contact us.

James Cox
BUSINESS SERVICES MANAGER
JWCOX@NCEN.ORG
530-616-1323





**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign and ratify Multi-Year Addendum to the Master Service Agreement between Plumas County Sheriff's Office and Lenslock, Inc. adding additional equipment at the cost of \$11,605.13; (General Fund Impact) (additional impacts to the GF); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign and ratify amendment dated September 4, 2024, to agreement between Plumas County Sheriff's Office and Lenslock to add additional equipment under contract; (General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Amendment to agreement between Plumas County Sheriff's Office and Lenslock to add additional equipment within contract, including 1 Interrogation Room Package.

Action:

Approve and authorize Chair to sign and ratify amendment dated September 4, 2024, to agreement between Plumas County Sheriff's Office and Lenslock to add additional equipment under contract; (General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact); approved as to form by County Counsel.

Attachments:

1. Lenslock Addendum
2. Lenslock Fully Executed



LensLock
East Coast Corporate Offices
3550 Buschwood Park Drive
Suite 180
Tampa, FL 33618
T. 866-LENSLOCK
www.lenslock.com

MULTI-YEAR ADDENDUM TO THE MASTER SERVICE AGREEMENT WITH LENSLOCK, INC., DATED SEPTEMBER 4, 2024

This ADDENDUM dated the 4th of September 2024, to the Master Service Agreement between LensLock Inc. (Vendor) and Plumas County Sheriff's Office (Client) serves to provide additional product/services under the same terms as the original Agreement dated July 5, 2022.

The adjustment to the remaining contract term period as listed below will be provided to the Client upon the execution of this Addendum and will be invoiced on an annual basis at the rate listed below to align with the existing payment terms of the original Agreement. See below for the schedule of future invoices for the term period amendment by way of this agreement.

Additional Equipment:

1 Interrogation Room Package

Summary of New Contract Amount

Term	Amount
9/23/2024 – 7/4/2025	\$3,250.35
7/5/2025 – 7/4/2026	\$4,177.39
7/5/2026 – 7/4/2027	\$4,177.39
Grand Total	\$11,605.13

By signing this agreement both parties agree to the addition of the products and services listed above to the original Master Service Agreement and agree that these items shall be considered valid as part of the original contract.

Signature page to follow.



WE SERVE HEROES EVERY DAY.™



LENSLOCK

LensLock
East Coast Corporate Offices
3550 Buschwood Park Drive
Suite 180
Tampa, FL 33618
T. 866-LENSLOCK
www.lenslock.com

CLIENT: Plumas County Sheriff's Office:

Greg Hagwood, Chair Board of Supervisors

(Date)

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

ATTEST:

Allen Hiskey Clerk of the Board

LENSLOCK, INC.:

(Andrew Lynch – Executive Vice President of Sales)

(Date)



WE SERVE HEROES EVERY DAY.™



LENSLOCK

Plumas County Sheriff's Office - CA

LensLock Regional Sales Manager

Sean O'Grady

949-690-6552

SOG@LensLock.com

13125 Danielson St. Suite 112
Poway, CA 92064
U.S.A.



LensLock Inc.
 "Securing Trust. One incident at a Time."
 13125 Damelson St. Suite 112
 Poway, CA 92064 U.S.A.
 Toll Free: 888.538.0589
www.LensLock.com

Issued: June 1st, 2022

→ Proposal Valid for 30 days

Proposal Number: #22-531

Services: Body Worn Camera Svc
 Payment Terms: KS State Bank
 Length of Service: 60 Months
 Start Date: **July 5th, 2022**

ATTENTION:
 Sheriff Todd Johns
Plumas County Sheriff's Office
 1400 E Main Street
 Quincy, CA 95971
 Customer ID #22-531

SHIP TO:
 Undersheriff Chad Hermann

SALES REPRESENTATIVE
 Sean O'Grady
 Regional Manager
 Phone: 949-690-6552
 Email: SOG@LensLock.com

1 Year Total

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
30	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$999.00	\$29,970.00
5	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$999.00	INCLUDED
1	CAD Integration	\$28,000.00	INCLUDED
UNLIMITED	LensLock Pro Grade Outsourced Redaction - Per Incident	\$495.00	INCLUDED
1	On-Site Implementation & Training Fee - One-Time Fee	\$1,895.00	INCLUDED
1	Shipping & Handling Fees - One-Time Fee	\$1,295.00	INCLUDED
1	Software & Database Maintenance Fee - Annual Fee	\$495.00	INCLUDED
		SUBTOTAL	\$29,970.00
		SALES TAX (7.25%)	\$2,172.82
		Y1 TOTAL	\$32,142.82

Thank you SINCERELY for your business!

<https://www.lenslock.com/terms-of-use>

PAYMENT

Year 1	\$32,142.82
Year 2	\$32,142.82
Year 3	\$32,142.82
Year 4	\$32,142.82
Year 5	\$32,142.82
5 Year Total	\$160,714.10

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Please sign in blue ink and print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (858) 231-4061.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. All original signatures are required for funding.
 - ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Notice of Assignment**
 - ◆ Sign and print name and title.
5. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
6. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
7. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. Insurance certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Signed and completed Credit Application

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by September 30, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

LensLock Inc.

13125 Danielson Street, Suite 112
Poway, California 92064

GOVERNMENT OBLIGATION CONTRACT

Obligor

County of Plumas, California
 520 East Main Street, Room 309
 Quincy, California 95971

Obligee

LensLock Inc.
 13125 Danielson Street, Suite 112
 Poway, California 92064

Dated as of July 5, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "Issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that money can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

(n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.

(o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due.

Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent law existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the

Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, not to exceed \$500.00, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

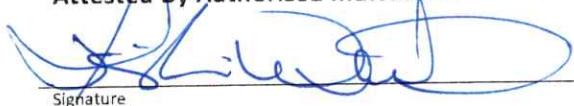
County of Plumas, California



Signature
Kevin Goss, Chair, Board of Supervisors
Printed Name and Title

County of Plumas, California

Attested By Authorized Individual:



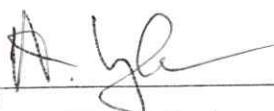
Signature
Heidi White, Clerk of the Board
Printed Name and Title

Approved as to form:



Signature
Joshua Brechtel
Deputy County Counsel I

LensLock Inc.



Signature
ANDREW LYNCH EVP
Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of July 5, 2022, between LensLock Inc. (Obligee) and County of Plumas, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Thirty Five (35) Gen 12 Body Worn Cameras

Physical Address of Equipment after Delivery : 1400 E. Main Street, Quincy, CA 95971

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of July 5, 2022, between LensLock Inc. (Obligee) and County of Plumas, California (Obligor)

Date of First Payment:	October 5, 2022
Original Balance:	\$160,714.10
Total Number of Payments:	Twenty (20)
Number of Payments Per Year:	Four (4)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	5-Oct-22	\$8,035.71	\$0.00	\$8,035.71	\$139,795.67
2	5-Jan-23	\$8,035.71	\$0.00	\$8,035.71	\$133,014.63
3	5-Apr-23	\$8,035.71	\$0.00	\$8,035.71	\$126,172.73
4	5-Jul-23	\$8,035.71	\$0.00	\$8,035.71	\$119,269.42
5	5-Oct-23	\$8,035.71	\$0.00	\$8,035.71	\$112,304.15
6	5-Jan-24	\$8,035.71	\$0.00	\$8,035.71	\$105,276.37
7	5-Apr-24	\$8,035.71	\$0.00	\$8,035.71	\$98,185.52
8	5-Jul-24	\$8,035.71	\$0.00	\$8,035.71	\$91,031.03
9	5-Oct-24	\$8,035.71	\$0.00	\$8,035.71	\$83,812.32
10	5-Jan-25	\$8,035.71	\$0.00	\$8,035.71	\$76,528.83
11	5-Apr-25	\$8,035.71	\$0.00	\$8,035.71	\$69,179.97
12	5-Jul-25	\$8,035.71	\$0.00	\$8,035.71	\$61,765.15
13	5-Oct-25	\$8,035.71	\$0.00	\$8,035.71	\$54,283.78
14	5-Jan-26	\$8,035.71	\$0.00	\$8,035.71	\$46,735.27
15	5-Apr-26	\$8,035.71	\$0.00	\$8,035.71	\$39,119.01
16	5-Jul-26	\$8,035.71	\$0.00	\$8,035.71	\$31,434.39
17	5-Oct-26	\$8,035.71	\$0.00	\$8,035.71	\$23,680.80
18	5-Jan-27	\$8,035.71	\$0.00	\$8,035.71	\$15,857.63
19	5-Apr-27	\$8,035.71	\$0.00	\$8,035.71	\$7,964.24
20	5-Jul-27	\$8,035.71	\$0.00	\$8,035.71	\$0.00

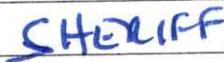
By signing below, Obligor acknowledges that its obligation to make the Contract Payments set forth in Exhibit B to the Contract includes repayment of the principal amount of \$160,714.10, together with interest at 0.000%.

Furthermore, the amount financed by Obligor is \$143,595.15 and such amount is the issue price of this Contract for federal income tax purposes. The difference between the principal amount of this Contract and the issue price is original issue discount, as defined in section 1288 of the Internal Revenue Code of 1986, as amended. The yield of this Contract for federal income tax purposes is 4.390%. Such issue price and yield will be stated in the applicable Form 8038-G.

County of Plumas, California



Signature
TODD JOHNS
Printed Name and Title


SHERIFF

* Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

NOTICE OF ASSIGNMENT

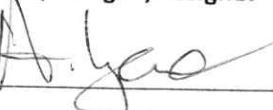
JULY 5, 2022

LensLock Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and County of Plumas, California, dated as of July 5, 2022.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

LensLock Inc., Obligee/Assignor


Signature ANDREW LYNCH EV
Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

County of Plumas, California (Obligor) as party to a Government Obligation Contract dated as of July 5, 2022 between Obligor and LensLock Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated July 5, 2022 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

County of Plumas, California


Signature TODD JOHNS SHERIFF
Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

County of Plumas, California
520 East Main Street, Room 309
Quincy, California 95971

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Thirty Five (35) Gen 12 Body Worn Cameras
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$50,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$143,595.15.

4. Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: ajl@lenslock.com

Please complete the information below and return this form along with the Contract.

County of Plumas, California

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____



Credit Application

Return completed application with required financial information.

Legal Name of Obligor: Plumas County Sheriff's Office, CA		Fed. Tax ID #: 946-000528	
Address: 1400 E Main St, Quincy, CA 95971			
City: Quincey	County: Plumas	State: CA	Zip: 95971
Contact Person: Chad Hermann		Title: Undersheriff	
Phone: (530) 283-6361		Fax: ()	
Email Address: chermann@pcso.net			
Alternative Contact Person:	Title:		
Phone:	Fax: ()		
Email Address:			
Date municipal entity was established:		Does the obligor self-insure for property & liability insurance?	
Total Cost of Equipment/Project: \$		Term (years):	
Delivery Date:		Payment Amount: \$	
Payments:		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	
How will the contract payments be made? <input type="checkbox"/> P-Card *Add'l Fees Will Apply* <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Other (specify)			
What fund will the remaining contract payments be made from? <input type="checkbox"/> General <input type="checkbox"/> Special (specify)			
Equipment Description:			
Replacement Equipment:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Age of current equipment:
If not a replacement, why is the equipment needed?			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Financial Information Required

- Two (2) most recently completed audits
- For any unaudited fiscal year provide comprehensive financial statements to include a Balance Sheet with Debt Service Commitments and an Income Statement in place of the audits

Completed By (signature):

Printed Name and Title: SHERIFF TODD JOHNSON Date: 8/29/22

- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name County of Plumas, California	2 Issuer's employer identification number (EIN) 94-6000528	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 520 East Main Street, Room 309	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Quincy, California 95971		7 Date of issue 07/05/2022
8 Name of issue Government Obligation Contract	9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mr. Chad Hermann, Undersheriff		10b Telephone number of officer or other employee shown on 10a (530) 283-6361

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	143,595	15
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/05/2027	\$ 143,595.15	\$ N/A	5,000 years	4.390 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	► years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	► years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

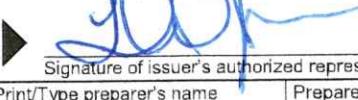
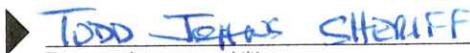
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► <input checked="" type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box ► <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ► <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement. ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	► 	8/29/22	► 	
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name H. Evan Howe	Preparer's signature  H. Evan Howe 2022.07.12 13:33:12-05'00'	Date 07/07/2022	Check <input type="checkbox"/> if self-employed P01438994
	Firm's Name ► Baystone Financial LLC	Firm's EIN ► 48-1223987		
	Firm's Address ► 10601 Mission Road, Suite 200, Leawood, KS 66206	Phone no. (800) 752-3562		

Form 8038-G (Rev. 9-2011)



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Durkin Construction, Inc. for snow removal at the County's Chester facilities; effective November 1, 2024; not to exceed \$12,000.00; this contract is as needed as approved in FY2425 recommended budget 2012052 521300, 2079052 521300, 2084052 521300; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Durkin Construction, Inc. for snow removal at the County's Chester facilities.

Background and Discussion:

Durkin Construction, Inc. has agreed to provide snow removal services for the following county facilities in Chester: Chester Court Complex, Chester Library, Chester Memorial Hall, and the Almanor Rec Center.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Durkin Construction, Inc. for snow removal at the County's Chester facilities.

Fiscal Impact:

This is an 'as-needed' contract and will only affect the General Fund when services are provided.

Attachments:

1. Durkin Construction, Inc.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Facility Services** (hereinafter referred to as “County”), and **Durkin Construction, Inc.**, a California corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twelve Thousand dollars** (\$12,000).
3. **Term.** The term of this agreement shall be from **November 1, 2024**, through **October 31, 2025**, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Durkin Construction, Inc. from November 1, 2024, to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

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

Contractor:

Durkin Construction, Inc.
PO Box 1940
Chester CA 96020
Attention: Chris Durkin, CEO/CFO

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

CONTRACTOR:

Durkin Construction, Inc., a CA corporation

By: _____
Name: Christopher Durkin
Title: CEO / CFO
Date signed:

COUNTY:

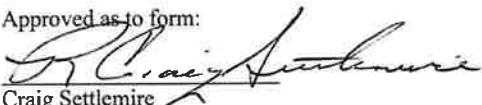
County of Plumas, a political subdivision of
the State of California

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

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel

_____ COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide equipment and operator for snow removal from the parking lots at the following sites when the snow reaches a depth of 4 inches:

Chester Memorial Hall
Chester Library and Court Complex
Almanor Rec Center

2. Snow shall be removed as needed at the Chester Memorial Hall and Almanor Rec Center by noontime.
3. Snow shall be removed by 8:00 am as needed at the Chester Library and Chester Court Complex.
4. Snow shall be removed from the area surrounding the Plumas Transit bus parked at the Chester Court Complex by 6:00 AM Monday through Friday. Snow to be removed so as to allow the bus to exit the parking lot.

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

Loader w/operator:

- | | |
|-----------------------------|-------------|
| • Cat 950 and 966 loaders | \$150.00/hr |
| • Backhoe with front bucket | \$130.00/hr |

Services provided shall be billed monthly

Payments are due net 30

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Concentric Concrete Inc for ADA Ramp Repairs at HR; effective November 5th 2024; not to exceed \$18,423.75; (General Fund Impact) as approved in recommended (FY24/25) budget (2012054/540110); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Concentric Concrete Inc for ADA Ramp Repairs at HR

Background and Discussion:

This contract is to repair the heaved and broken concrete on the ADA ramp at Plumas County HR Bldg

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Concentric Concrete Inc for ADA Ramp Repairs at HR

Fiscal Impact:

General Fund Impact as approved in recommended (FY24/25) budget 2012054 / 540110

Attachments:

1. 3994 FINAL (2)

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports** department (hereinafter referred to as "County"), and **Concentric Concrete Inc.** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibits A and B attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Eighteen Thousand Four Hundred Twenty-Three Dollars and 75/100 Cents (\$18,423.75)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **May 30th, 2025**, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
 - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C-8 Concrete Contractor**, issued by the State of California, No. **689745**
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

County:

Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Contractor:

Concentric Concrete Inc.
P.O. Box 2871
Fairfield, Ca 94533
Attention: Christopher Chan

37. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

CONTRACTOR:

Concentric Concrete Inc.

By: _____
Name: Christopher Chan
Title: CEO/CFO
Date signed: _____

COUNTY:

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

By: _____

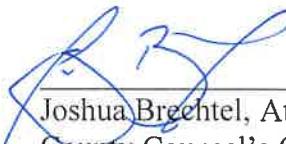
Name: Greg Hagwood
Title: Chair, Board of Supervisors

ATTEST:

By: _____

Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

This scope of work is to remove heaved and broken concrete and replace the landing so that it is flat and level and replace ramp from landing to asphalt parking area. The contractor is to properly dispose of removed materials.

Contractor is to grade and form, supply concrete and pour and finish approximately 80 sq ft of 4 in thick concrete as needed to meet current ADA specifications. The contractor is to remove and replace approximately 87 lineal ft of handrails with top, mid-rail and kickplate with round pipe material to meet ADA specifications with a primer finish. Concrete to be 4000 psi with fiber and air entrainment, finish to be light broom with tooled edges and joints.

Contractor to verify all dimensions. All work to be done in a safe and workmanlike manner to current codes and industry standards. This work is a prevailing wage project.

EXHIBIT B

The Contract Amount, **\$18,423.75** including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
2. The County shall not have any responsibility to make payments to any subcontractor or supplier.
3. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
4. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____



**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: November 5, 2024
SUBJECT: Approve the Meeting Minutes for all meetings held in October 2024, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in October 2024, as submitted.

Background and Discussion:

.

Action:

Approve the Meeting Minutes for all meetings held in October 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 10-01-2024
2. Minutes 10-08-2024
3. Minutes 10-15-2024



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 OCTOBER 1, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Allen Hiskey, Clerk of the Board led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 2.A.3 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.

Pastor George offers a short prayer.

Rick Foster read the following letter to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18492>

Kira King-Wattenberg comments regarding the HUD housing grants.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile - County Clerk Recorder/Registrar of Voters comments on ballots for the upcoming November 7th election are in the mail next week, postage back to the office. Every voter follows the instructions on the envelope.

Chad Hermann - Undersheriff comments regarding the recent inmate escape from the jail, states there is an internal investigation.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

Patrick Joseph updates the Board on some scheduling updates. Recover CA program will be in Quincy on Oct. 11 from 10am-2pm at 711 East Main Street (Plumas Rural Services). This program is through HUD and is being administered in CA and in Plumas Co. Up to \$500,000 for reconstruction and \$50,000 for home retrofits and hardening.

11am-1pm on October 26 at 117 Grand St in Greenville there will be a research presentation.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble read the following handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18494>

C. US FOREST SERVICE

Report and update.

No Report Provided

D. MUNIS HR/PAYROLL MODULE UPDATE

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

No Report Provided

E. 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

F. 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 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. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Satscan Electronics, to provide television network electrical components and installation or repairs; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 & FY24/25 recommended budget (22911/528220); approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Fred Feil, O.D to provide Plumas County inmates with comprehensive eye exams, refractions, and prescriptions; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 and FY24/25 recommended budget (various budgets); approved as to form by County Counsel.
- 3) Approve and authorize Sheriff's Office to extend total hours of one current reserve deputy/extra help position from 1560 hours per year to 1800 hours.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aegis Treatment Centers for narcotic treatment services; effective July 1, 2023 for 3 years; not to exceed \$40,000.00 per year (No General Fund Impact) Drug Medi-Cal Funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Self Storage for the rental of storage units for safekeeping records and storing office furniture; effective July 1, 2024; not to exceed \$2,600.00; (No General Fund Impact) federal and state funding; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Joseph Schad, Doctor of Osteopathic Medicine, for medical direction for Substance Use Disorder Treatment and Medication Assisted Treatment; effective July 1, 2024; not to exceed \$40,000.00; (No General Fund Impact) Combination of State and Federal funds; approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Granite Wellness Centers for Substance Use Disorder services; effective July 1, 2024; not to exceed \$60,000.00; (No General Fund Impact) Drug Medi-Cal funding; approved as to form by County Counsel.

C. DEPARTMENT OF AGRICULTURE

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Agriculture and CDFA Pest Detection; effective July 1 2024; not to exceed \$7,308.00; approved as to form by County Counsel.

D. PUBLIC WORKS/ROAD

- 1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Supervisor position in the Chester Maintenance District effective December 28, 2024. No General Fund impact.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Tec Equipment, Inc. for repairs made to Public Works heavy equipment fleet; effective September 1, 2024; not to exceed \$30,000.00; (No General Fund Impact) Road Funds; approved as to form County Counsel.
- 3) Approve and authorize Public Works to recruit and fill (1) one extra-help Associate Engineer; (No General Fund Impact) Road Funds; and authorization in excess of 29 hours per week.

E. PROBATION

- 1) Approve and authorize a FTE Probation staff employee (#101385) to switch to a four-ten workweek schedule pursuant to section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation's Unit MOU.

3. DEPARTMENTAL MATTERS

A. FACILITIES SERVICES & AIRPORTS - Nick Collin

- 1) Approve and authorize Chair to sign a 3-year agreement between Plumas County Facility Services & Airports and Bob's Janitorial Service for custodial duties at the county's Quincy facilities; effective October 1, 2024; contract not to exceed \$719,885.22 for 3-year period; (General Fund Impact) This contract is not Approved as to Form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a 3-year agreement between Plumas County Facility Services & Airports and Bob's Janitorial Service for custodial duties at the county's Quincy facilities; effective October 1, 2024; contract not to exceed \$719,885.22 for 3-year period; (General Fund Impact) This contract is not 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.

Debra Lucero presents and comments

Supervisor McGowan comments

County Counsel comments

B. PLANNING - Tracey Ferguson

- 1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas Authorizing the Inaugural Incorporation of Plumas County including the City of Portola Into the Sierra Economic Development District for the Purpose of Inclusion and Participation in the Comprehensive Economic Development Strategy and its Economic and Community Development Initiatives; General Fund Impact; approved as to form by County Counsel; discussion and possible action.
Roll call vote

Motion: Adopt a [**RESOLUTION No. 24-8951**](#) of the Board of Supervisors of the County of Plumas Authorizing the Inaugural Incorporation of Plumas County including the City of Portola Into the Sierra Economic Development District for the Purpose of Inclusion and Participation in the Comprehensive Economic Development Strategy and its Economic and Community Development Initiatives; 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.

Tracey Ferguson presents

Chair Hagwood comments

Clint Koble comments

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided

B. Approve and authorize Chair to ratify and sign an agreement between Plumas County Administration and Pioneer Production Services, LLC DBA ViewPoint for a (1) 3-5 minute educational segment as a standalone short-form documentary; effective September 17, 2024; not to exceed \$29,300.00; 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 Administration and Pioneer Production Services, LLC DBA ViewPoint for a (1) 3-5 minute educational segment as a standalone short-form documentary; effective September 17, 2024; not to exceed \$29,300.00; General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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.

CAO Lucero presents

Chair Hagwood comments

5. BOARD OF SUPERVISORS

A. CONTINUED PUBLIC HEARING FROM SEPTEMBER 17, 2024, The Board of Supervisors will continue the public hearing on the FY 2024/2025 County Budget. Members of the public are strongly encouraged to submit their comments using email address Public@countyofplumas.com

Chair Hagwood continued the Public Hearing from September 17, 2024, with no public comments either in writing or in person, or on Zoom. Chair Hagwood closed the Public Hearing

B. CONTINUED FROM SEPTEMBER 17, 2024, Review Administrative and Budgetary Controls consistent with Government Code §29092 and §29125 for FY 24/25; discussion and possible action.

Motion: **CONTINUED FROM SEPTEMBER 17, 2024**, Review Administrative and Budgetary Controls consistent with Government Code §29092 and §29125 for FY 24/25; discussion and possible action. ,
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.

CAO Lucero presents

Auditor-Controller Martee Nieman comments

- C. **CONTINUED FROM SEPTEMBER 17, 2024;** Adopt a **RESOLUTION** adopting the Final Budget for Plumas County and the Dependent Districts therein for Fiscal Year 2024-2025, in accordance with Government Code §29092, and other budgetary administrative controls in accordance with §29092; discussion and possible action; **Roll Call Vote**

Motion: **CONTINUED FROM SEPTEMBER 17, 2024;** Adopt a **RESOLUTION No. 24-8952** adopting the Final Budget for Plumas County and the Dependent Districts therein for Fiscal Year 2024-2025, in accordance with Government Code §29092, and other budgetary administrative controls in accordance with §29092; discussion and possible action; **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.

CAO Lucero presents

Supervisor McGowan comments

Tina Harper (CLA) comments

Jane Braxton-Little comments

- D. Plumas Unified School District Resolution No. 1654 Imposing Level 1 School Development Impact Fees on Residential, Commercial, and Industrial Building Permits within the District's Boundaries, Effective November 10, 2024; discussion and possible action.

Motion: ******This item will be continued to October 8, 2024, for further discussion and possible action****** **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.

Tracey Ferguson - Planning Director presents

Chair Hagwood comments

Supervisor McGowan comments

Zoom caller Ted Stout comments

Linda Judge comments

CAO Lucero comments

- E. Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.

Motion: ******This item is to be continued to October 8, 2024, for further discussion and possible action****** **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.

Supervisor McGowan comments

- F. Authorize the Chair to sign a letter to Governor Newsom asking to declare a statewide state of emergency and take immediate emergency action to strengthen and stabilize California's marketplace for homeowners insurance and commercial property insurance; discussion and possible action; and

Adopt a **RESOLUTION** Requesting immediate emergency regulatory and legislative action to strengthen and stabilize California's marketplace for homeowners insurance and commercial property insurance; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Motion: Authorize the Chair to sign a letter to Governor Newsom asking to declare a statewide state of emergency and take immediate emergency action to strengthen and stabilize California's marketplace for homeowners insurance and commercial property insurance; discussion and possible action; and

Adopt a **RESOLUTION No. 24-8953** Requesting immediate emergency regulatory and legislative action to strengthen and stabilize California's marketplace for homeowners insurance and commercial property insurance; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **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.

G. FEATHER RIVER TOURISM MANAGEMENT DISTRICT

- 1) Follow up to the discussion on September 17, 2024. County Counsel was directed to review the contract with Airbnb and craft a letter on possible non-compliance regarding Airbnb not collecting Feather River Tourism Management District's (FRTMD) 2% assessment; discussion and possible action.

Motion: ******This item to be continued to October 8, 2024, for further discussion and possible action****. **Action:** Approve, **Moved by** None, **Seconded by** None.**

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

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

No: Supervisor - District 1 Ceresola.

H. CORRESPONDENCE

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

Reported by Supervisor Hagwood regarding matters related to County Government and including attending the LPSAA meeting on 9-02-2024.

Reported by Supervisor Goss regarding matters related to County Government and included meeting with Forest Supervisor Rick, attending the Special LAFCo meeting on 9-30-2024, was in Washington DC supporting a bill in the legislature. RCRC, and the Middle Mile meetings.

Reported by Supervisor Engel regarding matters related to County Government and included PG&E water release, and correspondence regarding Eastern Plumas Recreation District.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. **Time Certain: 1:00 PM** Personnel: Public employee appointment or employment - County Counsel
- B. Personnel: Public Employee Performance Evaluation - Chief Probation Officer
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was a conditional offer of employment to County Counsel pending a background investigation.

7. ADJOURNMENT

Adjourned meeting to Tuesday, October 8, 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 OCTOBER 8, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

Absent: Supervisor - District 2 Goss

PLEDGE OF ALLEGIANCE

Rick Foster 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.

Rick Foster read the following letter to the Board -

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18496>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (County Clerk Recorder/Registrar of Voters) reports to the Board for the public attending Zoom. The ballots for the November 7th election are mailed out 29 days from the election is on October 7, 2024. If you do not receive your ballot by November 17th, please contact their office. Discussed State Voter Guides. Invites everybody to come into her office and watch the process. Election staff doing fun things during this election, set up a "selfie" station.

Rob Thorman (Public Works Director) - reports to the Board on the recent \$190,000 electric vehicle charging station grant, and says that his department will be conducting a traffic study survey around Jackson St in the coming months.

Supervisor McGowan comments

Tracey Ferguson (Planning Director) - reports to the Board on HCD, and last week's public comment from Kira Wattenburg-King. She is asking for more details. She will come back to the Board on October 15th for an update.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble reads a handout to the Board. <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18498>

C. US FOREST SERVICE

Report and update.

Rick introduces Rick Hopson (Deputy Director for Ecosystem Management) to the Board. Talks about the weather and upcoming pile burning that will be happening.

Supervisor McGowan comments

D. MUNIS HR/PAYROLL MODULE UPDATE

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

No Report Provided

E. 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

F. FINANCIAL/AUDIT REPORT

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

No Report Provided

G. PRESENTATION: Northern Sierra Air Quality Management District Rule 318 (American Valley

Burning Restrictions) update concerning the Quincy and East Quincy residential area burn ban that has been amended to allow for burning with restrictions and new National Ambient Air Quality Standards (NAAQS) for PM2.5; presenter Julie Hunter, Air Pollution Control Officer/Executive Director, Northern Sierra Air Quality Management District.

The Board received a presentation from Julie Hunter.

Supervisor McGowan comments

Chair Hagwood comments

H. PRESENTATION: Meet your Epi presentation by Lorie Arcangel, Epidemiologist for Plumas County Public Health Agency.

The Board received a presentation from Lorie Arcangel.

Chair Hagwood comments

Supervisor McGowan comments

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 1 Ceresola.

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

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

A. CODE ENFORCEMENT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Brian T Phillips, sole Proprietor, dba Lake Almanor Towing; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health for psychiatric and addiction treatment; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) combination of State and Federal Funds; approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** for Behavioral Health Department's Mental Health Services Act program and expenditure plan, annual update FY 23/24; (No General Fund Impact) Mental Health Services Act state funding ; approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8954**](#) for Behavioral Health Department's Mental Health Services Act program and expenditure plan, annual update FY 23/24; (No General Fund Impact) Mental Health Services Act state funding ; approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4). **Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Corning Ford, Inc., to provide general automotive repairs and services on an as-needed basis; effective September 22, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc. to provide general automotive repairs and maintenance on an as-needed basis; effective October 1, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

D. FACILITY SERVICES & AIRPORTS

- 1) Adopt **RESOLUTION** to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Rogers Field in Chester; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8955**](#) to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Rogers Field in Chester; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

- 2) Adopt **RESOLUTION** to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Gansner Airport in Quincy; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8956**](#) to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Gansner Airport in Quincy; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

E. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant, 1 full-time, 1.0 FTE Community Outreach Coordinator position; (No General Fund Impact) (TURP).
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and American Valley Community Services District to collect wastewater specimens for communicable disease surveillance; effective July 1, 2024; not to exceed \$5,000.00; (No General Fund Impact) (ELC3); approved as to form by County Counsel.

F. SOLID WASTE

- 1) Approve and authorize Chair to sign Agreement between Plumas County Public Works and Vestra Resources, Inc. for storm water monitoring services; effective October 8, 2024; not to exceed \$31,076.00; No General Fund Impact; approved as to form by County Counsel.

G. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign a letter to the Department of Transportation (Cal Trans) for an encroachment permit for the Annual Chester High School Homecoming Parade, Friday, October 11, 2024.

3. DEPARTMENTAL MATTERS

A. CODE ENFORCEMENT - Jennifer Langston

- 1) Authorize Chair to sign a letter to the State Department of Housing and Community Development (HCD) regarding the Bennett Trailer Park located on Bell Lane, Quincy, CA; discussion and possible action.

Motion: Authorize Chair to sign a letter to the State Department of Housing and Community Development (HCD) regarding the Bennett Trailer Park located on Bell Lane, Quincy, CA; 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 = 4).

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

Jennifer Langston presents

B. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **PUBLIC HEARING:** Adopt a Resolution amending the Master Fee Schedule to revise existing Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: PUBLIC HEARING: Adopt [**Resolution No. 24-8957**](#) amending the Master Fee Schedule to revise existing Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Rob Thorman presents

Rick Foster comments

- 2) **PUBLIC HEARING:** Adopt a Resolution amending the Master Fee Schedule to revise existing Engineering Department fees for development related applications. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: PUBLIC HEARING: Adopt [**Resolution No. 24-8958**](#) amending the Master Fee Schedule to revise existing Engineering Department fees for development related applications. 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 3 McGowan.

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

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

Rob Thorman presents

C. FACILITY SERVICES - Nick Collin

- 1) Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Rogers Field in Chester, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Rogers Field in Chester, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; 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 = 4).

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

Chair Hagwood comments

County Counsel comments

Supervisor Ceresola comments

- 2) Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Gansner Field in Quincy, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Gansner Field in Quincy, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; 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 = 4).

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

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Susanville Auto Center for the fixed asset purchase of One (1) Mazda CX-5 and two (2) Ford Broncos; total not to exceed \$89,982.87; (No General Fund Impact) (ELC3); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Susanville Auto Center for the fixed asset purchase of One (1) Mazda CX-5 and two (2) Ford Broncos; total not to exceed \$89,982.87; (No General Fund Impact) (ELC3); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Nicole Reinert presents

E. LIBRARY - Dora Mitchell

- 1) Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 24-61, in the amount of \$25,000; (General Fund Impact) as approved in (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8959**](#) to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 24-61, in the amount of \$25,000; (General Fund Impact) as approved in (FY24/25) recommended budget; 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 3 McGowan.

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

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

Dora Mitchell presents via Zoom

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero reports that she attended a Behavioral Health meeting in Sacramento, CA on 10-07-2024, and participated in the ViewPoint interviews on 10-04-2024.

5. BOARD OF SUPERVISORS

A. FEATHER RIVER TOURISM MANAGEMENT DISTRICT

- 1) **Follow up from the discussion on October 1, 2024.** County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.

Motion: County Counsel to add to the drafted letter (15 days from receipt of this letter to schedule a meeting with the County Administrative Officer). Follow up from the discussion on October 1, 2024. County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

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

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

Interim County Counsel Brechtel comments

Rick Foster comments

Martee Nieman (Auditor-Controller) comments

- B. **Follow up from the discussion on October 1, 2024.** Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.

Motion: Follow up from the discussion on October 1, 2024. Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

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

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

Martee Nieman (Auditor-Controller) comments

Rick Foster comments

Julie White (Treasurer-Tax Collector) comments

CAO Lucero comments

- C. **Follow up discussion from October 1, 2024.** Plumas Unified School District Resolution No. 1654 Imposing Level 1 School Development Impact Fees on Residential, Commercial, and Industrial Building Permits within the District's Boundaries, Effective November 10, 2024; discussion and possible action.

****This item was tabled to a later date, after CAO Lucero and Planning Director Ferguson attend the PUSD meeting on October 8, 2024****

D. CORRESPONDENCE

No Correspondence received.

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

Reported by Supervisor McGowan regarding matters related to County Government and included attending the Chili Cook Off in Greenville at Riley's Jerky.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Receive Quarterly Report from Travis Goings, Risk Manager
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

7. ADJOURNMENT

Adjourned meeting to Tuesday, October 15, 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 OCTOBER 15, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Interim County Counsel Brechtel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Engel has requested that Norcal EMS Letter of Intent be added to the agenda.

Motioned by Supervisor Engel, seconded by Supervisor Ceresola motion passed and was added.

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 short prayer.

Linda M. commented on the recent Plumas Feral Spay/Neuter Spay-a-Thon. 200 cats have been spayed/neutered. Received various donations from non-profits around Plumas County.

Ms. Yusakoff thanked the Board for their recent approval of a letter that was sent to HUD regarding the Bennett Trailer Park on Bell Lane.

Linda Judge read a letter to the Board <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18514>

Sara James (Deputy County Counsel) read a letter to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18513>

Supervisor McGowan comments

Zoom comment from Ted Stout

Rick Foster commented on the Board not reading the ENGIE Project.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

No Department Head Announcements

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others
No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

- 1) **PRESENTATION:** Receive a presentation from Samantha Schwartz-Lenhart of the Lost Sierra Chamber of Commerce on the Relocation Package (Move-In) for Plumas County.

The Board received a presentation from Samantha Schwartz-Lenhart.

C. US FOREST SERVICE

Report and update.
No Report Provided.

D. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.
CAO Lucero updated the Board on the HR/Munis conversion.
Chair Hagwood thanks HR staff for the countless hours of hard work.

E. 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.

F. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.
No Report Provided.

G. PUBLIC HEALTH AGENCY

- 1) **PRESENTATION:** Receive a presentation from Nicole Reinert, MPH, Public Health Director regarding the Plumas County Public Health Agency's 2024 Annual Report

The Board received a presentation from Nicole Reinert, MPH (Public Health Director).

H. BEHAVIORAL HEALTH

- 1) **PRESENTATION:** Receive a presentation from Sharon Sousa LMFT, Behavioral Health Director regarding the Behavioral Health Department Report

The Board received a presentation from Sharon Sousa (Behavioral Health Director)
Supervisor Goss comments

CAO Lucero comments

Supervisor McGowan comments

Rick Foster comments

Clint Koble comments

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. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Board Chair to waive fees for the Quincy Sparkle community event on December 6, 2024 organized by the Quincy Chamber of Commerce. General Fund is impacted by \$80 in lost revenue by waiving fees for this event.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Heat Transfer Systems for general service of county's HVAC systems; effective October 1, 2024; not to exceed \$12,000.00; this is an 'as-needed' contract and will only affect General Fund if needed as approved in FY2425 recommended budget 2012052 520903 or 521900; approved as to form by County Counsel.
- 3) Approve and authorize Board Chair to waive fees for the Annual Turkey Bingo Fundraiser event on November 15, 2024 at the Quincy Memorial Hall organized by the Quincy Parent Cooperative Organization (PCO). General Fund is impacted by \$100 in lost revenue by waiving fees for this event.

B. PUBLIC WORKS

- 1) Approve and authorize Chair to sign amendment no. 2 to agreement between Plumas County and Gridley Ford increasing the compensation amount from \$28,000 to \$48,000 due to additional repairs needed for heavy equipment; (No General Fund Impact) road funds; approved as to form by County Counsel.

- 2) Authorization for the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts in excess of 29 hours per week. No impact to General Fund.
- 3) Consider Approval of Lease Revenue Bonds Certificate of the County of Plumas; No General Fund Impact; Approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Chico State Enterprises for Registered Dietitian services; effective July 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) (Seniors); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency and Plumas County Office of Education to provide school-based health education and prevention services; effective October 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) (SNAP); approved as to form by County Counsel.
- 3) Approve and authorize the Public Health Agency to recruit and fill, funded, and allocated, vacant, one full-time, FTE Administrative Assistant I/II position; (No General Fund Impact) (Realignment).
- 4) Approve and authorize to recruit and fill, funded, and allocated, vacant 1 full-time, FTE Public Health Program Division Chief position; (No General Fund Impact) (allocated across all public health grants).

D. CLERK OF THE BOARD

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

E. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and United Way of Northern California for the Homeless Management Information System and Coordinated Entry Program collaboration ; effective January 1, 2024; (No General Fund Impact) United Way of Northern California to provide funding to support license fees; approved as to form by County Counsel.

F. ENVIRONMENTAL HEALTH

- 1) Authorize the Environmental Health Department to recruit and overlap fill one (1) FTE Environmental Health Technician I/II position funded and allocated for FY 24-25, due to pending resignation; request for a three-month overlap training period. General Fund Impact.

G. SHERIFF'S OFFICE

- 1) Approve and authorize Sheriff's Office to extend total hours of one current reserve deputy/extra help position from 1560 hours per year to 1800 hours.

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 FLOOD CONTROL & CONSERVATION DISTRICT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Conservation District and Somach Simon & Dunn Attorneys at Law to assist with District Water Sales; effective October 15, 2024; not to exceed \$75,000; No General Fund Impact; Flood Control Funds; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Conservation District and Somach Simon & Dunn Attorneys at Law to assist with District Water Sales; effective October 15, 2024; not to exceed \$75,000; No General Fund Impact; Flood Control Funds; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

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

Rob Thorman (Public Works Director) presents.

CAO Lucero comments

Rick Foster comments

Supervisor McGowan comments

Supervisor Engel comments

Supervisor Goss comments

Adam Cox comments

Interim County Counsel Brechtel comments

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

4. **DEPARTMENTAL MATTERS**

A. **LIBRARY** - Dora Mitchell

- 1) Approve and authorize supplemental budget transfer of \$27,301.70 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of \$13,650.85, and to Books (20670/524510) in the amount of \$13,650.85 to disburse remaining Stronger Together grant funds for bookmobile-related purchases; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of \$27,301.70 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of \$13,650.85, and to Books (20670/524510) in the amount of \$13,650.85 to disburse remaining Stronger Together grant funds for bookmobile-related purchases; approved by Auditor/Controller. **Four/Fifths 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.

Dora Mitchell presents

B. **PLANNING** - Tracey Ferguson

- 1) **PUBLIC HEARING 11AM TIME CERTAIN:** Consider and recommend replacement name to the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) for "Sq_Carpet Lane" pursuant to Assembly Bill 2022 following consultation and engagement with Native American Tribes and Tribal members and individuals; discussion and possible action.

Motion: PUBLIC HEARING 11AM TIME CERTAIN: Consider and recommend replacement name to the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) for "Sq_Carpet Lane" pursuant to Assembly Bill 2022 following consultation and engagement with Native American Tribes and Tribal members and individuals; 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.

Tracey Ferguson (Planning Director) presents

Supervisor McGowan comments

Linda M. comments

CAO Lucero comments

Interim County Counsel Brechtel comments

Ted Stout comments via Zoom

Name chosen to submit from the Board was Demtatoko

C. PROBATION - Keevin Allred

- 1) Approve and authorize a supplemental budget increase to participating Community Corrections Partnership agencies for a final Public Safety Realignment budget amount of One-Million, Four-Hundred Seventy-Three Thousand, Six-Hundred Ninety-Seven and 77/100 (\$1,473,697.77) in Fiscal Year 2024-2025; as approved by the CCP Executive Committee.

Four/Fifths roll call vote

Motion: Approve and authorize a supplemental budget increase to participating Community Corrections Partnership agencies for a final Public Safety Realignment budget amount of One-Million, Four-Hundred Seventy-Three Thousand, Six-Hundred Ninety-Seven and 77/100 (\$1,473,697.77) in Fiscal Year 2024-2025; as approved by the CCP Executive Committee.

Four/Fifths 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.

Keevin Allred (Probation Chief) presents

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize the Public Health Agency to schedule employee #101373 to a four-ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

Motion: Approve and authorize the Public Health Agency to schedule employee #101373 to a four-ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action. , **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.

Nicole Reinert (Public Health Director) presents

E. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and FreshWorks, Inc. for IT, Facility Services, and County Counsel ticketing software; effective 10/27/2024; not to exceed \$13,044; General Fund Impact; as approved in recommended FY24/25 budget (2022052/520411); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and FreshWorks, Inc. for IT, Facility Services, and County Counsel ticketing software; effective 10/27/2024; not to exceed \$13,044; General Fund Impact; as approved in recommended FY24/25 budget (2022052/520411); approved as to form by County Counsel., **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.

Greg Ellingson (IT Director) presents

F. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize Plumas County Behavioral Health Department to pay Jackson & Coker a non-contract invoice in the amount of \$43,000. The contract is currently under review by County Counsel. Immediate payment is being requested by the vendor to continue telehealth services after hours; (No General Fund Impact) State Funds; discussion and possible action **Four/fifths Roll Call Vote**

Motion: Approve and authorize Plumas County Behavioral Health Department to pay Jackson & Coker a non-contract invoice in the amount of \$43,000. The contract is currently under review by County Counsel. Immediate payment is being requested by the vendor to continue telehealth services after hours; (No General Fund Impact) State Funds; 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.

Sharon Sousa (Behavioral Health Director) & Che Shannon present

Supervisor McGowan comments

Josh Brechtel (Interim County Counsel) comments

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero informs the Board that her report will be on November 5, 2024. She updates the Board on PG&E power outage event on October 18, 2024, at 4pm.

Supervisor McGowan comments

Rick Foster comments

B. Receive presentation from Sierra Buttes Trail Stewardship on Connected Communities and other programming; discussion and possible action.

The Board received a presentation from Sierra Buttes Trail Stewardship.

Supervisor McGowan comments

Chair Hagwood comments

CAO Lucero comments

6. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION Readopting the Conflict-of-Interest Code for Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote****

Motion: Adopt **RESOLUTION No. 24-8960** Readopting the Conflict-of-Interest Code for Plumas County; (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.

Deputy County Counsel James presents

District Attorney Hollister comments

CAO Lucero comments

Chair Hagwood comments

- B. Adopt **RESOLUTION** Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

*** This item was tabled until November 5, 2024, for further discussion and possible action***

District Attorney Hollister comments

Supervisor McGowan comments

Chair Hagwood comments

Chair Hagwood requested a short break

Upon returning from break Interim County Counsel Brechtel was replaced by Deputy County Counsel Sara James

- C. Fund request by the Indian Valley Community Services District (IVCSD) for the Indian Valley Public Safety Center Project; discussion and possible action.

Motion: Fund request by the Indian Valley Community Services District (IVCSD) for the Indian Valley Public Safety Center Project; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **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.

IVCSD Adam Cox & IVFD Chief Orange present

Chair Hagwood comments

Sheriff Johns comments

Auditor-Controller Martee Nieman comments

Supervisor Goss comments

CAO Lucero comments

Deputy County Counsel James comments

Motion/passed to commit an unspecified but meaningful donation to this project, and allow staff to do research that is needed and bring this item back tentatively on November 5, 2024, for further discussion and possible action at that time

- D. Funding request from Indian Valley Community Services District (IVCSD) for the Indian Valley Town Center Project; discussion and possible action.

Motion: Funding request from Indian Valley Community Services District (IVCSD) for the Indian Valley Town Center Project; discussion and possible action., **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.

IVCSD General Manager Adam Cox presents

Supervisor McGowan comments

CAO Lucero comments

Chair Hagwood comments

Clint Koble comments

Deputy County Counsel James comments

Rick Foster comments

Supervisor Ceresola comments

Motion/passed to table this item until November 5, 2024, for further discussion and possible action

- E. Request from Chester Public Utility District (CPUD) for assistance with costs related to an annexation of Chester by Peninsula Fire Protection District; discussion and possible action.

Motion: Request from Chester Public Utility District (CPUD) for assistance with costs related to an annexation of Chester by Peninsula Fire Protection District; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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.

IVCSD General Manager Adam Cox presents

Supervisor McGowan comments

CAO Lucero Comments

Auditor-Controller Martee Nieman comments

Supervisor Engel comments

Supervisor Goss comments

Supervisor Ceresola comments

*****Motion/split vote passed to approve up to \$50,000 loan to CPUD which will be held in the Auditors office, and all claims for payment will be submitted by the Auditor-Controller)*****

F. APPOINTMENTS

- 1) Appoint Dora Mitchell as County Librarian; effective April 8, 2024, and approve Chair to sign the employment agreement; discussion and possible action.

Motion: Appoint Dora Mitchell as County Librarian; effective April 8, 2024, and approve Chair to sign the employment agreement; discussion and possible action., **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

County Librarian Mitchell comments

G. CORRESPONDENCE

No Correspondence received

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

No weekly reports received.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

- B. Conference involving a Joint Powers Agency: Trindel Insurance Fund closed session authorized by Government Code §54959.96. Proposed settlement on Dixie Wildfire Loss, Date of Loss August 4, 2021. Claim number 8126425362US. Name of local agency representative on joint powers agency board: Andrew Fischer.
- C. Existing Litigation: Conference with legal counsel pursuant to Subdivision (d)(1) of Government Code §54956.9 (d)(1) - People v Nancy Selvage, Superior Court of the State of California, County of Plumas, Case No. F23-00057
- D. **CONFERENCE WITH LEGAL COUNSEL: INITIATING LITIGATION PURSUANT TO SUBDIVISION (C) OF GOVERNMENT CODE SECTION 54956.9 (1 CASE)**

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that the Board of Supervisors accepted the following:

Insurer will pay to County of Plumas the amount of \$3,177,058.46 (the "Payment"), representing the adjusted amount of loss relating to the recoverable depreciation and code upgrades. The total claim \$5,463,821.00 minus the applicable deductible, \$25,000.00, and minus previous payments totaling \$2,261,762.54. The Payment will be made within 30 days of the complete execution of this Settlement and Release.

8. ADJOURNMENT

Adjourned meeting to Tuesday, November 5, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas District Hospital for the rental space at Indian Valley Medical Clinic for the purpose of providing counseling and telehealth services; effective September 1, 2024; not to exceed \$16,700.00; (No General Fund Impact) state and federal funding; 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 District Hospital for the rental space at Indian Valley Medical Clinic for the purpose of providing counseling and telehealth services; effective September 1, 2024; not to exceed \$16,700.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas District Hospital for the rental space at Indian Valley Medical Clinic for the purpose of providing counseling and telehealth services; effective September 1, 2024; not to exceed \$16,700.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas District Hospital for the rental space at Indian Valley Medical Clinic for the purpose of providing counseling and telehealth services; effective September 1, 2024; not to exceed \$16,700.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact. State and Federal funding

Attachments:

1. 10222024_001

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY BEHAVIORAL HEALTH
AND
PLUMAS DISTRICT HOSPITAL

This Memorandum of Understanding (hereinafter MOU) is made by and between PLUMAS COUNTY, a political subdivision of the State of California, through its BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as PCBH) and PLUMAS DISTRICT HOSPITAL (hereinafter referred to as PDH) a local healthcare district organized under Health & Safety Code 32,000 et. seq.

WHEREAS, PDH owns and operates the Indian Valley Medical Clinic (Clinic), as a Rural Health Clinic located at 176 Hot Springs Road, Greenville, California, 95947.

WHEREAS, PCBH desires to acquire the right to enter upon and use portions of the Clinic space for the purpose of providing counseling services for patients of PCBH.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of Plumas District Hospital

1. PDH grants to PCBH, its agents and contractors, a non-exclusive, revocable license to enter upon and use one (1) waiting room and two (2) exams rooms or offices, located in the Clinic ("Licensed Premises") to provide a place for PCBH to provide family planning and immunizations services (the "PCBH Services") for its patients. PCBH clinic staff shall be granted access to the Licensed Premises between the operating hours of 8:00 a.m. to 5:00 p.m. (2) business day per week, with such day(s) to be mutually agreed upon between PDH and PCBH.
2. PDH will provide a key to PCBH Clinic staff so as to allow entry by PCBH into the Licensed Premises during the hours/days set forth in paragraph A.1 above.
3. PDH will provide heat, air conditioning, other utilities, and janitorial services daily, maintenance services and waste disposal services (including disposal of biohazardous waste), as well as standard telephone lines and the use of an Internet Service/Connection for PCBH computer.
4. PCBH, its agents, employees and invitees shall have the right to park in common with other occupants of the Clinic.

5. Upon thirty (30) days' notice to PCBH, PDH may move PCBH to another space within the Clinic that is comparable in size and utility to the Licensed Premises. The parties shall memorialize such relocation in writing.

B. Responsibilities of the Plumas County Public Health Agency

1. PCBH shall use the Licensed Premises only for the PCBH Services.
2. PCBH will provide PDH at least thirty (30) days' written notice of any request to change the dates and/or times of use of the Licensed Premises, which change shall require the mutual written consent of both parties.
3. PCBH will comply with PDH policies and procedures for removing all medical and/or infectious waste and other hazardous substances from the Clinic in strict accordance with all applicable laws.
4. PCBH will not perform any alterations to the Licensed Premises without the prior permission and express written consent of PDH.
5. With the exception of reasonable and normal wear and tear, if PCBH, its employees, patients, agents or contractors cause any damage to the Licensed Premises in connection with the exercise of its use of the Licensed Premises, PCBH shall repair and restore the Licensed Premises to their original condition prior to PCBH's use under this MOU. PCBH shall perform the repair and restoration required hereunder prior to the expiration of this MOU, or within ten (10) days of its earlier termination. In the event that repair and restoration is performed following the termination of this MOU, PCBH's indemnity and insurance obligations as set forth herein shall continue until repair and restoration is completed as provided herein.
6. PCBH will follow all County and State requirements related to COVID-19, such as mask mandates.
7. PCBH will be required to submit a Certificate of Insurance to PDH with liability limits of no less than \$1,000,000.00, prior to receiving keys to the Licensed Premises.
8. PDH assumes no liability, and PCBH is responsible for ensuring the safety of their staff and patrons inside the Licensed Premises. PDH shall not be responsible for PCBH's personal property at the Licensed Premises.

C. Mutual Responsibilities.

1. PDH and PCBH have permission to promote this collaboration on social media and website platforms, as well as in newspapers, upon the written consent of the other party.

2. PDH and PCBH shall comply with all federal and state laws and regulations, and all rules, regulations, and respective policies of PDH and PCBH regarding the confidentiality of patient information, including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") (45 C.F.R. Part 160, et seq.), the Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 C.F.R. Part 2), as amended from time to time, and California's Confidentiality of Medical Information Act set forth at California Civil Code § 56 et seq. and Health and Safety Code § 1280.15.
3. Each party shall defend, indemnify, hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, volunteers, or employees.
4. PDH and PCBH shall maintain the confidentiality of the other's confidential information, including trade secrets, business techniques, forms, clinical procedures, procedure manuals, documents, customers, patients, suppliers, pricing, costs, and all other information which the other holds confidential. Confidential information shall not include information required to be disclosed pursuant to statute, regulation, or professional obligations, including government agency or court order, subpoena, discovery request, or other lawful purposes.

D. Compensation.

As total monthly consideration for its use of the Licensed Premises, PCBH shall pay to PDH the daily sum of \$150.00 (the "**License Fee**"). This License Fee shall be inclusive of PCBH's portion of utility costs for the Licensed Premises in the amount of \$150.00 per day. PCBH will submit payment to PDH on the first day of each quarter. The total amount paid by PCBH to PDH under this MOU shall not exceed \$16,700 for each 12-month period (prorated for periods of less than 12 months). Payment will be sent to the following address:

Plumas District Hospital
1065 Bucks Lake Road
Quincy, CA 95971
Attn: Accounts Payable

E. Effective Date.

The term of this MOU is effective September 1, 2024, and shall remain in effect through September 30, 2026, unless terminated earlier pursuant to this MOU.

County's Board of Supervisors hereby ratifies, and approves payment for September 1, 2024, to date of approval of this MOU by the Board of Supervisors. Prior agreements are null and void effective with the execution of this MOU as evidenced by the signatures below. Each party may terminate this MOU, without cause or penalty, by providing a 30-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent.

F. Fair Market Value. The Parties each acknowledge and agree that the compensation to be paid to PDH by PCBH pursuant to this MOU is intended to be consistent with fair market value and has been determined in an arms-length transaction. The Parties acknowledge and agree that no payment made under this MOU is in return for the referral of patients or in return for the purchasing, leasing or ordering of any products or services or the recommending of the purchasing, leasing or ordering of any products or services. Nothing in this MOU is intended to obligate and shall not obligate any Party to this MOU to refer patients to any other party. The Parties shall comply with all applicable laws that require disclosure of financial interests or relationships between parties to whom referrals may be made.

G. Attorneys' Fees. If any legal action or arbitration or proceeding is brought to enforce or interpret this MOU or concerning this MOU, the Licensed Premises or any alleged default or breach of duty related thereto, the prevailing Party, as between PDH and PCBH, shall be entitled to recover from the other Party all reasonable costs, including, but not limited to, attorneys' fees and fees and costs of expert witnesses, including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or legal action, in addition to all other remedies to which the prevailing Party may be entitled. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of such attorneys' fees and costs.

IN WITNESS WHEREOF the parties hereto have executed this MOU on this
____ day of _____ 2024.

Plumas District Hospital, a health care
district organized pursuant to the California
Local Health Care District Law

By: _____
JoDee Read
CEO
Date signed:

Plumas County, a political subdivision of
the State of California

By: Sharon R. Sousa, LMFT
Sharon Sousa LMFT
Director of Behavioral Health
Date signed: 10/16/2024

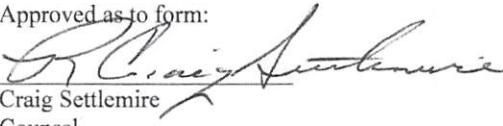
APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:


Craig Settlemire
Counsel



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment #2 for Quality Measures and Performance Improvement Program supporting the healthcare effectiveness data and information reporting requirements; effective upon execution of this agreement; no additional cost; (No General Fund Impact) state funds; approved as to form by Count Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment #2 for Quality Measures and Performance Improvement Program supporting the healthcare effectiveness data and information reporting requirements; effective upon execution of this agreement; no additional cost; (No General Fund Impact) state funds; approved as to form by Count Counsel.

Background and Discussion:

CalMHSA will utilize data eligibility, service and claims data, fees for service claims, pharmacy claims, provided by Behavioral Health. This Quality Measures and Performance Improvement Program Agreement will support Behavioral Health in meeting the Healthcare Effectiveness Data and Information Set (HEDIS) in reporting compliance regulations and data retention requirements to the Department of Health Care Services.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment #2 for Quality Measures and Performance Improvement Program supporting healthcare effectiveness data and information reporting requirements.

Fiscal Impact:

No General Fund impact, state funds

Attachments:

1. 10222024_003

PLUMAS QUALITY MEASURES PA AM2
Quality Measures and Performance Improvement Program
Plumas County
October 3, 2024

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT #2

Quality Measures and Performance Improvement Program ("Program")

This Agreement Amendment ("Amendment") amends Agreement No. 5294-QUALITYMEASURES-2024-PLUMAS-PA ("Agreement") and Amendment No. PLUMAS QUALITY MEASURES PA AM1 5.2.24, a contract by and between the California Mental Health Services Authority ("CalMHSA") and Plumas County ("Participant") to support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2023. This Amendment shall be effective upon execution of this Amendment by both parties.

The Agreement is hereby amended to amend Exhibit A- Detailed Program Description, Obligations, Restrictions of the Agreement, to add language regarding data retention and destruction, and extends the project term from December 31, 2024, to December 31, 2025, at no additional cost.

All other terms or provisions in the initial Agreement No. 5294-QUALITYMEASURES-2024-PLUMAS-PA and Amendment No. PLUMAS QUALITY MEASURES PA AM1 5.2.24 not amended by this Amendment shall remain in full force and effect.

MODIFICATIONS TO THE AGREEMENT

- A) The existing Agreement's Exhibit A- Detailed Program Description, Obligations, Restrictions is replaced with the below Exhibit A- Detailed Program Description, Obligations, Restrictions.

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Quality Measures and Performance Improvement Program ("Program") will support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2023. CalMHSA will utilize data provided by the Participants to calculate the five required Mental Health Plan (MHP) measures. Participant data will include eligibility, service and claims data including Medi-Cal Master Eligibility Files ("MMEF"), Managed Care Plan ("MCP") claims data, pharmacy claims, Behavioral Health Plan ("BHP") claims or service data, and Fee for Service ("FFS") claims. Data will be accepted via secure file transfer, and/or, with previous authorization, will be retrieved from the Department of Health Care Services ("DHCS") Plan Data Feed ("PDF") MoveIT SFTP folder, and/or in the case of Participants using the CalMHSA SmartCare Electronic Health Record ("SmartCare EHR") may be extracted directly from SmartCare. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay. In keeping with HIPAA and National Committee of Quality Assurance ("NCQA") HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after Agreement execution. All data PARTICIPATION AGREEMENT AMENDMENT # PLUMAS QUALITY MEASURES PA AM2, PARTICIPANT: Plumas County, October 2024

PLUMAS QUALITY MEASURES PA AM2
Quality Measures and Performance Improvement Program

Plumas County
October 3, 2024

will be destroyed after it has been retained for six years. CalMHSA will utilize NCQA proprietary measure specifications to inform the analysis and will provide Participants with the results of the analysis of performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review Organization (CalEQRO) if requested by Participant. Additionally, CalMHSA will host webinars for Participants to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

PARTICIPANT: PLUMAS COUNTY

Signed: _____ Name (Printed): Greg Hagwood

Title: Chair, Board of Supervisors Date: _____

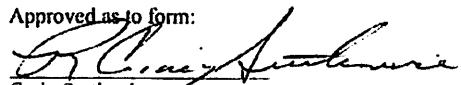
Signed: _____ Name (Printed): Allen Hiskey

Title: Clerk, Board of Supervisors Date: _____

Signed: Sharon Sousa, LMFT Name (Printed): Sharon Sousa, LMFT

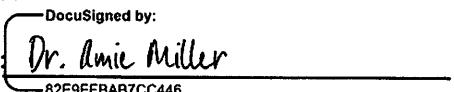
Title: Director of Behavioral Health Date: _____

Approved as to form:



Craig Settlemire
Counsel

CalMHSA

DocuSigned by:
Signed:  Name (Printed): Dr. Amie Miller, Psy.D., LMFT
82E9EFBAB7CC446...

Title: Executive Director Date: 10/17/2024



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng Medical Doctor, to provide psychiatric evaluations, medication management, providing prescription medication after hours, weekends, and holidays to individuals needing to be evaluated for 5150 via tele-psychiatry; effective November 1, 2024; not to exceed \$350,000.00 per fiscal year; (No General Fund Impact) a combination of state and federal funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng Medical Doctor, to provide psychiatric evaluations, medication management, providing prescription medication after hours, weekends, and holidays to individuals needing to be evaluated for 5150 via tele-psychiatry; effective November 1, 2024; not to exceed \$350,000.00 per fiscal year; (No General Fund Impact) a combination of state and federal funding; approved as to form by County Counsel.

Background and Discussion:

Agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng Medical Doctor, to provide psychiatric evaluations, medication management, providing prescription medication after hours, weekends, and holidays to individuals needing to be evaluated for 5150 via tele-psychiatry.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng Medical Doctor, to provide psychiatric evaluations, medication management, providing prescription medication after hours, weekends, and holidays to individuals needing to be evaluated for 5150 via tele-psychiatry; effective November 1, 2024; not to exceed \$350,000.00 per fiscal year; (No General Fund Impact) a combination of state and federal funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact a combination of state and federal funding

Attachments:

1. Plumas2024contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Kwame Buabeng, Medical Doctor (M.D.), a sole proprietor (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 Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) per fiscal year.
3. **Term.** The term of this agreement shall be from November 1, 2024, through June 30, 2026, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Dr. Kwame Buabeng from November 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.** With the exception of medical malpractice which will be maintained by the County, Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability 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 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:

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

Contractor:

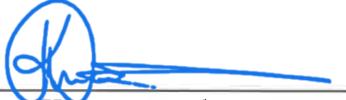
Kwame Buabeng, Medical Doctor
7423 Picardy Ave.
Baton Rouge, LA 70808

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

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

CONTRACTOR:

By: 
Name: Kwame Buabeng, M.D
Title: Medical Doctor
Date signed: **Oct 23, 2024**

COUNTY:

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

By: 
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: **10/16/2024**

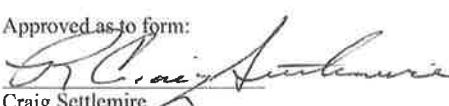
APPROVED AS TO CONTENT:

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 Settemire
Counsel

_____ COUNTY INITIALS _____

CONTRACTOR INITIALS _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Kwame Buabeng, Medical Doctor (M.D.), a sole proprietor referred to herein as Business Associate (“BA”), dated November 1, 2024.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

Name: Sharon Sousa LMFT

Title: Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: Sharon R. Sousa, LMFT

Date: 10/10/2024

BUSINESS ASSOCIATE

Name: Kwame Buabeng MD

Title: Medical Doctor

Address: 7423 Picardy Ave.

Baton Rouge, LA 70808

Signed: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

- CONTRACTOR shall be licensed by the Medical Board of California or Osteopathic Board of California
- CONTRACTOR shall be available and as needed to provide psychiatric evaluations in jail and to conserved population, medication management, and provide prescription medication after hours, weekends and holidays to individuals needing to be evaluated for W&I 5150 via tele-psychiatry.
- CONTRACTOR agrees to update medication list at each visit to ensure an accurate medication list is always accessible in the EHR.
- CONTRACTOR will ensure client has been provided enough medication until next appointment.
- CONTRACTOR's notes as required by the Department of Health Care Services shall be completed and signed within 72 hours of client's appointment.
- CONTRACTOR shall sign and send back medication consent forms immediately following each medication evaluation.
- CONTRACTOR shall send separate invoices to county for services provided in the Correctional Facility.
- CONTRACTOR shall send separate invoices to county for consultation services requested by hospital located within Plumas County.
- CONTRACTOR must be available by pager, or telephone when not on site to respond to requests for information and assistance.
- COUNTY requires tele-psychiatrist to use County Electronic Health Record (EHR) and County will provide access to County system via Credible.
- COUNTY requires CONTRACTOR to audit 10% of open psychiatric medical charts of Plumas County Behavioral Health
- All audio, video, and all other data transmission shall be secure through the use of encryption (at least on the side of the healthcare professional) that meets County's Network Security Standards. Contractor should ensure that access to any patient contact information stored on any device is adequately restricted.
- Video quality will of High Definition (HD) (1280X720) at 40fps or better quality.

_____ COUNTY INITIALS

- 15 -

CONTRACTOR INITIALS _____

HERE
SIGN

- CONTRACTOR shall provide a dedicated Internet connectivity supporting a minimum bandwidth of 1.2 Mbps, upload and download.
- CONTRACTOR shall demonstrate the ability to provide a secure and confidential location while providing telehealth services at the distant site.

EXHIBIT B - FEE SCHEDULE

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor consistent with hourly rates in the table below for prescribing services related to Mental Health treatment.
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice. Each invoice shall describe in detail, the services performed and the associated time for completion.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.
- E. COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

Psychiatrist	Crisis Intervention Service, per 15 Minutes	H2011	\$174.51
	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	\$174.51
	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	\$174.51
	Intensive Care Coordination	T1017	\$174.51
	Intensive Home Based Services	H2017,	\$174.51
	Interactive Complexity	90785	\$174.51
	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	\$174.51
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	\$174.51
	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	\$174.51
	Multiple-Family Group Psychotherapy, 15 Minutes	90849	\$174.51
	Psychiatric Diagnostic Evaluation, 15 Minutes	90791	\$174.51
	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	\$174.51
	Psychosocial Rehabilitation, per 15 Minutes	H2017	\$174.51
	Psychotherapy for Crisis, Each Additional 30 Minutes	90840	\$174.51
	Psychotherapy for Crisis, First 30-74 Minutes 84	90839	\$174.51
	Psychotherapy, 30 Minutes with Patient	90832	\$174.51
	Psychotherapy, 45 Minutes with Patient	90834	\$174.51
	Psychotherapy, 60 Minutes with Patient	90837	\$174.51
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	\$174.51
	Targeted Case Management, Each 15 Minutes	T1017	\$174.51
	Interdisciplinary Team Meeting (client/family not present)	99368	\$174.51
	Interdisciplinary Team Meeting (client/family present)	99366	\$174.51



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kyle Hardee, Administrative Services Officer

MEETING DATE: November 5, 2024

SUBJECT: **Approve and authorize Behavioral Health to recruit and fill, funded and allocated, one (1.0) FTE vacant Behavioral Health Site Coordinator position, due to resignation, as approved in FY24/25 budget. (No General Fund Impact)**

Recommendation:

The Director of Behavioral Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1.0) FTE BH Site Coordinator position.

Background and Discussion:

Effective October 20, 2024, one (1) BH Site Coordinator resigned from Behavioral Health. The Department is requesting to fill this vacancy.

Action:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one (1.0) FTE BH Site Coordinator (No General Fund Impact) Mental Health Services Act funds.

Fiscal Impact:

No General Fund Impact (MHSA funds)

Attachments:

1. BH SITE COORDINATOR
2. CRITICAL STAFFING QUESTIONNAIRE Site Coordinator 10-24-2024
3. PCBH Org Chart 10-24-2024

BEHAVIORAL HEALTH SITE COORDINATOR

DEFINITION

Under general direction to coordinate all Behavioral Health, PCIRC and other agency services delivered from a Regional Resource Center, Behavioral Health Office Site or Drop in Center including administrative support functions and as the primary face of Behavioral Health to the public; to perform a variety of office and administrative support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

The Behavioral Health Site Coordinator acts as administrative support and operations coordinator, assuring compliance with various state and federal laws and billing requirements in order to maximize the allowable revenues for the Behavioral Health Department and interact with outside vendors, agencies, and internal professional staff to accomplish that goal. Acts as the "face" of the agency to clients and the general public in Plumas County's outlying areas.

REPORTS TO

Behavioral Health Supervising Site Coordinator, or Behavioral Health Administrative Services Officer

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Administrative Assistant I/II and other specialized office support classifications as required.

EXAMPLES OF DUTIES:

- Recommends, develops, and assists with the implementation of office and administrative support goals and objectives.
- Helps plan, organize, and direct the Behavioral Health Department's office and administrative support functions.
- Provides coordination and support for clinical employees in the regional office.
- Assists staff in problem solving.
- Establishes office schedules and assists staff.
- Assists with purchasing and inventory of office supplies and equipment.
- Coordinates staff meetings for logistical and administrative issues as to site.
- Performs related duties as assigned.

BEHAVIORAL HEALTH SITE COORDINATOR – 2

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; 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; occasionally works outside; some variations in temperature and humidity; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, procedures, and equipment and business writing.
- Practices and terminology used in clerical, accounting, and in a medical setting.
- Computerized patient information systems.
- Methods, practices, principles, theory, and terminology used in bookkeeping, financial books of account and statistical recordkeeping.

Ability to:

- Plan and organize the logistics of the Behavioral Health site and clerical staff.
- Interpret department rules and regulations for patients, staff and others.
- Read and interpret patient charts.
- Use standard medical office equipment including electronic health record system.
- Apply basic bookkeeping principles.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance or supervision.
- Ability to analyze situations accurately and adopt effective courses of action in emergencies.
- Deal effectively and tactfully with the public, staff, and other community members.
- Ability to learn new laws, regulations, and procedures pertaining to mental health and substance use case records and reports.
- Work cooperatively with other departments and outside agencies.

BEHAVIORAL HEALTH SITE COORDINATOR – 3

TRAINING AND EXPERIENCE

Minimum qualifications needed for this position:

One (1) year of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting

AND

One (1) year of experience in a supervisory capacity.

SPECIAL REQUIREMENTS

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

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED IN 24-25 BUDGET

1.0 FTE Behavioral Health Site Coordinator

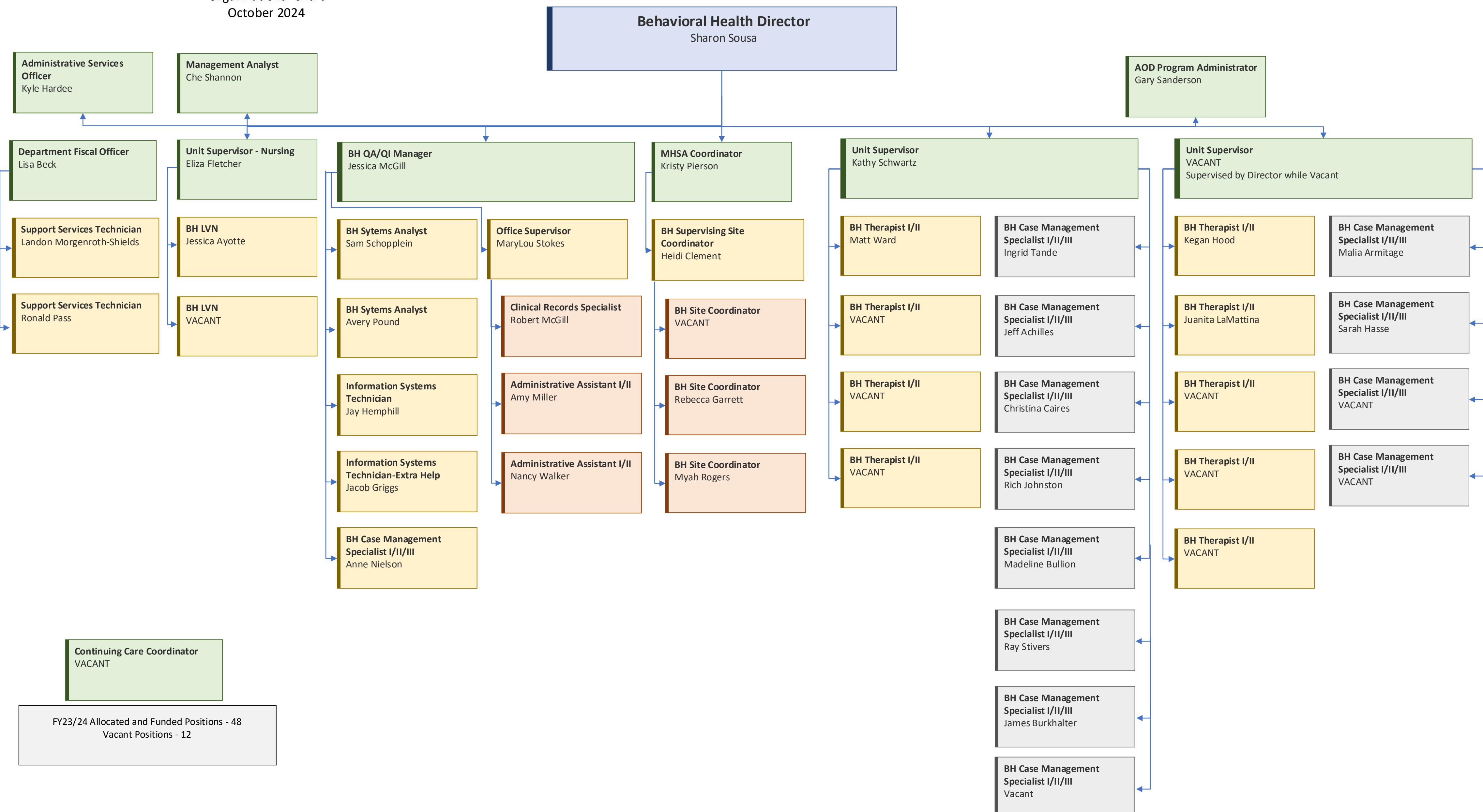
- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Behavioral Health Site Coordinator position is a legitimate business justification due to the oversight necessary to manage and oversee the activities within the Behavioral Health Department Wellness 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 October 20, 2024 due to the resignation of the Portola Wellness Center Coordinator.**
- Can the department use other wages until the next budget cycle? **The position 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 inability 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..**

Plumas County Behavioral Health Department

Organizational Chart
October 2024





**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions, providing psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2025; not to exceed \$300,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions, providing psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2025; not to exceed \$300,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

Individuals who are admitted to this facility have been incarcerated facing criminal charges and are unable to stand trial due to a mental illness or a mental illness with a co-occurring developmental disability. CPT's goal is to use a structured daily program to allow for competency restoration and diversionary programs. CPT can assess whether the individual is competent to stand trial or is in need of further psychiatric evaluation and treatment.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions, providing psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2025; not to exceed \$300,000.00

Fiscal Impact:

(No General Fund Impact) State and Federal funds

Attachments:

1. 0065_001

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$ 300,000.00 per twelve-month period. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences January 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
 - c. County must remove all of its clients from Contractor's facility to complete termination of this agreement.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

_____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS _____

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

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification** –County shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages, or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent or employee.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

_____ COUNTY INITIALS

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

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

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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

County:

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

Contractor:

Dina Hackett-Vice President
California Psychiatric Transitions, Inc.
9226 N. Hinton Ave.
Delhi, CA. 95315

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions->

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programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** Contractor agrees to comply with CCR Title 9, Division 1, Chapter 3.5 which are the regulations that pertain directly to licensed Mental Health Rehabilitation Centers in California. Contractor further states that all employees providing services for this agreement have passed or will pass criminal background checks through the Department of Healthcare Services Criminal Background Check Unit as required by CCR Title 9, Division 1, Chapter 3.5.
27. **Retention of Records.** Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. Furthermore, County and Contractor acknowledge that Contractor is a private entity that utilizes its own unique processes and methods which comply with state regulations to provide mental health rehabilitation. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes**
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

California Psychiatric Transitions, Inc.

By: _____

Name: Dina Hackett

Title: Vice President

Date signed:

CONTRACTOR:

By: _____

Name: Julia Youga

Title: Chief Financial Officer

Date signed:

COUNTY:

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

By: Sharon D. Sousa, LMFT

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Date signed: 10/24/2024

APPROVED AS TO CONTENT:

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Allen Hiskey

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:


Craig Settemire
Counsel

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and California Psychiatric Transitions, Inc., referred to herein as Business Associate (“BA”), dated January 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement. . The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH

Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

_____ COUNTY INITIALS

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COVERED ENTITY

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

Date: _____

BUSINESS ASSOCIATE

Name Dina Hackett
Title: Vice President
Address: 9226 N. Hinton Ave.
Delhi, CA 95315
Signed: _____

Date: _____

COUNTY INITIALS

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EXHIBIT A - SCOPE OF WORK

DESCRIPTION OF PROGRAM SERVICES CALIFORNIA PSYCHIATRIC TRANSITIONS,

- I. California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). With two on-site psychiatrists and a medical doctor along with a twenty-four (24) hour nursing staff, CPT has the unique ability to render constant and immediate attention. The goal of the programs is to implement a treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant human beings and thus allow their return to less restrictive setting the community.
- II. MHRC Main Program CPT is dedicated to addressing specific psychiatric needs of the mental health community as well as developing self-reliant individuals with good communication and social skills. CPT employs a highly structured daily program that allows both developmental growth and self-reliance. The daily program assists residents with rudimentary skills including activities of daily living and interactive groups. Cognitive sessions focusing on such topics as; anger management, medication awareness and impulse control, provide necessary tools for each resident to realize their potential. The program examines the progress of each resident as it pertains to their needs and gauges their individual success. The program also provides a weekly schedule of group therapy sessions, conducted by the Staff Psychiatrist, the Director of Nursing, Team Leader(s) and staff. These sessions help identify and isolate resident concerns, progress and reoccurring issues and gauge the overall progress of the unit. In addition to group therapy, CPT acknowledges the vital importance of the one-on-one sessions. These sessions, also referred to as "Resident Staffing," are designed to delve further into the root causes of behavior as well as the specific needs of the individual resident, addressing behavioral issues, medication changes and program compliance.

_____COUNTY INITIALS

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III. Disruptive Behavioral Unit The Disruptive Behavioral Unit program mission is to provide individuals an intensive therapeutic program that will focus directly on disruptive behaviors. These behaviors inhibit treatment and have the potential to affect other resident's progress. Placing individuals that are disruptive in one common area allows CPT to formulate and implement specific types of treatment plans designed to identify the stressors that may be causing the disruptive behaviors. This highly structured program creates an atmosphere that minimizes distraction and focuses on recovery. A Board-Certified Psychiatrist conducts monthly 1 on 1 staffing sessions addressing behavioral issues, medication changes and program compliance. The psychiatrist also provides weekly group therapy sessions that gauge the overall progress of the unit. This provides the attention and rehabilitative skills necessary for a quicker recovery. In addition to the high staffing ratio, a twenty-four (24) hour nursing staff provides medications necessary to reduce agitation levels as needed, as well as activity personnel to provide group and leisure activities. A Team Leader and Program Clerk are also assigned to the unit for treatment plan implementation, progress reviews, and quarterly reporting. The behaviors that are deemed severely disruptive and counterproductive to treatment include but are not limited to the following; • AWOL Risk • Assaultive Behavior • Property Damage • Hyper-sexual • Hygienically Inappropriate • Treatment Plan non-compliance Individuals whose symptoms have been stabilized maintain "continuity of care" by being admitted directly to the MHRC main program. A proven track record of success helps reinforce the individual treatment plan, reduce the reoccurrence of disruptive behavior and promote successful rehabilitation.

IV. Diversion Program. The Diversion Program is designed to serve court ordered diversion and Incompetent to Stand Trial Penal Code 1370 (IST 1370) individuals. The individuals in this program have been incarcerated facing misdemeanor charges and are unable to stand trial due to a mental illness or a mental illness with a co-occurring developmental disability. The program goal is to use a structured daily program to allow for competency restoration and diversionary programs by treating these individuals, CPT can assess whether or not an individual is competent to stand trial or is in need of further psychiatric evaluation and treatment. The daily program assists residents with rudimentary skills including activities of daily living and interactive/cognitive groups as well as comprehensive treatment plans designed to address their individual mental health needs. Specific training sessions addressing competency restoration focus on such topics as; an understanding of courtroom proceedings; penalties, charges and

defenses; legal terminology, and various tests used to determine levels of competency. The program examines the progress of each resident as it pertains to their needs and gauges their varying levels of competency and individual successes. Once competency is determined, the individual may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered. We also serve our Murphy's conservatorship clients in this program as well. For these clients we can either try to restore competency or convert their legal hold from a Murphy's to an LSP conservatorship. Converting a Murphy's hold to an LPS requires supervised community access when the treatment team feels the client is ready to enter back into society. This program can take two years to complete.

Admission Policy and Admitting Criteria:

County and Contractor shall work cooperatively to admit clients to Contractor's facility. All admissions shall be subject to the screening procedures and standards mutually agreeable to Contractor and County. The admission of all persons receiving services under this Agreement must receive prior approval of the Director of Behavioral Health or his/her authorized representative.

County will sign and adhere to Contractor's admission agreement for each client placed at Contractor's facility.

Contractor shall admit patients with a DMS V diagnosis. Individuals in need of Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission.

The frequency, scope and severity of these behaviors are determining factors for admission, which are negotiated between County and Contractor for each client admission. The County may grant individual exceptions to the admission criteria.

If Contractor denies an admission, the County's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the County and Contractor may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of Contractor.

It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission. County will sign Contractor's admission agreement and adhere to it for each client the County places at California Psychiatric Transitions.

_____COUNTY INITIALS

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County Liaison, Patient Discharge Planning:

County shall designate a Facility Liaison (e.g., Conservator and/or Public Guardian) who shall be responsible for ongoing contact and consultation with Plumas County patients and facility staff.

Contractor shall keep the County Facility Liaison fully informed of each County patient's progress and shall collaborate in pre-discharge and discharge planning.

The County Facility Liaison shall be responsible for arranging future placement and support deemed necessary for each County Patient to be discharged.

If Contractor's treatment team determines that a County client has exceeded Contractor's level of care, the client is no longer an appropriate for placement, Contractor will immediately notify Plumas County Behavioral Health, who discharge the client within 72 hours.

_____COUNTY INITIALS

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EXHIBIT B - FEE SCHEDULE

California Psychiatric Transitions Rate Table FY 2024-2025

Mental Health Rehabilitation Center- Lanterman-Petris-Short \$502/Day
1:1 Monitoring \$57.00/Hour

Disruptive Behavioral Unit LPS, Incompetent to Stand Trial, Diversion, Murphy \$994/Day
1:1 Monitoring \$57.00/Hour

FORENSIC Incompetent to Stand Trial, Diversion, Murphy \$714/Day
1:1 Monitoring \$57.00/Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in

INVOICING AND PAYMENT:

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

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES

_____COUNTY INITIALS

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PCBH2526CPT

OFFICER OR THEIR DESIGNEE HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION
BY SIGNING CONTRACTOR'S ADMISSION AGREEMENT.

_____ COUNTY INITIALS

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**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign amendment no. one (1) to agreement between Plumas County Counsel and Municipal Resource Group, LLC extending the term through November 21, 2025; no additional general fund; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no. one (1) to agreement between Plumas County Counsel and Municipal Resource Group, LLC extending the term through November 21, 2025; no additional general fund; approved as to form by County Counsel.

Background and Discussion:

The County Counsel's Office and Human Resources wish to amend the agreement for employment investigations with Municipal Resource Group, LLC. (MRG, LLC.) extending the term through November 21, 2025.

Action:

Approve and authorize Chair to sign amendment no. one (1) to agreement between Plumas County Counsel and Municipal Resource Group, LLC extending the term through November 21, 2025; no additional general fund; approved as to form by County Counsel.

Fiscal Impact:

No additional General Fund Impact at this time

Attachments:

1. 4160 FINAL
2. Plumas-MRG Executed Contract 12.18.23

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND MUNICIPAL RESOURCE GROUP, LLC

This First Amendment to Agreement ("Amendment") is made on November 5, 2024, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its County Counsel ("COUNTY"), and Municipal Resource Group, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Municipal Resource Group have entered into a written Agreement dated November 22, 2023, (the "Agreement"), in which Municipal Resource Group agreed to provide investigative services to Plumas County.
 - b. Because the County requires additional investigations the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

Term. The term of this Agreement commences November 22, 2023, and shall remain in effect through November 21, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2023, to the date of approval of this Agreement by the Board of Supervisors.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated November 29, 2023, shall remain unchanged and in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CONTRACTOR:

Municipal Resource Group, LLC

By: _____

Name: Mary Egan

Title: Member/Manager/Managing Partner

Date signed: _____

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed: _____

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

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 County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).
3. Term. The term of this Agreement commences November 22, 2023 and shall remain in effect through November 21, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS

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

COUNTY INITIALS

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CONTRACTOR INITIALS

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

COUNTY INITIALS

CONTRACTOR INITIALS

- 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

 COUNTY INITIALS

- 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:
- County Counsel's Office
520 Main Street, Room 302
Quincy, CA 95971
Attention: Gretchen Stuhr, County Counsel
- Contractor:
- Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693
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.** 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.
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.

_____ COUNTY INITIALS _____

_____ CONTRACTOR INITIALS _____

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

_____ COUNTY INITIALS

_____ CONTRACTOR INITIALS

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

CONTRACTOR:

Municipal Resource Group, LLC

By: Mary Egan
Name: Mary Egan
Title: Member/Manager/Managing Partner
Date signed: 12/18/2023

COUNTY:

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

By: Greg Hagwood
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 12-12-2023

ATTEST:

By: Allen Hiskey
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: 12-12-2023

Approved as to form:

Sara James
Sara James
Deputy County Counsel II

_____ COUNTY INITIALS _____

_____ CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of Plumas County employee(s).

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of \$325.00 per hour for work done in this matter. When appropriate, Contractor uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoices for this matter will include all costs and expenses incurred, in addition to the hourly Fee. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.

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_____ CONTRACTOR INITIALS



**PLUMAS COUNTY
OFFICE OF EMERGENCY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lori Pini, Manager

MEETING DATE: November 5, 2024

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Office of Emergency Services and Foster Morrison Consulting, Ltd. for the development of the Multi-Jursidictional Hazard Mitigation Plan; effective November 5, 2024; not to exceed \$265,000.00; (No General Fund Impact); grant funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Office of Emergency Services and Foster Morrison Consulting, Ltd. for the development of the Multi-Jursidictional Hazard Mitigation Plan; effective November 5, 2024; not to exceed \$265,000.00; (No General Fund Impact); grant funds; approved as to form by County Counsel.

Background and Discussion:

On May 23, 2024, Plumas County was notified by the Governor's Office of Emergency Services (Cal OES) that the Federal Emergency Management Agency (FEMA) approved Plumas County's Hazard Mitigation Grant Program (HMGP) subaward application in the amount of \$249,900.00, in addition to the subaward application being approved for \$83,300 in state funding match under the Prepare CA Match program, and further being awarded \$16,630 in funding for subrecipient management costs, for a total budget of \$349,830.

Plumas County Office of Emergency Services released a Requests for Proposals (RFPs) on August 21, 2024 to update the Board of Supervisors adopted and California Office of Emergency Services (Cal OES) / Federal Emergency Management Agency (FEMA) approved Plumas County Local Hazard Mitigation Plan (October 2020) and the City of Portola Local Hazard Mitigation Plan (June 2019) to a Plumas County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), including Plumas County, City of Portola, Grizzly Lake Community Services District, Indian Valley Community Services District, Plumas-Eureka Community Services District, Chester Public Utility District, and Feather River Resource Conservation District.

The purpose of the MJHMP is to guide multi-jurisdictional hazard mitigation planning and resources to better protect the people and property of the County from the effects of natural hazard events, demonstrating the community's commitment to reducing risks from hazards and serving as a tool to help decision makers direct and support local mitigation projects and activities in the County, City, and partner special districts.

The RFP deadline was September 23, 2024.

County OES received thirteen (13) responses from qualified consultants, as follows: APetrow Consulting's, A-Tech Consulting, Inc., Black & Veatch, Civix, Constant Associates, Inc., Dynamic Planning + Science, Foster Morrison Consulting, IEM, Chloeta, Synergy Disaster Recovery, Tetra Tech, The Resiliency Initiative, and Whitt O'Brien's.

The County's RFP Evaluation Panel included Travis Goings, Plumas County Office of Emergency Services Director, Lori Pini, Plumas County Office of Emergency Services Manager and Tracey Ferguson, Plumas County Planning Director, with oversight by the County's Purchasing Agent, Debra Lucero, County Administrative Officer.

Evaluation of the proposals were performed between September 24, 2024, and October 4, 2024, with five (5) consultants being shortlisted to interview on October 10, 2024, and October 11, 2024, as follows: Black & Veatch, Dynamic Planning + Science, Foster Morrison Consulting, IEM, and Tetra Tech.

The Evaluation Panel individually reviewed and ranked the proposals, interview presentations, and responses to County interview questions based on the criteria and scoring listed in the RFP. A maximum of 200 points total was possible (maximum of 150 points for the proposal and 50 points for the interview).

The Evaluation Panel members provided a score for each respondent on both the submitted qualifications and interview. Those Evaluation Panel scores were then totaled and averaged, to result in a final total proposal score and final total interview score for each respondent, as follows:

1. Foster Morrison Consulting, Ltd – Proposal 133 / Interview 44 – TOTAL 177
2. IEM – Proposal 132 / Interview 39 – TOTAL 171
3. Black & Veatch – Proposal 127 / Interview 42 – TOTAL 169
4. Tetra Tech – Proposal 130 / Interview 39 – TOTAL 169
5. Dynamic Planning + Science – Proposal 126 / Interview 39 – TOTAL 165

Foster Morrison was the preferred consultant based on the Evaluation Panel scoring. The Foster Morrison Team brings a unique understanding of the mitigation planning needs of Plumas County. Foster Morrison was the consultant that developed the 2020 Plumas County Local Hazard Mitigation Plan. Foster Morrison, will be working with subcontractors Howell Consulting and Recovery Risk. Recovery Risk's local presence and experience working in Plumas County provides the project team with a comprehensive knowledge base of Plumas County, including key agencies, stakeholders and public members, as well as an in depth understanding of key hazard issues and challenges facing Plumas County communities.

The Team:

Jeanine Foster, JD - Foster Morrison Project Manager

Chris Morrison, MPA, CFM - Foster Morrison Lead Planner and Technical Editor

Caityln Morrison, Foster Morrison Junior Planner

Alejandro Gutierrez - Foster Morrison GIS Analyst

Brenna Howell - Howell Consulting Planning Process, Risk Assessment & Mitigation Strategy Support, QA/QC

Marty Walters - Recovery Risk Planning Process and Outreach

Kai Walters - Recovery Risk Planning Process and Outreach

The professional Services Agreement in the amount of \$265,000 with Foster Morrison Consulting is approved as to form by County Counsel. No General Fund Impact as funding is coming from the \$349,830 HMGP Cal OES/FEMA grant. The balance of the grant funding (\$84,830) is for County staff time recovery for grant administration and project management of the plan.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Office of Emergency Services and Foster Morrison Consulting, Ltd. for the development of the Multi-Jursidictional Hazard Mitigation Plan; effective November 5, 2024; not to exceed \$265,000.00; (No General Fund Impact); grant funds; approved as to form by County Counsel.

Fiscal Impact:

Grant funded. No fiscal impacts.

Attachments:

1. 4165 FINAL (1)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Office of Emergency Services (hereinafter referred to as "County"), and Foster Morrison Consulting, Ltd., a limited liability company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work and Schedule.** Contractor shall provide the County with timely services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed two hundred and sixty-five thousand and 00/100 Dollars (\$265,000.00).
3. **Term.** The term of this agreement shall be from November 5, 2024, through December 31, 2026, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

- 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.

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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
Office of Emergency Services
1446 E. Main Street
Quincy, California 95971
Attention: Travis Goings, Director

Contractor:

Foster Morrison Consulting, Ltd.
6095 Zang Way
Arvada, CO 80004
Attention: Jeanine Foster, Principal/Senior Project Manager

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS

EXHIBIT B

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:

Foster Morrison Consulting, Ltd., a Limited Liability Company

By: _____

Name: Jeanine Foster, JD

Title: Principal/Senior Project Manager

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:

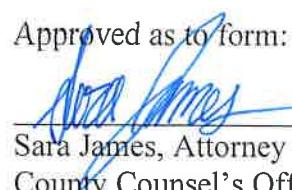
ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Approved as to form:



Sara James, Attorney
County Counsel's Office

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work and Schedule

Foster Morrison, Howell Consulting, and Recovery Risk have combined staff to provide Plumas County with an MJHMP that is tailored to the unique needs of Plumas County and all participating jurisdictions. This section sets forth our project approach and detailed scope of work designed to meet and exceed all of Plumas County's expectations for a FEMA-approved, DMA compliant 2026 MJHMP. The primary purpose of this Plumas County MJHMP project is to guide multi-jurisdictional hazard mitigation planning and resources to better protect the people and property of the County from the effects of natural hazard events, demonstrating the community's commitment to reducing risks from hazards and serving as a tool to help decision makers direct and support local mitigation projects and activities in the County, City, and partner special districts. In addition, a FEMA-approved MJHMP will provide continued eligibility for FEMA pre- and post-disaster mitigation funding, and compliance with AB 2140 will make conforming jurisdictions eligible for consideration for part or most of its local costs on eligible public assistance to be provided by State share funding through the California Disaster Assistance Act.

Project Approach

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage reconstruction, and repeated damage. This Plumas County 2026 MJHMP will be a multi-jurisdictional LHMP that includes Plumas County, the City of Portola, and five special districts, as participating jurisdictions, and is inclusive of all key agencies and stakeholders who wish to participate.

As a Plan Update to two separate LHMPs, this MJHMP, will involve a comprehensive review and update of the existing Plumas County 2020 LHMP and the City of Portola's 2019 LHMP to reflect new data, processes, public and private stakeholders, and resulting mitigation strategies to integrate into a new MJHMP. The MJHMP will also include an assessment of the County and City's success in monitoring and implementing the mitigation strategies from their previous LHMPs. This MJHMP will be developed pursuant to the requirements of DMA 2000, published at 44 CFR 201.6 and associated FEMA guidance, including FEMA's Local Mitigation Planning Policy Guide FP 206-21-0002 effective April 19, 2023, and FEMA's Local Hazard Mitigation Planning Handbook (May 2023), and will meet other current, applicable federal and state requirements. The MJHMP will assess hazards and risks that pose a threat to the County, City and five special districts; identify local resources and capabilities that can assist the participating jurisdictions in the mitigation of hazards; and include a mitigation strategy that will make the Plumas County and all participating jurisdictions more resilient and sustainable. The Foster Morrison Team will conduct all work necessary to provide Plumas County and all participating jurisdictions with a Cal OES/FEMA-approved DMA-compliant MJHMP.

Related California Initiatives

A FEMA-approved MJHMP will maintain the eligibility of the County, City and five participating special districts for FEMA hazard mitigation funding. In addition, this MJHMP will focus on planning for the "whole community" and will address the requirements of the National Flood Insurance Program (NFIP), AB 2140 (General Plan Safety Element Integration), SB 379 (Climate Adaptation), SB 1000 (Environmental Justice), and applicable wildfire planning initiatives. As well, the MJHMP will be aligned with the goals, objectives, and priorities outlined in the 2023 State of California Hazard Mitigation Plan. The 2026 MJHMP will be developed to reflect current conditions, with a focus on hazard risk reduction for Plumas County and all participating jurisdictions in accordance with the requirements and nine tasks.

Related Federal Initiatives – High Hazard Potential Dam (HHPD)

Foster Morrison understands that the County wishes to incorporate the HHPD requirements into the LHMP to address HHPD risks and to include mitigations measures designed to reduce dam vulnerabilities, with the objective of becoming an eligible subapplicant for FEMA's Rehabilitation of HHPD Grant program. As detailed in FEMA policy 104-008-7, in order to apply for and receive grant funding under the HHPD grant program, the applicant must be eligible, the dam must be eligible, and the proposed project must be eligible. Base eligibility requirements include: the dam must be a non-federal dam that (i) is located in a state with a state dam safety program; (ii) is classified as an eligible "high hazard potential" by the state dam safety program in which the dam is located; (iii) has an EAP approved by the relevant state dam safety agency; and (iv) the state in which the dam is located determines (that the dam) (1) fails to meet minimum dam safety standards of the state; and (2) poses an unacceptable risk to the public. Foster Morrison will work with the County and participating jurisdictions to determine the extent to which these eligibility requirements can be met and how to qualify eligible subapplicants, dams of concern, and potential dam projects as part of this 2024 MJHMP.

Scope of Work

The scope of work will involve completion of all background and technical work to support a comprehensive hazard risk assessment; coordinating with County, City, and special district staff; conducting public outreach and facilitating the planning process; formulating and facilitating the updated mitigation strategy; and providing all deliverables necessary to comply with state and federal mitigation planning regulations and guidance resulting in a DMA compliant and FEMA-approved MJHMP.

Project Management and Administration

Foster Morrison will provide the project management and technical and administrative services to support the Plan development process, including scheduling and facilitating the work of the Hazard Mitigation Planning Team (HMPT) and public and private stakeholders, as described in this scope of work. This will include communications, coordination meetings, and progress reports pertaining to the work, budget, and schedule. Regular communication and close coordination with Plumas County Office of Emergency Services (County OES), as project lead and the HMPT, comprised of representatives from the participating jurisdictions and other stakeholders, will be paramount to the successful and timely completion of this MJHMP.

Project Meetings

The following formal project meetings are included in this scope of work: 1 kickoff and 5 hazard mitigation planning team (HMPT) meetings, 3 community workshops, and 7 adoptions meetings, as needed. These meetings are discussed further within each of the Tasks they are aligned with, with meeting costs included in Task 7. The 6 HMPT and 3 community workshops proposed for this project have been scheduled as in-person meetings and can include a virtual option. The Foster Morrison Team will support the 7 adoption meetings through a combination of in-person (by local Team members) and virtual attendance as may be required.

Note: Foster Morrison's primary HMPT meetings generally include 5 meetings that adequately address the required FEMA elements of the updated DMA planning process and to facilitate a successful plan development process. Thus, the 6th HMPT meeting purpose and content will be set during the planning process, based on determination by the County and Foster Morrison as to how to maximize project input and benefits for this MJHMP Project. This meeting, referred to as a "Floating" HMPT meeting (#6), may be in-person, virtual, or hybrid and will be scheduled in conjunction with the risk assessment or mitigation strategy tasks.

As well additional project support meetings will occur as needed through a variety of mechanisms. This will include interviews, data collection calls and emails, one-on-one meetings with participating jurisdictions to assist with Annex development, and meetings with other agency stakeholders as may be necessary for completion of the project. It is assumed that these efforts will be done in person during the same timeframes as the formal meetings and/or conducted via phone, emails, and web-based meetings throughout the Plan development process.

Task 1: The Planning Process (Kick-Off/Establish Team)

Hazard mitigation planning is the process through which hazards that threaten communities are identified, risk and vulnerabilities to hazards determined, mitigation goals set, and appropriate mitigation strategies identified and prioritized to decrease vulnerability and increase resiliency and sustainability in the community.

Following a Notice to Proceed (NTP) and as part of organizing resources and pre-planning for this project, Plumas County OES and Foster Morrison will hold a conference call to review the project scope and schedule, discuss planning team participation and public outreach efforts, identify initial data sources and contacts, start initial data collection efforts, and plan the project kickoff meeting.

Hazard Mitigation Planning Team

A coordinated, engaged HMPT comprised of key community stakeholders is critical to a successful mitigation planning process and resulting MJHMP. The planning committees created for the Plumas County 2020 LHMP and the City of Portola 2019 LHMP will be used to form the basis of the new HMPT. Additional representatives from the County, City, districts, tribes, and other agencies and public and private stakeholders with an interest in hazards planning in the Plumas County will also be invited to participate in the MJHMP development process through membership on the HMPT. In addition to jurisdictional and agency participation, planning team members may include residents, community leaders, business owners, and other public or private entities to provide for a representative cross-section of the community. The makeup of the HMPT will utilize the "whole community" approach as required by the new LHMP guidance. The intent of the HMPT is to be all-inclusive to ensure all governmental and non-governmental entities and public and private stakeholders have a solid understanding and input into the MJHMP development process. Foster Morrison will facilitate

the work of the HMPT with leadership and support provided by County OES. The overall planning process will be open to the public and participation will be encouraged.

Jurisdictional Participation

Each jurisdiction seeking FEMA-approval of this 2026 MJHMP will be required to participate in the MJHMP development process as set forth by DMA and CRS regulations and guidance. It is assumed that Plumas County, the City of Portola, and five identified special districts will be participating jurisdictions, and will be required to comply with the following participation elements to receive FEMA Plan approval:

- Provide input to the HMPT and coordinating communications among the stakeholder groups
- Provide representation on the HMPT, attend meetings, and participate in the planning process
- Assist in providing data and identifying the unique risks and how the risk differs across the planning area
- Identify and provide details on mitigation actions/projects for their jurisdiction
- Distribute, review and comment on the draft Plan(s)
- Coordinate the HMPT meetings and public outreach process for their public
- Formally adopt the MJHMP Update and manage the implementation of the resulting mitigation strategy

All other jurisdictions and public and private stakeholders will be asked to support the planning process through representation on the HMPT; providing data and input for the updated risk assessment and mitigation strategy; and reviewing Plan drafts prior to finalization and submittal to Cal OES and FEMA.

Kickoff Meeting

At the beginning of the process, a kickoff meeting of the HMPT will be held to present information on the hazard mitigation planning regulations and guidance, jurisdictional participation requirements, and project scope and schedule. This meeting will include a review and update of the hazards identified from the previous LHMPs. Agency coordination and an initial strategy for public outreach will also be discussed during the kickoff meeting.

Coordinate with Other Agencies

DMA regulations require that the mitigation planning process include other organizations, agencies, and key stakeholders. Representatives from local, state, and federal agencies and organizations with significant interests in the community, hazards, and/or mitigation will be invited to join the HMPT and be invited to participate in the MJHMP development process.

Data Collection and Review

Foster Morrison staff will work closely with Plumas County, participating jurisdictions, and the HMPT to identify key resources and data to support the MJHMP. In accordance with DMA standards, the MJHMP will utilize best available data as pertaining to identified hazards of concern, risks, vulnerabilities, community assets and critical facilities, and existing jurisdictional mitigation capabilities. The most current GIS datasets and assessor data will also be collected to support the risk analysis for the updated risk assessment.

Coordination (and Integration) with Other Planning Efforts

Also integral to the DMA planning process is the coordination and integration with other community planning mechanisms as well as with other data and information from stakeholders and agencies. Foster Morrison will work with the County, participating jurisdictions, and the HMPT to identify and review existing plans, programs, and policies from general plans, emergency operations plans, emergency response plans, community wildfire protection plans (CWPPs), floodplain management plans, watershed plans, stormwater master plans, capital improvement program planning, and other relevant documents. These plans will be evaluated for effectiveness and integrated into this MJHMP as appropriate. In addition, past and ongoing integration efforts of the County's 2020 and Portola's 2019 LHMPs into other community planning efforts will be identified and described in this MJHMP as required by DMA. Also, as part of this task, Foster Morrison will work to ensure that this MJHMP is aligned with the goals, objectives, and priorities of the 2023 State of California Hazard Mitigation Plan.

Deliverables

- ✓ Initial project conference call
- ✓ Recommendations for formation of HMPT, including agency stakeholders and the public
- ✓ Draft of written invitations to MJHMP participants, HMPT, and other public and community stakeholders
- ✓ Project kickoff meetings (HMPT Meeting #1 – held in conjunction with community workshop #1)
- ✓ Identification, coordination (and documentation) with other agencies, organizations, and stakeholders

- ✓ Identification, collection, and review of relevant data
- ✓ Coordination, integration, and documentation with existing planning mechanisms
- ✓ Assessment and documentation of past integration efforts of the County's/City's 2020/2019 LHMPs

Task 2: Hazard Identification (Identification Planning Area and Potential Hazards)

The hazard identification task will include defining the multi-jurisdictional planning area boundaries, completing the capability assessments, reviewing National Flood Insurance Program (NFIP) Information, and identifying and profiling natural hazards that could impact the multi-jurisdictional planning area. Note, the multi-jurisdictional planning area will encompass the geographical boundaries of all participating jurisdictions.

The first step in assessing the hazard is to identify and profile hazards as they affect the multi-jurisdictional planning area. Factors such as frequency and magnitude of past hazard occurrences, the likelihood of future occurrences, and the potential for devastating losses from a given hazard event will be considered when developing the list of hazards for this MJHMP. This will include an evaluation of the hazard history and potential for the multi-jurisdictional planning area to be affected by various hazards, starting with the hazards identified in the current Plumas County 2020 and City of Portola 2019 LHMPs, as well as in existing plans, studies, and data available from local, state, and federal sources. The 2023 State of California Hazard Mitigation Plan will also be reviewed for their current list of hazards. The end result will be an updated list of hazards of concern to the multi-jurisdictional planning area and all participating jurisdictions.

Capability Assessment

Foster Morrison will conduct a local capability assessment to identify and update existing technical, financial, human resource, and other mitigation capabilities of the multi-jurisdictional planning area, and specific to each participating jurisdiction. An assessment of the NFIP programs for the County and City will also be included. By collecting information about existing programs, policies, plans, and regulations as they relate to hazard mitigation, Plumas County, the participating jurisdictions, and the HMPT can assess those activities and measures already in place that mitigate risk and vulnerability to identified hazards. Understanding what capabilities are in place and how well they are working will better inform the community on capability enhancements as part of the updated mitigation strategy for this MJHMP. Capabilities will be focused on those designed to reduce long-term vulnerability through alignment with core mitigation capabilities and include those capabilities detailing: planning and regulatory, administrative and technical, financial, and education and outreach and will include documenting mitigation actions implemented since the 2020 and 2019 LHMPs.

Deliverables

- ✓ Defining the multi-jurisdictional planning area
- ✓ Updated list of hazards for the MJHMP and all participating jurisdictions
- ✓ NFIP Integration for County and City; Capability assessment for all participating jurisdictions

Task 3: Risk Assessment (Risk and Vulnerability Assessment)

The risk assessment is the process of measuring the potential impact to life, property, the environment, other key community assets, and the economy resulting from identified hazards of concern. Natural hazards of concern will be addressed in an updated risk assessment to determine quantitative and qualitative vulnerabilities of each participating jurisdiction, depending on best available data. The results of the risk assessment allow for a better understanding of the impacts of hazards to each participating jurisdiction and provides a foundation in which to direct resources to the areas of greatest vulnerability through the development and prioritization of mitigation actions to reduce damages from future natural hazard events and disasters. As part of the updated risk assessment, in compliance with SB 379, an evaluation of climate change and its effects on identified hazards will be included and will consider the current and future effects of climate change. The results of the risk assessment will be presented at HMPT Meeting #2 and Community Workshop #2.

Hazard Profiles

Once an updated hazard list has been determined, recent hazard events that occurred since the 2020 and 2019 LHMPs for the County and City (respectively) will be added and an updated and new profile for each hazard will be developed. A more comprehensive hazard history will be established for each of the new participating special districts. The hazard profile will include: a description of the hazard and its location and extent; severity and magnitude of the hazard; potential impacts; previous occurrences; hazard frequency, duration, speed of onset, and recurrence interval (probability of future events). Climate change issues will also be addressed to the extent they affect or exacerbate identified hazards.

Once the Hazard identification and profiles have been completed, a risk and vulnerability assessment will be conducted to determine the vulnerability of the multi-jurisdictional planning area and all participating jurisdictions to identified hazards and will illustrate through existing and updated hazard maps, tables, and other methods how the risk and vulnerability

varies across the planning area. Each participating jurisdiction will have an opportunity to identify and highlight those hazards of significance to their jurisdictional boundaries. Selected methodologies will include utilizing various loss estimation tools such as GIS mapping and analysis and Hazus runs to assist in quantifying and portraying the risk from identified hazards to support mitigation strategy development and future community planning decisions.

Identify and Inventory Assets

The risk and vulnerability assessment is designed to evaluate and quantify, where possible, potential hazard-related losses to the multi-jurisdictional planning area and all participating jurisdictions. Critical to this analysis is conducting an inventory of key community assets. Federal, state, local, and community GIS resources, Plumas County Assessor's data, and other best available data will be used to develop a comprehensive inventory of assets specific to each participating jurisdiction and located in identified hazard areas which will be displayed in area maps and tables as data permits. This includes: National Flood Hazard Layer maps; other state level mapping such as California DWR Best Available Maps and CAL FIRE data; and maps and data from locally developed plans. It is important to note the goal of using best available existing data where feasible. Foster Morrison will work with the County, participating jurisdictions, and HMPT to identify existing County, City, special district, and regional data and analyses. General Plans, U.S. Census data, disadvantaged community data, and other sources will be reviewed to for potential inclusion into the vulnerability assessment. To the extent supported by available data, the following elements will be addressed:

- Number, types (property use), and values of existing parcels and buildings in the multi-jurisdictional planning area, and by jurisdiction, and in mapped hazard areas, based on local GIS and County Assessor data
- Assessment of general and at-risk populations including vulnerable and underserved populations
- Repetitive flood loss and severe repetitive loss properties
- Critical facilities, infrastructure, utilities, and services
- Estimates of potential dollar losses per hazard utilizing Hazus and GIS
- Natural, cultural, and historic resources at risk, including natural and beneficial functions
- Impacts to lifeline systems, economic assets and community activities of value
- Land use, development trends, and future development in the planning area and in identified hazard areas
- Development occurring since the last LHMPs in total and in identified hazard areas

Estimate Potential Losses

Once the hazards and assets have been identified, profiled, and located, Foster Morrison will utilize established loss modeling techniques to estimate potential losses for priority hazards. For common hazards, such as earthquake, flood, and wildfire, Foster Morrison can make use of methods from past work, from GIS overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically Hazus and other recognized methodologies. For hazards with insufficient data or tools for identifying vulnerable assets and estimating losses, other methods will be used to identify those geographical areas and assets most at risk.

Hazus

The Foster Morrison Team will utilize Hazus 6.1 to conduct Level 2 Hazus analysis utilizing local inventories of buildings, essential facilities and infrastructure and population data; to the extent data is readily available from the County, City, and other participating jurisdictions. Incorporating detailed local data can provide for more accurate and applicable loss estimates specific to the multi-jurisdictional planning area. It should be noted that most all of the additional effort in utilizing the advanced Level 2 Hazus methodology is involved in the customization of the data within the Hazus inventory database, not in conducting the Hazus runs. The Hazus analysis will focus on the earthquake hazard. If data is insufficient for a Level 2 analyses, a Level 1 Hazus analyses will be performed.

Once the Hazus Earthquake Module has been populated with available local data, the Hazus analysis will be conducted utilizing a variety of Hazus runs or scenarios. Based on familiarity with the area and an initial review of regional data, it is assumed that the Hazus scenarios will focus on the Honey Lake Fault and other possible faults identified during the Risk Assessment task. A final determination of Hazus scenarios will be established upon further review of regional earthquake data, available local inventory data, and input from the County, participating jurisdictions, and the HMPT. This task assumes up to 3 Hazus scenarios will be conducted for the project.

Once Hazus runs are complete and final scenarios selected, Hazus reports will be developed for each scenario utilizing the reporting tool in the Earthquake Module. In addition, shake maps and damage maps will be prepared for each scenario to illustrate the location of areas and assets most affected by each scenario within the multi-jurisdictional planning area.

Analyze Development Trends

DMA planning requires an analysis of the existing built environment and future development relative to potential hazard impacts. Understanding the current land use, zoning, development trends, and future development plans and trends within a community is a key component of the risk assessment and in identifying risk reduction measures. This will include identification and mapping of existing and proposed land uses and areas identified for future development to better understand the impacts of hazards on certain land uses within Plumas County, the City of Portola, and the five special districts. The results of this assessment will provide all participating jurisdictions with critical information for developing a sound, forward-thinking mitigation strategy as well as determining where and how to grow in the future.

Hazard Prioritization

Following completion of the risk assessment, Foster Morrison will work with Plumas County, the participating jurisdictions, and the HMPT to prioritize hazards of significance based on high, medium, and low risk factors and specific to each participating jurisdiction. This final prioritization process is an important element in Plan development as it allows the County and participating jurisdictions to focus resources on significant hazards to the community, resulting in a more focused, achievable mitigation strategy for the Plan.

Deliverables

- ✓ Development of MJHMP Risk Assessment including Hazard Profiles and Vulnerability Assessment
- ✓ GIS (Local and Assessor Data) and Hazus Level 2 or 1 analyses (as data permits)
- ✓ Maps and tables of hazard areas, community assets, loss estimates and vulnerability analysis
- ✓ Prioritization of identified hazards
- ✓ Presentation of risk assessment data at HMPT Meeting #2 and Community Workshop #2

Task 4: Mitigation Strategy (Goals and Strategy Development)

The mitigation strategy is ultimately the most important part of the Plan. While the risk assessment defines the risk and vulnerability of the planning area, the mitigation strategy contains the mitigation goals and mitigation action items and projects that will be implemented over the five-year life of this MJHMP to reduce hazard-related losses, make the community more disaster resilient, and to better recover when disasters do occur. Utilizing the risk assessment, including the potential hazard risks, impacts, and vulnerabilities of the multi-jurisdictional planning area, mitigation goals and objectives and mitigation action items will be established for each participating jurisdiction. Collectively, this will comprise the MJHMP 2026 Mitigation Strategy.

Concurrent with the mitigation strategy development phase, as described in Task 5 and 6, Foster Morrison will develop a complete draft of the 2026 MJHMP that will: document the mitigation planning process; document the results of the updated risk assessment; detail plan goals and objectives; and identify and prioritize mitigation actions designed to reduce losses and minimize the effects of hazards on the multi-jurisdictional planning area and to each participating jurisdiction.

Establish MJHMP Mitigation Goals

Using the results of the risk assessment, Foster Morrison will work with the County, participating jurisdictions, and HMPT to establish Plan goals and objectives for the MJHMP. The goals and objectives will reflect the participating jurisdictions' long-term vision to reduce the risk to people and property within the multi-jurisdictional planning area and will focus on enhancing overall mitigation capabilities.

As a starting point, goals and objectives from the existing Plumas County 2020 and the City of Portola 2019 LHMPs will be reviewed and analyzed for applicability and effectiveness. Goals and objectives from other County, City, participating special districts, and regional plans and policies (e.g., General Plans, strategic plans, flood/watershed/stormwater plans, CWPPs), as well as state plans and policies (such as 2023 California Hazard Mitigation Plan), will be compiled and analyzed to ensure consistency with existing programs and the goals and objectives established for this MJHMP. Plan goals and objectives will be reviewed, vetted, and updated during HMPT Meeting #3.

Review Possible Activities: Identify and Analyze Mitigation Measures

Once Plan goals and objectives have been updated for the multi-jurisdictional planning area, Foster Morrison will work with Plumas County, the participating jurisdictions, and the HMPT to identify, analyze, and prioritize updated mitigation actions and projects designed to reduce hazard impacts and losses to make the planning area more resilient to future disasters and to meet the goals of this MJHMP.

The existing mitigation actions from the 2020 County and 2019 City LHMPs will be evaluated for progress and to determine if they are still valid for inclusion in this MJHMP. As well, new mitigation actions will be identified by the County, the participating jurisdictions, and the HMPT for inclusion in the MJHMP mitigation strategy. The review and

assessment of mitigation actions and projects will occur at HMPT Meeting #4, where a comprehensive range of potential mitigation actions will be identified for each priority hazard for each jurisdiction. Identified mitigation projects will address the effects of hazards on future development and new structures as well as on existing buildings and infrastructure. Given the flood hazards in the multi-jurisdictional planning area, an emphasis will be placed on continued compliance with the NFIP as required by FEMA. In developing mitigation alternatives, this Plan will adhere to the model of mitigation activities promoted by DMA and CRS, which classifies mitigation measures into the following six categories: Prevention, Property Protection, Emergency Services, Structural Projects, Natural Resource Protection, and Public Information Programs.

The updated mitigation strategy will be developed utilizing the updated risk assessment and risk reduction measures identified through this planning process as well as from other recent and ongoing planning efforts. Close coordination and consideration of these other planning efforts and studies will be critical to the development and implementation of a successful mitigation strategy moving forward. Mitigation actions will be developed that are both reasonable and achievable and designed to enhance in the County's, City's and five special districts' existing business practices and activities identified during the capability assessment. Also included in this task, as part of the mitigation implementation strategy developed for each mitigation action, this element will address how the hazard mitigation efforts can be incorporated and implemented into local planning mechanisms.

Mitigation Strategy Prioritization

The prioritization process for the mitigation strategy will involve using a set of criteria, a “scoring” system, for prioritizing potential mitigation actions and projects to ensure that they: are reasonable and achievable; reflect the priorities of the multi-jurisdictional planning area and all participating jurisdictions; and are based on the updated risk assessment. Fundamental to the prioritization process for mitigation measures are key factors such as life, property, health, and safety protection, as well as qualitative cost benefit considerations and the availability of FEMA or other funding sources for any given project. The STAPLEE approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach evaluates the following criteria: Social, Technical, Administrative, Political, Legal, Economic, and Environmental.

Draft an Action Plan: Mitigation Implementation Strategy

Upon finalization of goals and objectives and mitigation actions and projects, Foster Morrison will work with all participating jurisdictions to develop priority actions and an implementation strategy for inclusion in the Mitigation Strategy portion of the Plan. This will include information on the project need, a description of the proposed project, alternative actions considered, benefit-cost considerations, possible funding sources, project timeline, and responsible agency. The implementation strategy will also include recommendations for implementation and integration with other planning efforts and programs specific to each jurisdiction and the MJHMP planning area as a whole. The end result will be a mitigation action strategy of prioritized projects for the Plumas County 2026 MJHMP.

Deliverables

- ✓ Review of Plan goals and objectives from previous LHMPs and other community plans and programs
- ✓ Finalized list of MJHMP goals and objectives
- ✓ Facilitation and identification of mitigation action alternatives for priority hazards specific to each participating jurisdiction
- ✓ Facilitation of goals and objectives and mitigation action/project identification and prioritization at HMPT Meetings #3 and #4 (held during same timeframe)
- ✓ Development of implementation strategy and compilation of Mitigation Action Worksheets completed by participating jurisdictions
- ✓ Updated risk assessment section of the Plan, including hazard identification and profiles, vulnerability assessment, and capability assessment and draft of mitigation implementation strategy portion of the Plan

Task 5: Plan Preparation (Preparing the MJHMP)

Using local, state, and federal guidance to ensure that all DMA requirements are met, a complete first draft of the MJHMP will be prepared. This will result in a comprehensive MJHMP that presents relevant data and includes a community profile/demographics, planning process, risk assessment, mitigation strategy implementation plan, and procedures for plan maintenance. The multi-jurisdictional planning area and unincorporated Plumas County will be addressed in the Base Plan; Annexes will be prepared for all additional participating jurisdictions. Mitigation successes and the status of past mitigation actions from the existing LHMPs will also be documented and highlighted to show the County's and City's continued commitment to mitigation.

Document the Mitigation Planning Process

The Plan development process will be thoroughly documented, including the evaluation of risks and vulnerability of hazards to the multi-jurisdictional planning area and the process used to identify, analyze, and prioritize the mitigation strategy. A separate planning process chapter will be developed to document the Plan development process, which will include establishing a record of meetings and participation. This chapter will also detail coordination with other agencies and integration with other planning mechanisms as well as the process that will be used to implement and maintain the MJHMP. A detailed description of the public outreach and strategies implemented for this MJHMP will be included and thoroughly documented. A separate planning process appendix will also be developed to provide supporting documentation to the process to meet all DMA planning process documentation requirements.

Plan Maintenance Process

Foster Morrison will work with the County, City, and five special districts to determine an updated method and schedule for monitoring and evaluating the 2026 Plumas County MJHMP. The Plan maintenance requirements will address DMA requirements and will include:

- A method and schedule of monitoring and evaluating the Plan, which includes criteria used, responsible office, and process for formal five-year update
- A process by which the Plan will be incorporated into other existing planning mechanisms and requirements
- A schedule with procedures for ensuring the Plan's implementation and update within five years
- A discussion of how the County, City, five special districts, and HMPT will continue to involve the public in the LHMP maintenance and update process

Draft Plan Development and Review Process

A complete first (administrative) draft of the MJHMP will be provided to the County, the participating jurisdictions, and the HMPT for review and comment. Comments will be incorporated into a second public review draft and distributed to the stakeholders and the public for review and comment as described in Task 6.

Deliverables

- ✓ Development and documentation of the mitigation planning process chapter
- ✓ Development of a planning process appendix to meet DMA documentation requirements
- ✓ Development of implementation, monitoring, and update process to be included in the MJHMP
- ✓ Development of the Base Plan with appendices and annexes for participating jurisdictions
- ✓ First (administrative) draft of the MJHMP for review by all participating jurisdictions and HMPT

Task 6: Plan Drafting (Drafting the MJHMP)

Once comments have been received on the first administrative draft MJHMP, a second public review draft MJHMP will be developed and published on the County's MJHMP webpage and made available in hard copy at County OES for public review and comment. County, City, and special district outreach mechanisms, such as websites, e-newsletters, social media, project flyers, and other public outreach mechanisms, will be used to advertise the public review and comment process, as described further in Task 7, Public Outreach. A press release will also be developed advertising the review timeframe and process for the MJHMP Public Review Draft.

A community workshop (Community Workshop #3) will be held to solicit comments on the public review draft prior to finalization and submittal to Cal OES/FEMA as described in Task 7. A final HMPT meeting, HMPT Meeting #5, will be held to discuss any public comments and final input into the Plan document prior to agency submittal. Public comments will be collected, and a comment response document will be prepared on plan drafts for inclusion in the draft MJHMPs. Based on feedback from the community workshops and final input during HMPT Meeting #5, a third (agency) draft will be developed for submittal to Cal OES and FEMA for review and approval.

Deliverables

- ✓ Second, public review draft of the MJHMP for public and stakeholder review
- ✓ Development of outreach materials and facilitation of MJHMP outreach efforts for the public review draft
- ✓ Facilitation of HMPT Meeting #5 and Community Workshop #3 on the public review draft MJHMP (held during the same timeframe)
- ✓ Collection and integration of public comments and development of a comment-response summary
- ✓ Preparation of third (agency) draft for Cal OES and FEMA submission

Task 7: Public Outreach/Meetings/Public Hearings

Foster Morrison will work together with Plumas County OES, participating jurisdictions, and the HMPT to plan and execute a public information outreach strategy to ensure an effective public involvement process. Public involvement and outreach efforts will be designed to educate the public and build consensus on identified risks and vulnerability to hazards and the hazard mitigation planning process in the multi-jurisdictional planning area.

Public outreach activities will: leverage best practice community outreach mechanisms where available and will include publicizing the activities of the HMPT through the County's, City's, and five special districts' websites, development of e-blasts, social media posts, bulletin board flyers, and press releases to local media outlets. Emails and phone calls will also be used to engage and invite the public to participate in the plan development process and to comment on the plan drafts. As desired, an online survey may be developed for inclusion on the MJHMP website. Plumas County OES and all participating jurisdictions will also provide outreach on the MJHMP, as feasible, through their participation at various local emergency management and community meetings.

Public Outreach and Planning for the Whole Community

The Foster Morrison Team will work with the County, the City, five participating special districts, and the HMPT to plan and execute a public outreach strategy utilizing the "Whole Community" approach to ensure an effective, inclusive, and equitable public engagement process. This will include working with faith-based and other community organizations to assist in identifying socially vulnerable and underserved populations within the multi-jurisdictional planning area and specific to each participating jurisdiction as required by FEMA guidance. Vulnerable populations will include the elderly and aging, community members with access and functional needs, community members who speak English as a second language, and others who may be disproportionately affected by natural hazard events and disasters. An inclusive planning process allows for a better understanding of all community issues and concerns and how to integrate equity into the MJHMP to better meet the needs of these underserved and socially vulnerable areas and groups.

Community Workshops

The public outreach process will focus on soliciting input from the public to better inform the MJHMP Update at key intervals throughout the planning process and prior to submittal to Cal OES/FEMA. In addition to the public outreach activities described above, three community workshops will be held for this MJHMP. An early community workshop #1 will be held at the beginning of the planning process to introduce the community to the MJHMP development process and how to get involved. A second community workshop #2 will be held during the risk assessment/mitigation strategy phase to obtain input on the hazard issues and possible risk reduction measures in the planning area. A third community workshop #3 will also be held at the end of the planning process to solicit comments on the draft MJHMP prior to submittal to Cal OES/FEMA.

Note: Additional details of the 6 HMPT meetings and 7 adoption meetings summarized in this Public Outreach Task are further discussed in Task 1 and Task 8 respectively. Costs associated with all meetings are reflected in this task.

Documenting the Public Outreach Process

As detailed in Tasks 5 and 6, the Foster Morrison Team, in collaboration with all participating jurisdictions and the HMPT, will be responsible for documentation of public participation and supporting outreach for inclusion in the MJHMP. The local planning partners will be instrumental in encouraging and nurturing robust community and stakeholder engagement. In addition, Foster Morrison will work closely with the County and local planning partners on additional requirements that may be necessary to best accommodate the unique needs of vulnerable and underserved populations in the mitigation planning process.

Deliverables

- ✓ Public Information Outreach Strategy
- ✓ Drafts of website, press releases, flyers, e-blast, social media outreach, survey, etc.
- ✓ Community workshops (3 held during the same time frame as HMPT Meetings #1, #2, and #5)

Task 8: Plan Adoption

The third (agency) draft will be submitted to Cal OES and FEMA for review and approval. Based on agency reviews, any requested changes to the MJHMP will be made in a timely manner, and a master electronic copy of the MJHMP will be developed to assist with community adoptions.

Note: The typical agency review process involves an initial review by Cal OES and once determined by Cal OES to meet DMA requirements for an approved MJHMP, Cal OES forwards the document to FEMA for their review and ultimate

approval. It is FEMA that issues any Approvable Pending Adoption (APA) letters upon which the MJHMP is now eligible for jurisdictional adoptions. However, new guidance does allow for adoptions to occur prior to an APA status, with the caveat that if any material changes are required, the jurisdictions would then be required to re-adopt the final Plan. Barring unique circumstances, Foster Morrison recommends that both Cal OES and FEMA conclude their reviews with FEMA issuing the APA letter – prior to any jurisdictional adoptions. Thus, this scope follows the latter approach but can be modified to reflect the needs of Plumas County and participating jurisdictions.

Foster Morrison will lead this agency review process and work with Cal OES and FEMA to ensure that the MJHMP Update receives approval from Cal OES and FEMA for formal adoption by Plumas County, the City of Portola, and the five participating special districts.

Jurisdictional Adoptions

Once the MJHMP receives FEMA's APA status letter, the Foster Morrison Team will provide the agency approved draft to the County, City, and five participating special districts to assist with jurisdictional adoptions. This will include the development of PowerPoints and other materials needed to present the plan jurisdictional adoptions and approvals. As part of the adoption process, Foster Morrison will provide input to the County and City with the adoption and incorporation of the MJHMP by reference into the Safety element of the General Plan(s) in accordance with AB 2140. This task includes adoption meeting support at the Plumas County Board of Supervisor's adoption meeting, the City of Portola City Council adoption meeting, and at the Board adoption meetings for the five special districts, as needed.

Upon adoption by participating jurisdictions, the County will submit the adoption documentation (i.e., executed resolutions) to Cal OES/FEMA with a formal submittal letter(s) to FEMA requesting final Plan approval.

Deliverables

- ✓ Submittal of third (agency) draft for Cal OES and FEMA review
- ✓ Preparation of Cal OES/FEMA Plan review tool, including multi-jurisdictional review tools
- ✓ Final agency approved MJHMP provided for formal adoptions
- ✓ Adoption documentation and attendance and presentations at the adoption meetings, as needed

Task 9: Project Closeout

Once final FEMA approval is received, a copy of the approval letter will be incorporated into the final MJHMP along with adoption resolutions and a final electronic master of the MJHMP Update will be provided to the County, City, and participating special districts.

As part of the project closeout, Foster Morrison will work with the County on HMGP grant close out requirements for submittal to Cal OES and FEMA, including final invoicing, final progress reports, and close out reports.

Deliverables

- ✓ Final Plan delivery to Plumas County, City of Portola, and five participating special districts
- ✓ Project close out support for HMGP grant

Schedule

The schedule, including key milestones and HMPT and community workshops in bold, is included below in Table 1.

Table 1 Plumas County LHMP Update Schedule (2024-2026)

Phase/Task	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Task 1: The Planning Process																							
HMPT* #1 – Kickoff/Cmmty. Wrkshp. #1																							
Task 2: Hazard Identification																							
Task 3: Risk Assessment																							
HMPT #2 – Risk Assess/Cmmty. Wrkshp. #2																							
“Floating” HMPT Mtg. (i.e., #6) (Tentative)																							
Task 4: Mitigation Strategy																							
HMPT #3 & 4 – Mitigation Strategy Mtgs.																							
Task 5: Plan Preparation																							
First (administrative) Draft to County/HMPT																							
County/HMPT Review & Comments to FM																							
Task 6: Plan Drafting																							
Second (Public Review) Draft Plan to County																							
Public Review and all Final Comments																							
HMPT #5 – Final Mtg./Cmmty. Wrkshp. #3																							
Third (agency) Draft																							
Task 7: Public Outreach/Meetings/Public Hearings																							
Task 8: Plan Adoption																							
MJHMP Submittal to Cal OES/FEMA																							
Cal OES/FEMA Review and Approval																							
Final FEMA Approval and LHMP adoptions																							
Task 9: Project Closeout																							

EXHIBIT B

Budget and Fee Schedule

Foster Morrison will execute the scope of work on a time and materials bases not to exceed \$265,000 as detailed below. Execution of the scope of services within the fee will meet Plumas County's expectations to provide the County, the City, and five participating special districts with a DMA compliant, FEMA-approved 2026 MJHMP.

Table 2 provides a summary of fees broken out by project phase and task and includes all labor and direct costs. Direct costs include all reimbursable expenses such as travel and materials. Assumptions used in development of project costs are also identified.

Table 2 Plumas County LHMP Update Cost Summary

Description (by Project Task)	Labor Costs	Direct Costs	Total Costs
Task 1: The Planning Process	\$59,440.00	\$560.00	\$60,000.00
Task 2: Hazard Identification	\$29,840.00	\$160.00	\$30,000.00
Task 3: Risk Assessment	\$26,880.00	\$120.00	\$27,000.00
Task 4: Mitigation Strategy	\$29,890.00	\$110.00	\$30,000.00
Task 5: Plan Preparation	\$29,840.00	\$160.00	\$30,000.00
Task 6: Plan Drafting	\$29,880.00	\$120.00	\$30,000.00
Task 7: Public Outreach/Meetings/Public Hearings	\$28,480.00	\$16,520.00	\$45,000.00
Task 8: Plan Adoption	\$4,380.00	\$120.00	\$4,500.00
Task 9: Project Closeout	\$5,850.00	\$2,650.00	\$8,500.00
LHMP Update: Total Estimated Costs	\$244,480.00	\$20,520.00	\$265,000.00

Table 3 provides a fee schedule for the Foster Morrison Team and includes staff rates by title and costs associated with direct expenses.

Table 3 Foster Morrison Team Fee Schedule

Staff	Title	Billing Rate
Jeanine Foster	Project Manager	\$150.00
Chris Morrison	Lead Planner	\$125.00
Caitlyn Morrison	Junior Planner	\$75.00
Alejandro Gutierrez	GIS Analyst	\$100.00
Brenna Howell	QA/QC	\$140.00
Marty Walters	Public Outreach Specialist	\$150.00
Kai Walters	Public Outreach Coordinator	\$60.00
Direct Expenses		
Travel Expenses: Transportation (mileage, air travel, car rental, etc.); lodging, meals, & incidental expenses		Cost/per diem
Subcontract Expenses: Supplies or services furnished to Foster Morrison in support of project activities by any supplier or firm, except temporary agency or consultant staff, charged at above hourly rates		Cost
Direct Expenses: Other expenses in support of project activities		Cost

Table 4 provides detailed costs by task and includes the hourly rate, number of anticipated hours, and total costs by staff and project role as well as a detail of costs for travel and incidental expenses.

Table 4 Plumas County LHMP Update Cost Detail

PROFESSIONAL SERVICES		Task 1: The Planning Process		Task 2: Hazard Identification		Task 3: Risk Assessment		Task 4: Mitigation Strategy		Task 5: Plan Preparation		Task 6: Plan Drafting		Task 7: Public Outreach/Meetings/ Public Hearings		Task 8: Plan Adoption		Task 9: Project Closeout		Total Estimated Costs			
		Project Staffing	Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
Howell: QA/QC - LHMP Support		\$ 140.00	16	\$ 2,240.00	16	\$ 2,240.00	2	\$ 280.00	16	\$ 2,240.00	16	\$ 2,240.00	22	\$ 3,080.00	2	\$ 280.00	2	\$ 280.00		\$ -	92	\$ 12,880.00	
Foster: PM/Senior Planner		\$ 150.00	270	\$ 40,500.00	80	\$ 12,000.00	40	\$ 6,000.00	88	\$ 13,200.00	24	\$ 3,600.00	46	\$ 6,900.00	78	\$ 11,700.00	16	\$ 2,400.00	16	\$ 2,400.00	658	\$ 98,700.00	
Ch. Morrison: Lead Planner/Technical Editor		\$ 125.00	84	\$ 10,500.00	80	\$ 10,000.00	74	\$ 9,250.00	66	\$ 8,250.00	98	\$ 12,250.00	118	\$ 14,750.00	4	\$ 500.00	4	\$ 500.00	10	\$ 1,250.00	538	\$ 67,250.00	
Gutierrez: GIS/Risk Assessment		\$ 100.00		\$ -	36	\$ 3,600.00	100	\$ 10,000.00	40	\$ 4,000.00	92	\$ 9,200.00	8	\$ 800.00	16	\$ 1,600.00		\$ -	16	\$ 1,600.00	308	\$ 30,800.00	
Ca. Morrison: Jr. Planner		\$ 75.00	0	\$ -		\$ -	18	\$ 1,350.00		\$ -	22	\$ 1,650.00	50	\$ 3,750.00		\$ -		\$ -			90	\$ 6,750.00	
M. Walters: Public Outreach Lead		\$ 150.00	36	\$ 5,400.00	12	\$ 1,800.00		\$ -	12	\$ 1,800.00	6	\$ 900.00	4	\$ 600.00	80	\$ 12,000.00	8	\$ 1,200.00	4	\$ 600.00	162	\$ 24,300.00	
K. Walters: Public Outreach Support		\$ 60.00	8	\$ 800.00	2	\$ 200.00		\$ -	4	\$ 400.00		\$ -		\$ -	24	\$ 2,400.00		\$ -		\$ -	38	\$ 3,800.00	
Total Professional Expenses			414	\$ 59,440.00	226	\$ 29,840.00	234	\$ 26,880.00	226	\$ 29,890.00	258	\$ 29,840.00	248	\$ 29,880.00	204	\$ 28,480.00	30	\$ 4,380.00	46	\$ 5,850.00	1886	\$ 244,480.00	
DIRECT EXPENSES																							
Item	Unit Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost		
Air Travel	\$700		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 3,500.00		\$ -		\$ -	5	\$ 3,500.00
Car Rental	\$275		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 1,375.00		\$ -		\$ -	5	\$ 1,375.00
Per diem	\$250		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	24	\$ 6,000.00		\$ -		\$ -	24	\$ 6,000.00
Local Travel	\$250		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 3,000.00		\$ -		\$ -	5	\$ 3,000.00
Parking/baggage/misc.	\$200		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 1,000.00		\$ -		\$ -	5	\$ 1,000.00
Priority Mail and Shipping			\$ 160.00		\$ -		\$ -		\$ -								\$ -		\$ -		\$ 150.00	\$ 310.00	
Photocopying, Color Printing			\$ 400.00		\$ 160.00		\$ 120.00		\$ 110.00		\$ 160.00		\$ 120.00		\$ 1,645.00		\$ 120.00		\$ 2,500.00		\$ 5,335.00		
TOTAL DIRECT COSTS			\$ 560.00		\$ 160.00		\$ 120.00		\$ 110.00		\$ 160.00		\$ 120.00		\$ 16,520.00		\$ 120.00		\$ 2,650.00		\$ 20,520.00		
TOTAL LABOR AND DIRECT COSTS			\$ 60,000.00		\$ 30,000.00		\$ 27,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 45,000.00		\$ 4,500.00		\$ 8,500.00		\$ 265,000.00		

LHMP Cost Assumptions

The following is a summary of cost assumptions for the development of the LHMP Update:

- This will be multi-jurisdictional plan to include the 7 participating jurisdictions: Plumas County, City of Portola, Grizzly Lake Community Services District, Indian Valley Community Services District, Plumas-Eureka Community Services District, Chester Public Utility District, and Feather River Resource Conservation District. Agency Stakeholders and the public will be included to support the MJHMP development process.
- Five (air) trips total are planned by the Foster Morrison Team to accommodate the HMPT Kickoff and 5 additional HMPT meetings, 3 community workshops, and the 7 MJHMP adoption meetings. 12 (auto) local trips are planned to support the same HMPT, community, and adoption meetings, as needed. It is assumed other meetings can be attended virtually.
- Plumas County and participating jurisdictions will provide required facilities and technical and administrative support (such as recording meetings, providing virtual connections, etc.) to allow for both in person and virtual meeting attendance options.
- The County, City, and all Participating Jurisdictions will support the DMA planning process requirements as described in the scope of work and as required for FEMA approval.
- In accordance with DMA guidelines, only existing best available data will be used during this planning process, no new source data will be created.
- For the Level 2 Hazus analysis, it is assumed that the County, City, and Participating Jurisdictions will provide local data in a readily usable format to include in a GIS shapefile format or in Excel files with coordinates and other required information for each building or facility as available. If local data is not available for a Level 2 analysis, Level 1 analyses will be performed for the earthquake hazard.
- County, City, and other Participating Jurisdictional staff will coordinate and facilitate the MJHMP adoption; the Foster Morrison Team will support adoption efforts as described in the scope of work.
- This cost estimate assumes all MJHMP submittals will be done electronically, with the exception of the final delivery of the MJHMP, which will be delivered in accordance with the scope of work.
- Monies associated with labor and direct expense costs will be interchangeable as needed, between labor and direct costs, project staff, and between project tasks, as required to complete all project requirements. In addition, costs between prime and subcontractors may be adjusted as necessary to best meet client and project objectives.



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Probation and Plumas Crisis Intervention and Resource Center, a California non-profit corporation, to provide emergency sheltering via their North Star Navigation Center; effective October 1, 2024; not to exceed \$124,450.00; (No General Fund Impact) AB109/Community Corrections Partnership state grant funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Probation and Plumas Crisis Intervention and Resource Center, a California non-profit corporation, to provide emergency sheltering via their North Star Navigation Center; effective October 1, 2024; not to exceed One-Hundred Twenty-Four thousand four-hundred fifty and 00/100 Dollars (\$124,450.00)

Background and Discussion:

The Plumas Crisis Intervention and Resource Center (PCIRC) submitted a request for proposal (RFP) to the Community Corrections Partnership (CCP) executive committee for Fiscal Year 2024-2025, which was approved by the committee. This was then submitted to the board as part of the CCP Budget, which was recently approved at the meeting on October 15, 2024.

The North Star Navigation Center is a new twenty-one bed facility being built across the street from Dame Shirley Park, and will provide low barrier emergency sheltering services to vulnerable populations within Plumas County. Services include emergency/temporary housing, case management and home navigators to work with clients, and connection to services within the county to improve client life circumstances.

Action:

It is respectfully requested that the Board approve and authorize the Chair to sign the agreement between Plumas County Probation and Plumas Crisis Intervention and Resource Center for emergency sheltering via the North Star Navigation Center.

Fiscal Impact:

No General Fund Impact. The Not to Exceed amount of \$124,500.00 will be paid entirely through AB109/CCP State grant funding.

Attachments:

1. PCIRC - CCP NorthStar FY24.25 - Partial Signatures

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Twenty-Four thousand four hundred fifty and 00/000 Dollars (\$124,450.00).
3. Term. The term of this agreement shall be from October 1, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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

County:

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

Contractor:

Plumas Crisis Intervention and Resource Center
591 W. Main Street
Quincy, CA 95971
Attention: Kate Rahmeyer, Executive Director
Telephone: (530)283-5515

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
28. Counterparts and Facsimile Signatures. This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.

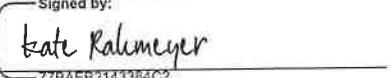
_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

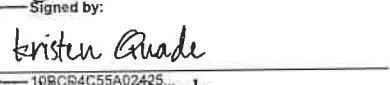
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

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

Signed by:
By: 

Name: Kate Rahmeyer
Title: Executive Director
Date signed: 10/16/2024

Signed by:
By: 
Name: Kristen Quade
Title: Secretary
Date signed: 10/21/2024

COUNTY:

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

Signed by:
By: 
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 10/7/2024

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 Settemire
Counsel

_____ COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Contractor to operate a low-barrier navigation center based on California Government Code Section 65660-65668. The North Star Navigation Center will provide low barrier emergency shelter services to Plumas County's most vulnerable populations. The service includes emergency/temporary housing, provides case manager and housing navigators to assist the client/s with opportunities to improve their life circumstances through connection to income sources, public benefits, health/wellness services, crisis/trauma support, mental health/substance abuse counseling, peer/grief counseling, employment training and development and access to permanent housing.

The center is a twenty-one-bed facility that also includes private bedrooms for families, showers, day use rooms, workshop/training areas, laundry facilities, kitchen/dining area, walk in refrigeration/freezer space, outdoor patio, and storage areas.

Funding provided by the County/Plumas County Community Corrections Partnership (CCP) through the County's Probation Department shall support homeless individuals and/or families referred by the CCP. Contractor to create and utilize a referral form to be filled out by each participant; primary adult within the referred family; by the Contractor or a staff member of the referring agency. Once the Contractor accepts or denies the referral, Contractor shall mark the form with accept/deny, sign it, date it and either outline the reasons for denial or provide an outline of the services to be provided. In addition, a Release of Information form shall be initialed, signed and dated by the client and signed and dated by the staff member that is working directly with the client. Completed copies of each shall be distributed to each member of the CCP Executive Committee and all necessary agencies or organizations participating in the process for that particular client/s.

Contractor shall supply all CCP Executive Committee Agencies with all necessary reports. Contractor shall track the progress/services utilized during the client's stay and provide a minimum of quarterly reports, preferably monthly on each client/family with the monthly invoice.

The progress report should outline referrals, length of stay, current status, services provided and other relevant information. The budget is based on 20 potential placements with an average stay of 42.5 nights each. Length of stay and number of participants may vary. Budget may be applied to any combination of placements and nights that equals 20 placements/42.5 nights each placement.

Progress Reports shall include the following;

1. Number of unique individuals referred to the program during the reporting period.
Number of unique families referred to the program during the reporting period.
2. Names of CCP clients currently in the program or that were accepted into the program during the reporting period and names of CCP clients that exited the program during the reporting period. Services utilized during the reporting period and costs associated.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

3. Names of CCP clients denied during the reporting period and reason/s for denial.
4. Referring person and agency.
5. Number of successful clients in the reporting period. As defined by number of clients that successfully transitioned to permanent housing; number of clients who secured employment; number of clients who enrolled in and started post-secondary education; college, trade school etc.
6. Number of clients with unsuccessful completions.
7. Progress Reports to be submitted a minimum of quarterly beginning with the FY24-25 Quarter 2. To be submitted no later than 30 days following the end of each quarter.

Financial Progress Reports shall include the following;

1. All expenses incurred during the reporting period.
2. All relevant or requested backup materials
3. Financial Progress Reports to be submitted quarterly beginning FY24-25, Quarter 2. To be submitted no later than 30 days following the end of the quarter.

Contractor shall allow personnel from the Plumas County Probation Department, Plumas County Sheriff's Office and/or any Law Enforcement Agency access to the premises as necessary.

Contractor acknowledges and agrees that the Plumas County Probation Department/Plumas County Community Corrections Partnership will not be responsible for withholding or payment of federal or state income taxes, Social Securing, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that the Contractor works as an independent contractor and does not hereby become an employee of the County of Plumas, Plumas County Probation, Plumas County Community Corrections Partnership or the Court.

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. Cost per unit \$135.00 per bed/night. (includes emergency housing, workshops, use of kitchen facilities, shower facilities etc.) up to 850 nights. Not to exceed \$114,750.00
2. Trac Phones: \$50.00 each-up to Twenty provided. Amount not to exceed \$3,000.00.
3. Trac Phone Minutes: \$20.00 monthly for up to 3 months for each participant. Up to 20 participants. Amount not to exceed \$1,200.00.
4. Consumable Supplies: workshop and training materials, bedding, laundry and hygiene supplies. \$225.00 each for up to 20 participants. Amount not to exceed \$4,500.00.
5. Miscellaneous Costs: DragonFly Café Culinary Academy Work Uniform: \$150.00 each. Not to exceed \$3,000.00
6. Contractor shall submit invoices monthly for services as outlined above.
7. Contractor shall submit all relevant and requested supporting documentation.
8. Any additional compensation shall be approved by the Chief Probation Officer or his/her representative in advance.
9. Invoices and supporting documents to be submitted to Plumas County Probation no later than tenth day of the following month.

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: November 5, 2024

SUBJECT: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Lead Maintenance Worker position in the Chester Maintenance District. Funded and allocated via Road Budget. No General Fund impact.

Recommendation:

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

Background and Discussion:

On October 1, 2024, the Board of Supervisors approved the Public Works Department to fill the vacancy of one Road Maintenance Supervisor position in the Chester Maintenance District pending the retirement of the incumbent Road Maintenance Supervisor in that District.

In accordance with County Personnel Rules, a recruitment has been completed for that position, and it will be filled by the incumbent Road Maintenance Lead Worker within the Chester District.

As a result, there is now a need for the Public Works Department to recruit and fill one Road Maintenance Lead Worker position within the Chester Maintenance District.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

Action:

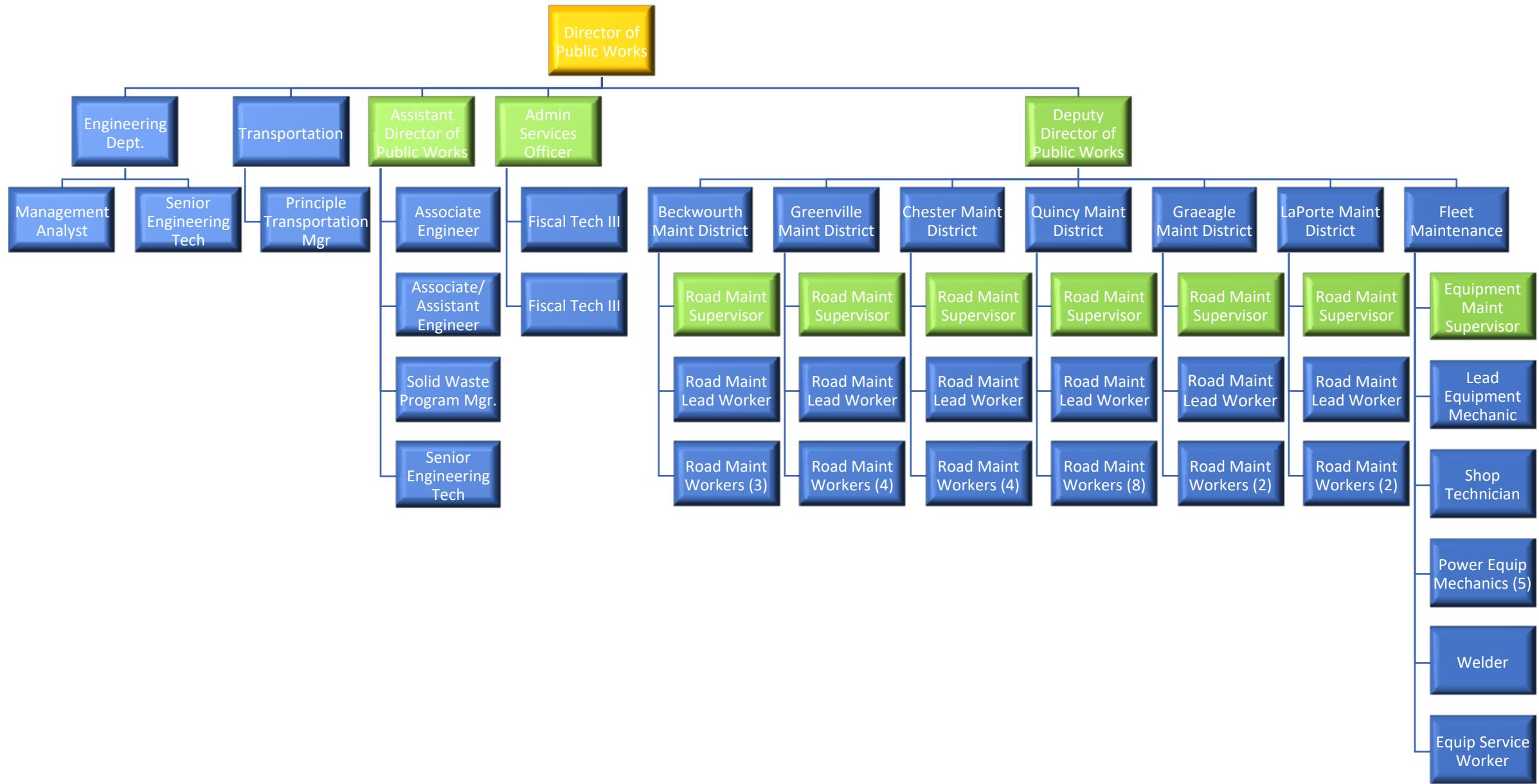
Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Lead Maintenance Worker position in the Chester Maintenance District. Funded and allocated via Road Budget. No General Fund impact.

Fiscal Impact:

No General Fund impact. Road Budget.

Attachments:

1. Department Org Chart
2. CRITICAL STAFFING QUEST Lead Wkr 11-5-24



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

Public Works Lead Maintenance Worker Position Chester

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

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

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

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

- How long has the position been vacant?

This position will become vacant effective December 27, 2024.

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

The department's wage and benefits portion of the 24/25 budget includes funds for this position.

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

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

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

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

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

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

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

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

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

21/22 \$0

22/23 \$0

23/24 \$0



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign Task Order No. 1 to the Professional Services Agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. for Consulting Services regarding pavement improvements and widening. No General Fund Impact; approved as to form by County Counsel.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Task Order No. 1 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc.

Background and Discussion:

On May 14, 2024, Stantec Consulting Services, Inc. entered into an on-call agreement with the Plumas County Department of Public Works to provide environmental study and document preparation services. This first task order shall consist of preparation of required California Environmental Quality Act documentation identified in the attached Task Order under "Scope of Work". The dollar amount for Task Order No. 1 is \$36,799.98. No general fund impact for this task order.

Action:

Approve and authorize Chair to sign Task Order No. 1 to the Professional Services Agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. for Consulting Services regarding pavement improvements and widening. No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Stantec Task Order No. 1 CC Approved_10-3-2024

**TASK ORDER No. 1
to the
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Environmental/CEQA & NEPA Services
for the
Quincy Junction Road Safety Improvement Project**

The May 14, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Stantec Consulting Services, Inc., a California Corporation (“Consultant”), is hereby amended as follows:

Project Background

The Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), in cooperation with Plumas County, is proposing pavement improvements and widening of one mile of Quincy Junction Road from Bell Lane to Chandler Road near the town of Quincy in Plumas County, California. The existing roadway typical section has a paved width of 22 feet (two 11-foot lanes and no shoulders). The proposed roadway improvements would widen the paved width to 30 feet to add roadway shoulders (two 11-foot lanes and 4-foot shoulders).

The project is federally funded through the Federal Lands Access Program (FLAP), with financing allocated from the Federal Highway Trust Fund. FHWA-CFLHD will be completing environmental studies and preparing National Environmental Policy Act (NEPA) documentation for the project. This task order is to assist the County with preparing California Environmental Quality Act (CEQA) documentation for the project.

Scope of Work

The Scope of Work shall consist of preparation of required California Environmental Quality Act documentation identified in the Scope of Work, which is attached hereto as Exhibit “A”.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit “B” and incorporated herein by this reference. The cost is Thirty-Six Thousand Seven Hundred Ninety-Nine Dollars and Ninety-Eight Cents (\$36,799.98)

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

____ Consultants Initials

____ County Initials

Project Schedule.

The Consultant shall complete the work, set forth above in the Project Schedule which is attached hereto as Exhibit "C".

Term. The term of this Agreement commences on execution and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.

Other Contract Provisions.

All other contract provisions set forth in the May 14, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

Stantec Consulting Services Inc.

By: _____
Name: Wirt Lanning
Title: Senior Principal
Date signed: _____

By: _____
Name: Mark Wuestehube
Title: Principal
Date signed: _____

COUNTY:

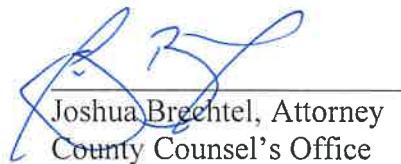
County of Plumas, a political subdivision of the State of California

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C - Project Schedule

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
CA FLAP PLU 406(1) Quincy Junction Road Project
Environmental Services Support
September 11, 2024**

**EXHIBIT A
Scope of Work**

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the CA FLAP PLU 406(1) Quincy Junction Road Project.

The Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), in cooperation with Plumas County, is proposing pavement improvements and widening of one mile of Quincy Junction Road from Bell Lane to Chandler Road near the town of Quincy in Plumas County, California. The existing roadway typical section has a paved width of 22 feet (two 11-foot lanes and no shoulders). The proposed roadway improvements would widen the paved width to 30 feet to add roadway shoulders (two 11-foot lanes and 4-foot shoulders).

The project is federally funded through the Federal Lands Access Program (FLAP), with financing allocated from the Federal Highway Trust Fund. FHWA-CFLHD will be completing environmental studies and preparing National Environmental Policy Act (NEPA) documentation for the project. This task order is to assist the County with preparing California Environmental Quality Act (CEQA) documentation for the project.

Task 1: Prepare CEQA Documentation

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an Initial Study/Mitigated Negative Declaration (IS/MND). It is assumed that the environmental studies, technical reports, project description, and NEPA documentation prepared by FHWA-CFLHD will be provided to Stantec prior to completion of the IS/MND. This task does not include any environmental studies prepared by Stantec.

Stantec will assist the County in preparing the IS/MND by completing the following:

1. **Project Management:** This includes, but is not limited to, managing internal kick-off, staffing, delivery schedule, quality control reviews of deliverables, and communications and coordination with County staff.
2. **Prepare Administrative Draft IS/MND:** Stantec will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the 2024 CEQA Guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies prepared by CFHLD (e.g., cultural resources, biological resources, aquatic resources, hazardous materials), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to address the potential impacts of the proposed project. An administrative draft IS/MND will be submitted to the County for review.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

CA FLAP PLU 406(1) Quincy Junction Road Project – Environmental Services Support
September 11, 2024

3. **Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration:** After the County completes the review of the Administrative Draft IS/MND, Stantec will address comments and prepare a public draft IS/MND. Stantec will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). Stantec will compile the NOI together with the public draft IS/MND. A screen-check copy of the IS/MND and NOI will be submitted to the County for approval prior to distribution to the public. Stantec will also complete the Notice of Completion (NOC) form on behalf of the County. It is assumed that the County will submit the documents to the State Clearinghouse using the County's CEQA Submit account. It is also assumed that Stantec's attendance at any public meetings will not be required.
4. **Prepare Final Initial Study/Mitigated Negative Declaration:** After the close of the public comment period and assuming comments warranting substantial revision or recirculation of the IS/MND are not received, Stantec will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided (note: cost estimate assumes no more than 16 hours of technical staff time to respond to comments). Stantec will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

Stantec will prepare a Mitigation Monitoring and Reporting Plan (MMRP) that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP will be appended to the final IS/MND.

It is assumed that the County will coordinate adoption of the final IS/MND and that Stantec's attendance at the Board of Supervisors' meeting will not be required. Stantec will prepare a Notice of Determination (NOD) for the County to submit to the State Clearinghouse using the County's CEQA Submit account. The County will be responsible for payment of all filing fees.

Deliverables: Electronic copies (Word.doc, PDF) of the administrative draft IS/MND, public draft IS/MND, NOI, NOC, and MMRP; and final IS/MND and NOD.

Meeting(s): Not applicable



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

CA FLAP PLU 406(1) Quincy Junction Road Project – Environmental Services Support
September 11, 2024

EXHIBIT B
Fee Schedule

Task 1 (Prepare CEQA Documentation), as outlined in Exhibit A, will be completed on a time-and-materials basis. The total estimated cost is Thirty Six Thousand Seven Hundred Ninety Nine Dollars and Ninety Eight Cents (\$36,799.98). A line item cost breakdown showing labor hours and hourly rates is provided in the attached cost spreadsheet.





CA FLAP PLU 406(1) Quincy Junction Road Project
Cost Proposal - Labor Hour Worksheet
Professional Environmental Consulting Services

Billing Level		15	14	12	12	12	11	10	9	9	8	7				
Task	Task Description	Senior Principal (Lanning)	Principal (Wuestehube)	Associate Planner (MacGregor)	Associate III (Tech Editor Staff)	Associate III	Associate II (Cullums)	Associate I (Mooney)	Staff III (Keller)	Staff III	Staff II	Staff I	Total Hours			
		\$ 83.65	\$ 73.80	\$ 58.65	\$ 58.65	\$ 58.65	\$ 47.12	\$ 42.75	\$ 37.87	\$ 40.69	\$ 39.94	\$ 33.69				
1a	Project Management	4	16	8									36	\$ 2,288	\$ 3,648	\$ 6,648
1b	Admin Draft IS/MND	2	12	12	12		60	24					122	\$ 6,314	\$ 10,069	\$ 18,349
1c	Public Draft IS/MND, NOI, and NOD	1	8	8	4		24	4					49	\$ 2,680	\$ 4,274	\$ 7,788
1d	Final IS/MND and NOD	1	4	4	2		12	2					25	\$ 1,382	\$ 2,204	\$ 4,015
													0	\$ -	\$ -	\$ -
													0	\$ -	\$ -	\$ -
													0	\$ -	\$ -	\$ -
													\$ -	\$ -	\$ -	\$ -
Total Hours		8	40	32	18	0	96	30	8	0	0	0	232	\$ 12,663	\$ 20,194	\$ 36,799.98
													ODC/Subcontractors		\$ -	
													\$ 36,799.98			

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

CA FLAP PLU 406(1) Quincy Junction Road Project – Environmental Services Support
September 11, 2024

EXHIBIT C
Project Schedule

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Completion of the draft IS/MND will be dependent on timing for receipt of the environmental studies/technical reports and NEPA documentation prepared by FHWA-CFLHD. Stantec estimates that the draft IS/MND will be available 8 weeks after receipt of notice to proceed (assuming FHWA-CFLHD documents received within 4 weeks after receipt of notice to proceed). Stantec estimates that final deliverables will be available within 2 weeks of receipt of County comments on draft deliverables.





**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign Amendment No. 2 to agreement between Plumas County Public Works and Vestra Resources, Inc., increasing the compensation to \$361,390.00 and adding two additional tasks; No General Fund Impact; Approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board vote to authorize the chair to sign the attached contract amendment, approved as to form by County Counsel. Not to exceed \$361,390.00

Background and Discussion:

On August 30, 2024, Public Works staff was notified by Cal-Recycle, requesting that Plumas County update the corrective action plans for Chester and Gopher Hill Landfills. Upon receiving this request, Public Works staff coordinated with staff from Vestra Resources, requesting that they produce the required updated corrective action plans. The attached amendment, approved as to form by County Counsel, raises the compensation by \$6,000 to \$361,390.00. The source of funding for this contract is the Solid Waste Fund and does not involve Plumas County General Fund.

Action:

Approve and authorize Chair to sign Amendment No. 2 to agreement between Plumas County Public Works and Vestra Resources, Inc., increasing the compensation to \$361,390.00 and adding two additional tasks; No General Fund Impact; Approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funded via Solid Waste

Attachments:

1. Amendment No. 2 Vestra Resources

SECOND AMENDMENT TO AGREEMENT PWSW 24-002
BY AND BETWEEN
PLUMAS COUNTY AND VESTRA RESOURCES, INC.

This Second Amendment to Agreement PWSW 24-002 ("Amendment") is made on _____, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and VESTRA RESOURCES, INC. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and VESTRA RESOURCES have entered into a written Agreement dated February 7, 2024, (the "Agreement"), in which VESTRA RESOURCES agreed to provide certain ground water monitoring services at the Gopher Hill Landfill to Plumas County.
 - b. Because of additional state reporting requirements, the parties desire to change the Agreement to add two additional tasks.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

County shall pay Contractor for services provided in Exhibit B and B-1 attached hereto. The total amount paid by County to Contractor under this agreement shall not exceed Three Hundred Sixty-One Thousand Three Hundred and Ninety Dollars (\$361,390.00)
 - b. Exhibit A is amended to include tasks 12 and 13:

(12) Gopher Hill Certification of No Change Letter and (13) Chester Landfill Certification of No Change Letter, attached hereto.
 - c. Exhibit B is amended to include tasks 12 and 13:

(12) Gopher Hill Certification of No Change Letter and (13) Chester Landfill Certification of No Change Letter, attached hereto

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, and the First Amendment of Agreement dated _____, all provisions of the Agreement dated February 7, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Vestra Resources, Inc., a California Corporation

By: _____
Arthur Stackhouse
Chief Executive Officer
Date signed:

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

COUNTY:

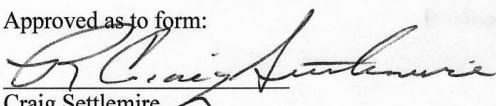
County of Plumas, a political subdivision of the State of California

By: _____
Greg Hagwood
Chair of the board of Supervisors
Date signed:

ATTESTS

By: _____
Allen Hiskey
Clerk of the board of Supervisors
Date signed:

Approved as to form:


Craig Settemire
Counsel



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
info@vestra.com | www.vestra.com

September 16, 2024

GIS, Environmental, & Engineering Services

702006

Mr. Robert Thorman
Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Via Email
robthorman@countyofplumas.com

**RE: Contract Amendment PWSW24-002
Corrective Action Plan Certifications
Gopher Hill and Chester Landfills**

Dear Mr. Thorman:

Attached is a Scope of Work and Cost Estimate for completing Certification of No Change letters for the Water Release and Non-Water Release Corrective Action Plans (CAPs) for the Chester and Gopher Hill Landfills.

During their July 2024 five-year permit review for the landfills, CalRecycle noted that the CAPs for both landfills date to 2014 and need to be updated to meet the requirements of Title 27 California Code of Regulations (27 CCR), sections 21865, 2210, and 22103. Alternatively, if the conditions at the landfills have not changed sufficiently to warrant drafting of updated CAPs, then a Certification of No Change letter for each facility, stamped by an appropriate licensed professional, may be submitted instead. After some review and discussion, we believe that a Certification of No Change letter for each facility will be sufficient to meet 27 CCR requirements. This Scope includes additional tasks required to perform this work and can be done as an amendment to our existing contract.

If you find these items satisfactory, please use the exhibits in preparation of an amendment to existing contract PWSW24-002 for VESTRA's consideration.

Thank you. We look forward to continuing to work with you. If you have any questions, please contact me at 530-223-2585.

Sincerely,

VESTRA Resources, Inc.


Jason Antognini
Project Manager


Wendy Johnston
Vice President

CC: Sean Graham, Solid Waste Division Manager
Connie Ebinger, VESTRA

Exhibit "A"
SCOPE OF WORK
CERTIFICATION OF NO CHANGE LETTERS
GOPHER HILL AND CHESTER LANDFILLS

INTRODUCTION

Recently, in July 2024, CalRecycle conducted its five-year permit reviews for the Chester and Gopher Hill Landfills. Among the items addressed in the review was the currency of the Non-Water Release Corrective Action Plans (NWRCAP) and Water Release Corrective Action Plans (WRCAPs) for the two facilities. CalRecycle noted in an email to Plumas County Public Works staff dated August 29, 2024, that the CAPs for both landfills were last updated in 2014 and are thus due for revision. These plans, hereafter referred to as CAPs, analyze and describe the causal mechanisms for an uncontrolled release from a landfill, how such a release would be mitigated, and the estimated cost of doing so. The cost estimate is used, in part, to determine the level of financial assurances that must be maintained by the landfill operator.

There are two ways that Plumas County can meet the requirements of Title 27 CCR, sections 21865, 22102, and 22103, which specify the CAP requirements. The first is to prepare and submit updated CAPs for the two landfills that include any changes in site conditions or operations that would affect the nature and cost of corrective action in the event of an uncontrolled release. The second option is to prepare and submit a Certification of No Change letter certifying that the conditions at the landfills have not changed since the last CAPs were submitted and that the most recently submitted CAPs are still adequate.

The Gopher Hill Landfill has been closed since 2005 and remains in a post-closure maintenance phase, while operations at the Chester Landfill have not changed since 2014. Given that conditions at neither landfill have changed since the drafting of the current CAPs in 2014, we believe that Certification of No Change letters are the best way to meet CalRecycle requirements.

One important consideration regarding the preparation of the Certification of No Change letters for the two landfills is specified in Title 27 CCR, section 21202 (c):

- (1) *The corrective action plan shall be prepared and certified by a third party who meets all of the following conditions:*
 - (A) *Is a registered civil engineer or certified engineering geologist;*
 - (B) *Is not employed by the current entity responsible for the design of the solid waste landfill;*
 - (C) *Is not the current professional in responsible charge of work for the design of the solid waste landfill; and*
 - (D) *Is not employed by an entity or its subsidiary, parent, or other similarly related entity under common control that owns or operates the solid waste landfill.*
- (2) *For the purposes of (c)(1)(B) and (C), the current entity responsible for the design and the current professional in responsible charge of design work are the entity and registered civil engineer or certified engineering geologist responsible for the design pursuant to Section 21600(b)(4)(B) in the conditioning JTD/RDSI, including all subsequent RFI amendments as applicable and approved, listed in the most recently issued solid waste facility permit and pursuant to Section 21780 in the approved final closure plan.*

Per the regulations listed above, as VESTRA was involved in the engineering of various aspects of both landfills, we cannot directly submit the Certification of No Change letters. In the past, CalRecycle has allowed consultants to draft CAPs or Certification of No Change letters, which are then reviewed, stamped, and submitted by an independent appropriately licensed third party. We have done this in the past with the CAPs for both landfills and for other facilities. This Scope thus proposes that VESTRA draft the Certification of No Change letters for the two landfills, which we will then send to an independent engineer or engineering geologist for review and, if necessary, modification of the letters before submitting them to CalRecycle on your behalf. We have approached Bajada Geosciences and they have agreed to undertake this work.

This Scope of Work covers the tasks associated with drafting the Certification of No Change letters and their review by Bajada Geosciences, as subcontractor, and their submittal. Individual tasks are summarized below. Task numbers are carried forward from our existing contract.

SCOPE OF WORK

Task 12 Gopher Hill Certification of No Change Letter

The Gopher Hill Landfill was closed pursuant to Title 27 CCR requirements in the summer of 2005. The landfill has been in a post-closure maintenance and monitoring status since that time. There has been no substantive change in the conditions or monitoring at the site since the last CAP was submitted in 2014. For this reason, we believe that a Certification of No Change letter will be sufficient to meet the requirements of CalRecycle as the CAP remains valid. VESTRA will prepare a draft letter that will then be forwarded to Bajada Geosciences of Redding, California. Bajada Geosciences will review the letter, make any changes necessary in their professional opinion, and then sign, stamp, and provide the letter to the County for submittal to CalRecycle. The cost under this task includes VESTRA staff time to prepare the draft letter, and Bajada Geosciences staff time to review, edit, and stamp the letter.

Task 13 Chester Landfill Certification of No Change Letter

Unlike the Gopher Hill Landfill, the Chester Landfill is still operating. At the time of the most recent CAP submittal in 2014, the Chester Landfill was operating as a trickle-fill facility. It is used for receipt, temporary stockpiling, and burning of green waste as well as disposal of inert construction and demolition debris. It is also used for temporary storage of white goods and as a relief facility for receipt of natural disaster debris. Operations and waste receipts at the Chester Landfill have not substantially changed since 2014. It is still used for the permitted activities described in the CAP. Other than ongoing refurbishment of the interim cap, there have been no significant changes at the landfill since 2014. A Certification of No Change letter is adequate to address CalRecycle requirements. VESTRA will prepare a draft letter that will then be forwarded to Bajada Geosciences of Redding, California. Bajada Geosciences will review the letter, make any changes necessary in their professional opinion, and then sign, stamp, and provide the letter to the County for submittal to CalRecycle. The cost under this task includes VESTRA staff time to prepare the draft letter, and Bajada Geosciences staff time to review, edit, and stamp the letter.

Exhibit "B"
COST ESTIMATE
CERTIFICATION OF NO CHANGE LETTERS
GOPHER HILL AND CHESTER LANDFILLS

The estimated costs for the items included in the Scope of Work are given in Table 1. Work will be performed on a time-and-materials basis at the rates shown in Exhibit "C".

Table 1 ESTIMATED COSTS				
Task No.	Description	VESTRA Cost	Subcontractor Cost	Estimated Cost
12	Gopher Hill Certification of No Change Letter	\$1,500	\$1,500	\$3,000
13	Chester Landfill Certification of No Change Letter	\$1,500	\$1,500	\$3,000
Total Estimated Cost				\$6,000

Exhibit "C"
RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$110.00 - \$130.00
Regulatory Compliance Specialist	\$110.00 - \$130.00
Environmental GIS Analyst	\$110.00 - \$130.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$110.00 - \$130.00
Associate Hydrologist	\$110.00 - \$130.00
Regulatory Biologist	\$105.00 - \$120.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$105.00 - \$150.00
Senior Regulatory Compliance Specialist	\$140.00 - \$180.00
Professional Geologist	\$140.00 - \$200.00
Professional Hydrologist	\$140.00 - \$200.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$230.00
Senior Consultant	\$165.00 - \$230.00
Principal Consultant	\$165.00 - \$230.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$105.00 - \$150.00
Professional Land Surveyor	\$150.00 - \$180.00
Senior Engineer	\$160.00 - \$230.00
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 - \$100.00
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 Diem 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 ½% per month (21% per annum) finance charge will be added to any balance 30 days past due.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and HP INC for purchase of computers, monitors, scanners, and printers; effective 11-5-2024; not to exceed \$ 54,233.18; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and HP INC for purchase of computers, monitors, scanners, and printers; effective 11-5-2024; not to exceed \$ 54,233.18; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

Background and Discussion:

The Department of Social Services needs to purchase new computers, monitors, scanners and Printers. This purchase is necessary to upgrade current equipment to keep all equipment in good working condition and under warranty to provide functional equipment to serve our clients.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and HP INC for purchase of computers, monitors, scanners, and printers; effective 11-5-2024; not to exceed \$ 54,233.18; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Funds to support this agreement include federal and state funds.

Attachments:

1. 4137 MPA HP INC FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 10/23/24

Vendor: HP INC.
3800 Quick Hill Road
Bldg. 2 Suite 100
Austin, TX 78728
Tel: 505-415-7113

County: County of Plumas Department of Social Services
270 County Hospital Rd. Ste 207
Quincy CA 95971

Tel: 530-283-6462

Description: Purchase of 32 computers, 32 monitors, 8 scanners, 3 printers 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 \$ Fifty Four Thousand Two Hundred Thirty Three and 18/100***** Dollars (\$ 54,233.18)

Term: Agreement shall commence on 11-5-2024 and shall terminate on 1-31-2025 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:

COUNTY:

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

By: _____

By: _____

Name:

Name: Greg Hagwood

Title:

Chair, Board of Supervisors

Date Signed:

Date signed:

ATTEST:

By: _____

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



Exhibit A

Plumas County - Updated

Page 1 of 4

HP Customer Quote 7626215
Contract Number: CA - STATE OF CALIFORNIA (NVP PCS) [7-23-
70-55-04]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO
NOT SHARE

October 17, 2024 3:39:00 PM

County of Plumas
270 County Hospital Rd. Suite 207
Quincy, CA 95971

Dear US Public Sector General Quoting,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: CA - STATE OF CALIFORNIA (NVP PCS) [7-23-70-55-04] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:

HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



Plumas County - Updated

Page 2 of 4

HP Customer Quote 7626215
Contract Number: CA - STATE OF CALIFORNIA (NVP PCS) [7-23-70-55-04]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Information & Details

Organization name: Executive Office of The State of California

Catalog name: CA - STATE OF CALIFORNIA (NVP PCS) [7-23-70-55-04]

Created by: janice.osborne@hp.com

Partner Agent ID:

Name: janice osborne

Email: HP2BCalifornia@pshp.com

Phone: 5555555555

Email notification: HP2BCalifornia@pshp.com

Created: October 17, 2024 3:39:00 PM

Expires: November 16, 2024 3:39:00 PM

Payment method:

Quote total: USD 54,233.18

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
9VJ40AA#ABA	<p>HP E24i G4 WUXGA Monitor US</p> <p>Panel technology - IPS</p> <p>Display features - Anti-glare,Low blue light mode,On-screen controls</p> <p>Native resolution - WUXGA (1920 x 1200)</p> <p>Resolutions supported - 1920 x 1200</p> <p>Contrast ratio - 1000:1</p> <p>Brightness - 250 nits</p> <p>Display Input Type - 1 VGA,4 USB-A 3.2 Gen 1,1 USB Type-B,1 HDMI 1.4 (with HDCP support),1 DisplayPort™ 1.2 (with HDCP support)</p> <p>What's in the box - USB cable,AC power cord (PVC free),USB Type-A to B cable,Monitor,Document kit, HDMI cable,DisplayPort™ 1.2 cable,QSP</p> <p>Warranty - 3 year limited warranty including 3 year of parts and labour. Certain restrictions and exclusions apply.</p>		32	USD 300.96	USD 9,630.72
6FW10A#BGJ	HP ScanJet Ent Flw N7000 snw1 Scnr:US/CA		8	USD 842.40	USD 6,739.20
7PS82A#BGJ	<p>HP LJ Ent M610dn Printer:US/CA/MX/LA</p> <p>Security management - optional HP and 3rd party advanced authentication solutions (e.g.,and Kerberos authentication,Secure Erase,Whitelisting - loads only known good code (DLLs, EXEs, ...),Certificates, hardware integration pocket for security solutions, Encrypted Credentials,Encrypted PDF & Email (uses FIPS 140 validated cryptographic libraries from Microsoft),Network: IPsec/firewall with Certificate, HTTPS,Supports WJA-10 IPsec configuration Plug-in,</p>		3	USD 1,011.08	USD 3,033.24



Plumas County - Updated

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	<p>Identity management: Kerberos authentication, Access Control List,SSL/TLS (HTTPS),SureStart Secure Boot - BIOS Integrity Checking with self-healing capability,802.1X authentication (EAP-PEAP,SNMPv3, 1000 user PIN codes,EAP-TLS),Device: Security lock slot,USB port disablement,Data: Storage Encryption, LDAP authentication,Intrusion Detection with Red Balloon Security Technology - Constant in-device monitoring for attacks,badge readers),Security management: Compatible with HP JetAdvantage Security Manager, Device Security Syslog Messages processed and accessible in Arcsight and Splunk SIEMs,Pre-Shared Key</p> <p>Display - 4.3-in (10.92 cm) Color Graphics Display (CGD) with touchscreen,rotating (adjustable angle) display</p> <p>What's in the box - Documentation (Hardware Install Guide, Regulatory Flyer),HP LaserJet Multifunction Printer,Power cord.,HP Black Original LaserJet Toner Cartridge (~10.5K yield)</p> <p>Print quality black (best) - Up to 1200 x 1200 dpi</p> <p>Recommended monthly page volume - 5000 to 20,000</p> <p>Print technology - Laser</p> <p>Processor speed - 1.2GHz,1.2 GHz</p> <p>Automatic paper sensor - No</p> <p>Mobile printing capability - HP ePrint; Apple AirPrint™; Google Cloud Print™; Mopria™ Certified</p> <p>Connectivity, standard - 1 Hi-Speed USB 2.0 Device,1 Gigabit Ethernet 10/100/1000T network,2 Hi-Speed USB 2.0 Host,1 Hardware Integration Pocket</p> <p>Print speed black (ISO, letter) - Up to 55 ppm</p> <p>Warranty - One-year warranty. Warranty and support options vary by product, country and local legal requirements. Go to http://www.hp.com/support to learn about HP award winning service and support options in your region.</p>				
A70PHUT#ABA	<p>HP Pro SFF 400 G9 i514500 16GB/256 PC</p> <p>Power - 240 W internal power supply, up to 92% efficiency, active PFC</p> <p>Form factor - Small form factor</p> <p>Security management - Absolute Persistence module, HP Sure Click,HP Tamper Lock,HP Sure Start Gen7, Trusted Platform Module TPM 2.0 Embedded Security Chip shipped with Windows 10 (Common Criteria EAL4+ Certified)(FIPS 140-2 Level 2 Certified),HP Secure Erase,HP Sure Sense2,HP Sure Admin</p>		32	USD 969.21	USD 31,014.72

Subtotal	USD 50,417.88
Regulatory Fees	USD 160.00
Estimated Tax	USD 3,655.30
Total	USD 54,233.18





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and CalSAWS for Administrative Charges for Equipment Refresh; effective 11-5-2024; not to exceed \$ 10,582.58; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and CalSAWS for Administrative Charges for Equipment Refresh; effective 11-5-2024; not to exceed \$ 10,582.58; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

Background and Discussion:

The Department of Social Services needs to purchase new computers, monitors, scanners and printers. This purchase is necessary to upgrade current equipment to keep all equipment in good working condition and under warranty to provide functional equipment to serve our clients.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and CalSAWS for Administrative Charges for Equipment Refresh; effective 11-5-2024; not to exceed \$ 10,582.58; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Funds to support this agreement include federal and state funds.

Attachments:

1. 4137 MPA CalSAWS FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 10/23/24

Vendor: CalSaws Consortium
620 Roseville Parkway
Roseville, CA 95747

Tel:

County: County of Plumas Department of Social Services
270 Co. Hospital Rd, Suite 207
Quincy, CA 95971

Tel: 530-283-6462

Description: Purchase of Administrative Charges for Equipment Refresh 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 \$ Ten Thousand Five Hundred Eighty Two and 58/100***** Dollars (\$ 10,582.58)

Term: Agreement shall commence on 11-5-2024 and shall terminate on 1-31-2025 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:

Title:

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:


Joshua Brechtel, Attorney
County Counsel's Office
Page 231 of 411

Exhibit A

California Statewide Automated Welfare System (CalSAWS)

County Purchase PL-01-2024 Plumas County – Administrative Charges for Equipment Refresh

I. Overview:

Pursuant to Section 4.6 of Exhibit X (Maintenance and Operations ("M&O") Extension) of the Amended Restated and Revised Leader Replacement System Agreement dated August 16, 2019 (the "Base Agreement") between CalSAWS Consortium and Accenture LLP ("Accenture"), Plumas County ("County") has requested asset-tagging, inventory, imaging, and installation for County-provided refresh equipment as further described in this County order form (the "County Purchase"). This County Purchase includes Administrative Charges for equipment asset-tagging, inventory, imaging, transportation, and installation for the County-provided refresh equipment, as well as Regulatory and Administrative ("R&A") Change Budget Services for administration of the County Purchase order.

The scope of this County Purchase includes the following:

- Administrative Charges
- R&A Change Budget Services

Assumptions:

- *General Assumptions*
 - The charges set forth in Section III below (the "Total Charges") are an estimate and are subject to changes at the time of ordering. The final charges will be provided to the Consortium at the time of invoicing.
 - Administrative Charges are included in this County Purchase for Accenture staff to perform the following tasks:
 - Asset-tag, inventory, image, and install thirty (30) refresh workstations.
 - Asset-tag and inventory two (2) workstations intended for break/fix purposes.
 - Asset-tag, inventory, and install thirty (30) monitors.
 - Asset-tag, inventory, and install eight (8) scanners.
 - Asset-tag and inventory three (3) printers.
 - Transport the refresh equipment and break/fix equipment from the CalSAWS Remote Depot in Rancho Cordova, California to County site.
 - De-install the existing equipment and install the following County-provided refresh equipment:
 - Thirty (30) workstations;
 - Thirty (30) monitors; and
 - Eight (8) scanners.
 - Accenture staff will scrub the retiring Managed workstation of any CalSAWS data as part of the decommissioning process and

- remove the Managed workstation from the CalSAWS inventory tracked in the ServiceNow ticketing tool.
- Administrative Charges will be invoiced in full upon receipt of the hardware at the CalSAWS Remote Depot in Rancho Cordova, California.
 - Equipment must be received at the CalSAWS Remote Depot in Rancho Cordova, California by November 30, 2024 in order for the work outlined in this County Purchase to be completed by January 31, 2025. Otherwise, the work may be placed on hold until a new County Purchase is executed under a new CalSAWS agreement to extend any remaining work beyond January 31, 2025.
 - This County Purchase does not include any new equipment as the County will be responsible for providing such equipment.
 - The models of the refresh equipment procured by the County must be those approved by the Consortium, as the equipment will be CalSAWS Managed equipment.
 - Equipment specifications are located on the CalSAWS Web Portal (CalSAWS Web Portal > Resources > CalSAWS Hardware Specs).
 - The County will be responsible for shipping the County-provided refresh equipment and break/fix equipment to the CalSAWS Remote Depot in Rancho Cordova, California, where Accenture staff will asset-tag and inventory equipment and image the workstations. Once those activities have been completed, Accenture staff will transport the equipment to the County for installation.
 - All refresh and break/fix equipment must be located at the CalSAWS Remote Depot at the outset of this project.
 - The County will be responsible for storing all equipment until installation. The County-provided storage facility must be capable of holding all equipment at the outset of this project.
 - Accenture staff will be responsible for the deployment and installation of the following County-provided refresh equipment:
 - Thirty (30) workstations;
 - Thirty (30) monitors; and
 - Eight (8) scanners.
 - County IT staff will be responsible for the deployment and installation of the three (3) County-provided printers.
 - If the County requests for Accenture staff to perform installation of any of the three (3) County-provided printers, additional Administrative Charges would apply. These additional charges would be provided to the County in a revision to this County Purchase.
 - Because the County-provided equipment is intended for refresh and break/fix purposes, no new software licenses or Production Operations Charges are included in this County Purchase, as the equipment will

assume the software licenses and Production Operations Charges of the piece of equipment it replaces.

- If the County would like to deploy any of the equipment intended for refresh or break/fix purposes as growth, additional R&A Change Budget Services and monthly recurring Production Operations Charges per Managed device may apply. These additional charges would be provided to the County in a separate County Purchase.
- R&A Change Budget Services will be worked and invoiced on a time and materials ("T&M") basis. Invoices for such charges will be submitted to the Consortium monthly in arrears, and the Consortium will, in turn, invoice the County. R&A Change Budget Services are included in this County Purchase for Accenture staff to perform the following tasks:
 - Provide up to six (6) hours for administration of the County Purchase order. This includes the management of the County Purchase work plan, coordination with CalSAWS teams and the County, tracking of the County Purchase progress, and providing status updates.
 - Accenture and County will monitor the hours for R&A Change Budget Services and discuss the addition of more hours if necessary. Any additional hours required for R&A Change Budget Services would result in additional charges. If the County requests for more hours to be performed during SFY 2024/25 prior to January 31, 2025, then a revision to this County Purchase would be required. If the County requires services beyond January 31, 2025, a new County Purchase will be required under a new CalSAWS agreement.
- Accenture will work with the County to determine the schedule for installation and deployment of the equipment following approval of this County Purchase.
 - This estimate is based on a staggered site deployment approach and is based on CalSAWS Project team availability.
- This County Purchase must be approved by November 30, 2024 in order for the work outlined in this County Purchase to be completed by January 31, 2025.
 - This estimate excludes hours to support activities that may be required to continue services beyond January 31, 2025.
- If the County causes delays that extend the schedule for the work outlined in this County Purchase beyond January 31, 2025, the work may be placed on hold until a new County Purchase is executed under a new CalSAWS agreement to extend any remaining work beyond January 31, 2025.
- Any changes in scope must be mutually agreed upon by Accenture and the County in writing and may result in additional charges. These additional charges will be executed as a revision to this County Purchase.

- The County must (1) approve this County Purchase and (2) provide the corresponding approved Advance Planning Document ("APD") or alternative form of authorized spending from the Office of Technology and Systems Integration ("OTSI") that supports this purchase by November 29, 2024 in order to proceed with this purchase. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.
- *Assumptions regarding hardware de-installation/installation*
 - The County-provided refresh equipment will be delivered by the County to the CalSAWS Remote Depot in Rancho Cordova, California, where Accenture staff will un-package and verify the model of each component. All equipment will be asset-tagged and the asset information will be entered into ServiceNow. Accenture staff will be responsible for imaging the refresh workstations. After these activities have been completed, Accenture staff will re-package the equipment and transport to the County.
 - Accenture staff will report any defective equipment to the County for replacement.
 - Accenture staff will be responsible for de-installation of the existing workstations, as well as installation of the County-provided refresh workstations.
 - Accenture staff will be responsible for installation of the County-provided monitors and scanners.
 - Accenture staff will work with the County to determine a schedule for de-installation and installation of the equipment following approval of this County Purchase.
 - Accenture staff will perform all hardware delivery and de-installations/installations during normal business hours, between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday (with the exception of County holidays).
 - If the County requests such work be completed after business hours, then additional Administrative Charges and R&A Change Budget Services would apply and would require a revision to this County Purchase.
 - The County will provide Accenture staff with suitable parking spots on site, including an enclosed parking facility overnight and employee parking during the day.
 - The County will provide Accenture staff with the appropriate access badges or escorts throughout the duration of the project.
 - During the time of the de-installations/installations, the County will provide sufficient personnel on site to accompany and support Accenture staff with the work effort (coordination at the sites, coordination with the users, etc.).

- Accenture staff will require access to all equipment, including areas inaccessible to unauthorized personnel.
- County staff will be responsible for ensuring that Accenture staff can access all equipment (i.e., removal of decorations must be performed by County staff prior to installation/de-installation).
- The County will provide Accenture staff with a conference room or similar secured area at the installation site for staging of the new equipment and storage of the retiring equipment prior to their disposal.
- Accenture staff will shut down the retiring equipment, de-install the equipment, and store in a conference room or similar secured area at the installation site.
- This County Purchase does not include new power strips. Accenture staff will use existing power strips.
- Accenture staff will require access to fax machines at the end of each day to submit asset information for equipment inventory and tracking.
- County staff will be responsible for trash removal and recycling.

II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Year ("SFY") 2024/25.

III. Total Charges:

The following table outlines the Total Charges for this County Purchase.

Total County Purchase Charges	SFY 2024/25	Total Charges
Administrative Charges	\$9,659.00	\$9,659.00
R&A Change Budget Services	\$923.58	\$923.58
Hardware and Software Charges	\$0.00	\$0.00
Hardware Charges	\$0.00	\$0.00
Hardware Maintenance and Support Charges	\$0.00	\$0.00
Software Charges	\$0.00	\$0.00
Software Maintenance and Support Charges	\$0.00	\$0.00
Production Operations Charges	\$0.00	\$0.00
One Time Charges	\$0.00	\$0.00
Recurring Charges - Production Operations	\$0.00	\$0.00
Recurring Charges - Technical Infrastructure Services	\$0.00	\$0.00
Total Charges	\$10,582.58	\$10,582.58

IV. References:

This purchase will be tracked via ServiceNow Request RITM0063878.

V. Attachment 1 to the County Purchase PL-01-2024 - Pricing Schedules

COUNTY PURCHASE APPROVAL

Subject: County Purchase - PL-01-2024

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Plumas County

By: _____

Printed Name: _____

Title: Director _____

Date: _____

Approved As to Form
Plumas County Counsel

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address:
270 County Hospital Road, Suite 207
Quincy, CA 95971

CalSAWS Consortium

By: _____

Printed Name: _____

Title: _____

Date: _____

Accenture LLP

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address:
CalSAWS Consortium
620 Roseville Parkway
Roseville, CA 95747

1. Charges Summary

Total County Purchase Charges	SFY 2024/25	Total Charges
Administrative Charges	\$9,659.00	\$9,659.00
R&A Change Budget Services	\$923.58	\$923.58
Hardware and Software Charges	\$0.00	\$0.00
Hardware Charges	\$0.00	\$0.00
Hardware Maintenance and Support Charges	\$0.00	\$0.00
Software Charges	\$0.00	\$0.00
Software Maintenance and Support Charges	\$0.00	\$0.00
Production Operations Charges	\$0.00	\$0.00
One Time Charges	\$0.00	\$0.00
Recurring Charges - Production Operations	\$0.00	\$0.00
Recurring Charges - Technical Infrastructure Services	\$0.00	\$0.00
Total Charges	\$10,582.58	\$10,582.58

* The County will reimburse the CalSAWS Project for all one-time and recurring charges for this County Purchase.

2. Admin and Services

Administrative Charges			
	Task Name	Quantity	Rate
Administrative Charges			
Equipment asset-tagging, inventory, imaging, transportation, and installation (per refresh workstation)		30	\$135.00
Equipment asset-tagging, inventory, and transportation (per refresh workstation) (for breakfix)		2	\$49.00
Equipment asset-tagging, inventory, transportation, and installation (per monitor)		30	\$81.00
Equipment asset-tagging, inventory, transportation, and installation (per scanner)		8	\$108.00
Equipment asset-tagging, inventory, and transportation (per printer)		3	\$49.00
De-install and perform secure wipe or degauss of retiring workstation hard drive, update ServiceNow inventory with decommission status		30	\$69.00
Insert tasks above here. Do not modify this line.			
Total			\$9,659.00

R&A Change Budget Services			
	Task Name	Quantity	Total Hours
R&A Change Budget Services			
Administration of the County Purchase order		1	6
Insert tasks above here. Do not modify this line.			
Total			\$923.58



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: November 5, 2024

SUBJECT: Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

We are requesting an update to the Portola Branch Library's open hours to better match the usage habits and needs of the community, to align the Portola Branch's open days with the other library branches, and to provide a more amenable schedule for the branch manager.

The Portola Branch Library is currently open five days a week, Monday-Thursday and Saturday. It is closed on Fridays and Sundays. Meanwhile, the Chester Branch Library is also open five days per week, but it is open Tuesday-Saturday and closed Sunday-Monday. This simpler schedule with all consecutive open days is easier for patrons to remember, and also allows the Chester Branch Manager two consecutive days off.

The proposed updated schedule would have the Chester and Portola Branches open on the same days of the week, which will be more efficient for staff communication; currently we have only three overlapping business days with all main branches open. Input from library patrons has indicated that they would find it more convenient for the library to be open on Fridays instead of Mondays, as many other restaurants and businesses are also closed Mondays and Friday is a more active day in the downtown area overall. In addition, Portola City Hall is closed on Fridays, so anyone needing access to a public restroom would be able to access the library's restrooms as an alternative. Lastly, the updated schedule would be more equitable for the Portola Branch Manager, who does not currently have two consecutive days off.

Action:

Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact) total open hours will not be affected by this change.

Attachments:

1. 4015 FINAL

Plumas County Resolution Number _____

**A RESOLUTION UPDATING THE ESTABLISHED COUNTY OFFICE HOURS FOR
PLUMAS COUNTY LIBRARY**

WHEREAS, the Board of Supervisors has previously adopted an Established County Office Hours schedule for County Departments including Plumas County Library by Resolution 24-8941 pursuant to Government Code section 24260 and Plumas County Code section 2-4.201; and

WHEREAS, the Plumas County Library's office hours are fixed by resolution, which requires amendment prior to a change in the office hours; and

WHEREAS, the schedule for the Portola Branch found in Exhibit A of Resolution 24-8941, is in need of updating; and

WHEREAS, the current and updated schedule for Plumas County Library is attached as Exhibit "A" to this resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that Resolution 24-8941 is hereby amended to incorporate the new Plumas County Library service hours beginning on November 1, 2024, set forth in Exhibit "A".

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

AYES:

NOES:

ABSENT:

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Exhibit A

The new established hours for each Plumas County Library Branch are as follows:

Quincy:

Monday	10:00 a.m. - 6:00 p.m.
Tuesday- Thursday	10:00 a.m. - 5:30 p.m.
Friday - Saturday	11:00 a.m. - 3:00 p.m.

Chester:

Summer Schedule (April 1 – Oct 31):

Tuesday, Wednesday, Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Thursday	12:00 p.m. – 5:00 p.m., 5:30 p.m. – 7 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Tuesday – Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Portola:

Summer Schedule (April 1 – Oct 31):

Tuesday, Wednesday, Friday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Thursday	12:00 p.m. - 4:00 p.m., 5:00 p.m. - 7:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Tuesday – Friday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Plumas County Library Bookmobile:

Tuesday, Thursday	11:00 a.m. - 4:00 p.m.
Wednesday	3:00 p.m. – 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: November 5, 2024

SUBJECT: Adopt **RESOLUTION** to Authorize the Plumas County Librarian to execute the grant funding agreement ZIP 24-63, in the amount of \$17,388; (General Fund Impact) as approved in (FY 24/25) recommended budget (20670/524515); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** to Authorize the Plumas County Librarian to execute the grant funding agreement ZIP 24-63, in the amount of \$17,388; (General Fund Impact) as approved in (FY 24/25) recommended budget (20670/524515); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The California State Library's Zip Book program allows library patrons in good standing to request books that the library does not already own. Requests that fit the grant guidelines (such as item format and price caps) are purchased from Amazon using grant funds, then shipped directly to the patron's home. This enables patrons to receive items quickly and easily, and can be especially useful for library users who have transportation or mobility issues that make frequent library visits difficult. After the patron finishes the book, they return it to the library, where it is assessed and added to the collection if it fits the library's collection guidelines.

The State Library created this program for two purposes: as a supplement for inter-library loan services, which many libraries in rural areas, including Plumas, no longer have access to; and to allow patrons to directly shape their library's collection, ensuring that libraries reflect their community's interests and tastes. The program has been very successful in Plumas County; in the 23-24 grant period, the Library filled 822 requests for books, large print books, and audiobooks for patrons throughout the county.

In terms of fiscal impact, the Library's budget for FY24/25 anticipated \$15,200 in grant funds; the actual awarded amount is \$17,388. Therefore, a future supplemental budget increase of \$2,188 in the Library's Zip Books account will be necessary when the funds are received.

Action:

Adopt **RESOLUTION** to Authorize the Plumas County Librarian to execute the grant funding agreement ZIP 24-63, in the amount of \$17,388; (General Fund Impact) as approved in (FY 24/25) recommended budget (20670/524515); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget.

Attachments:

1. 4048 Resolution FINAL
2. 4048 grant FINAL

**PLUMAS COUNTY LIBRARY
RESOLUTION NO. _____**

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE
THE GRANT FUNDING AGREEMENT ZIP 24-63**

WHEREAS, the Plumas County Library has been selected to receive grant monies in the amount of \$17,388 through the California Library Services Act and the Zip Books Project under Award Agreement number ZIP 24-63; and

WHEREAS, the Agreement to receive these funds requires a resolution from the Plumas County Board of Supervisors authorizing a legally designated representative before such funds can be claimed through the California State Library; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute these agreements and receive and expend funds regarding these grant monies;

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that the County Librarian is authorized to execute all Grant Agreements and receive and expend funds under Agreement number ZIP 24-63 and any amendments thereto subject to any Plumas County purchasing policies and approval of form by County Counsel.

APPROVED AND PASSED this _____ by the Plumas County Board of Supervisors:

AYES:

NOES:

ABSENT:

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors



September 18, 2024

Dora Mitchell, County Librarian
Plumas County Library
445 Jackson St
Quincy, CA, 95971-9140

Subject: Zip Books Project ZIP24-63

Dear Ms. Dora Mitchell:

We are pleased to approve the grant application for the Zip Book Project for a total of \$17,388 in California Library Services Act funds. Over the 2024-25 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

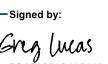
This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov.

Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:

Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Udarbe, yesenia.udarbe@library.ca.gov
Dora Mitchell, doramitchell@countyofplumas.com

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



STATE-FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Plumas County Library for the Zip Books project.

AWARD AGREEMENT NUMBER ZIP24-63

This Award Agreement ("Agreement") is entered into on 7/1/2024 by and between the California State Library ("State Library") and Plumas County Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded ZIP 24-63 Plumas County Library project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$17388 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 8/31/2025. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 8/31/2025 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Books Grant.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2024- December 31, 2024	1 st Financial and Mid Project Program Narrative Report Due	January 31, 2025
January 01,2025 – April 30, 2025	2 nd Financial Report Due	May 31, 2025
July 01, 2024 – August 31, 2025	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 31, 2025

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deemed necessary by the State Library to monitor compliance and/or perform program

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evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Zip Books.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Plumas County Library
Dora Mitchell
445 Jackson St
Quincy, 95971-9140
530-283-6575
doramitchell@countyofplumas.co
m

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
monica.rivas@library.ca.gov

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1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor,

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the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

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terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
13. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds,

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including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be

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devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
 - a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$ 17388 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

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26. **Lobbying:** Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. **Non-Discrimination Clause:** During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. **Notices:** All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to

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the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain

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- such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
 - d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
 - e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, et. seq.

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35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, et. seq. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
 - e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$ 17388 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$ 0
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of 0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

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43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed

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by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

- 1. AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
- 2.** I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
- 3.** I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
- 4.** The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
- 5.** The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount 17388. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
- 6. STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
- 7. DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

- 9. LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
- 10. AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)
- 11. RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 12. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
- 13. DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
- 14. ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

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15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

In Process

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Certification

ORGANIZATION	
Name:	Address (official and complete):
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Dora Mitchell	Title: County Librarian
Email: DoraMitchell@countyofplumas.com	Phone:
Signature:	Date:

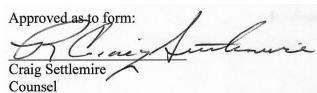
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Authorized Representative Signature

ORGANIZATION	
Name:	Address (official and complete):
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Dora Mitchell	Title: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  Signed by: Greg Lucas BDA50981C41C416...	Date: 10/3/2024
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian

Approved as to form:


 A handwritten signature in black ink, appearing to read "Craig Settemire".

Craig Settemire

Counsel

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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814



**CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL**

Grant Award #:	ZIP24-63	Date:	
Invoice #:	ZIP24-63-01	PO #:	7731
Payee Name:	Plumas County Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:		Street Address, City, State, Zip Code (Warrant will be mailed to this address)	
Amount Claimed:	\$17,388 (Payable Upon Execution of Agreement)	Type of Payment:	<input type="checkbox"/> PROGRESS <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> IN FULL <input type="checkbox"/> AUGMENT
Grantee Name:	Plumas County Library (Name on Award Letter and Agreement)		
Project Title:	Zip Books Project		

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Dora Mitchell

(Print Name)

County Librarian

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- SOLE PROPRIETOR / INDIVIDUAL**
 SINGLE MEMBER LLC *Disregarded Entity owned by an individual*
 PARTNERSHIP
 ESTATE OR TRUST

- CORPORATION** (see instructions on page 2)
 MEDICAL (e.g., dentistry, chiropractic, etc.)
 LEGAL (e.g., attorney services)
 EXEMPT (e.g., nonprofit)
 ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

— — — - — — - — — — —

OR

Federal Employer Identification Number (FEIN)

— — - — — — — — — —

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

- No services performed in California
 Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the state agency below.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE **TITLE** **E-MAIL ADDRESS**

SIGNATURE **DATE** **TELEPHONE** (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS
900 N Street

FAX

TELEPHONE (include area code)
916-603-7157

CITY
Sacramento

STATE
CA

ZIP CODE
95814

E-MAIL ADDRESS
accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Roni Towery
MEETING DATE: November 5, 2024
SUBJECT: Inmate Welfare Fund (IWF) Annual Report Summary pursuant to Penal Code Section 4025

Recommendation:

Review the Inmate Welfare Fund (IWF) Annual Report Summaries pursuant to Penal Code Section 4025 for FY 20/21, FY 21/22, FY 22/23 and FY 23/24

Background and Discussion:

The Sheriff is officially responsible for the oversight of the inmate welfare fund. The monies deposited into the inmate welfare fund are expended by the Sheriff's Office primarily for the benefit, education and welfare of the inmates confined within the jail. Inmate welfare funds shall not be used to pay for the required county expenses of confining inmates in the detention facility, such as meals, clothing, housing or medical services or expenses. An itemized report of these expenditures shall be submitted annually to the Board of Supervisors. These reports are being submitted to the Board of Supervisors to maintain compliance with the penal code and will be submitted annually each year going forward.

This is an informational item only as required by law.

Action:

Review the Inmate Welfare Fund (IWF) Annual Report Summaries pursuant to Penal Code Section 4025 for FY 20/21, FY 21/22, FY 22/23 and FY 23/24

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. IWF Annual Report FY 20-21
2. IWF Annual Report FY 21-22
3. IWF Annual Report FY 22-23
4. IWF Annual Report FY 23-24

**Plumas County Sheriff Inmate Welfare Fund
Annual Report Summary**

**Statement of Revenues, Expenditures and and changes in Fund Balance
Fiscal Year ending June 30, 2021**

Fund: 00171

Dept: 22911

Fund Balance as of July 1, 2020	\$	46,936.60
FY 20/21 Revenues	\$	55,056.91
FY 20/21 Expenditures	\$	45,820.11
Fund Balance as of June 30, 2021	\$	<u>56,173.40</u>

**INMATE WELFARE FUND
EXPENDITURE REPORT
JULY 1, 2020- JUNE 30, 2021.**

Account	Total Exp	Description
PHONES	\$ 185.67	Inmate Phone
MAINT BLDG & GROUNDS	\$ 3,946.65	Dishwasher Sanitizer
MISC EXPENSES		
	\$ 226.00	Bus Tokens
	\$ 1,179.59	Inmate Program Supplies
	\$ 161.37	Inmate Razor Bags
	\$ 115.28	COVID Supplies
Total	\$ 1,682.24	
PROFESSIONAL SERVICES		
	\$ 3,554.00	Inmate Haircuts
REF MANUAL/LAW, CODE BOOKS	\$ 862.00	Inmate Law Library
SUBSCRIPTIONS		Magazines/Newspaper
COMMISSARY EXPENSES	\$ 27,307.75	Inmate Commissary
CABLE RADIO/TV	\$ 1,878.16	Inmate Cable/TV Service
KITCHEN EQUIPMENT	\$ -	Kitchen Safety Supplies
COMPUTER HARDWARE		Inmate Medical Computer
SUPPORT - CARE OF PERSONS	\$ 4,193.64	Indigent Inmate Care
COST ALLOCATION PLAN	\$ 2,253.00	County Cost Allocation Charges - Offset by Revenue from Sheriff's AB443 budget
FY 19/20 EXPENDITURE ACCRUAL	\$ (43.00)	Expenditure accrued back to FY 19/20
	<hr/>	
		\$45,820.11

**Plumas County Sheriff Inmate Welfare Fund
Annual Report Summary**

**Statement of Revenues, Expenditures and and changes in Fund Balance
Fiscal Year ending June 30, 2022**

Fund: 00171

Dept: 22911

Fund Balance as of July 1, 2021	\$	56,173.40
FY 21/22 Revenues	\$	26,617.07
FY 21/22 Expenditures	\$	31,576.37
Fund Balance as of June 30, 2022	\$	<u>51,214.10</u>

**INMATE WELFARE FUND
EXPENDITURE REPORT
JULY 1, 2021- JUNE 30, 2022.**

Account	Total Exp	Description
PHONES	\$ 170.49	Inmate Phone
MAINT BLDG & GROUNDS	\$ 2,332.43	Dishwasher Sanitizer
MISC EXPENSES		
	\$ 127.00	Bus Tokens
	\$ 100.86	Inmate Program Supplies
		Inmate Razor Bags
		COVID Supplies
Total	<u>\$ 227.86</u>	
PROFESSIONAL SERVICES		
	\$ 2,939.43	Inmate Haircuts
REF MANUAL/LAW, CODE BOOKS	\$ 1,865.00	Inmate Law Library
SUBSCRIPTIONS		Magazines/Newspaper
COMMISSARY EXPENSES	\$ 12,677.12	Inmate Commissary
CABLE RADIO/TV	\$ 2,034.89	Inmate Cable/TV Service
KITCHEN EQUIPMENT		Kitchen Safety Supplies
COMPUTER HARDWARE		Inmate Medical Computer
SUPPORT - CARE OF PERSONS	\$ 6,422.15	Indigent Inmate Care
COST ALLOCATION PLAN	\$ 2,907.00	County Cost Allocation Charges - Offset by Revenue from Sheriff's AB443 budget
	<u><u>\$ 31,576.37</u></u>	

**Plumas County Sheriff Inmate Welfare Fund
Annual Report Summary**

**Statement of Revenues, Expenditures and and changes in Fund Balance
Fiscal Year ending June 30, 2023**

Fund: 00171

Dept: 22911

Fund Balance as of July 1, 2022	\$	51,214.10
FY 22/23 Revenues	\$	44,185.35
FY 22/23 Expenditures	\$	34,430.13
Fund Balance as of June 30, 2023	\$	<u>60,969.32</u>

**INMATE WELFARE FUND
EXPENDITURE REPORT
JULY 1, 2022 - JUNE 30, 2023.**

Account	Total Exp	Description
PHONES	\$ 245.02	Inmate Phone
MAINT BLDG & GROUNDS	\$ 3,656.72	Dishwasher Sanitizer
MISC EXPENSES		
	\$ 56.00	Bus Tokens
	\$ 313.52	Inmate Program Supplies
	\$ 230.47	Inmate Razor Bags
	\$ 62.15	Reading Glasses
Total	<u>\$ 662.14</u>	
PROFESSIONAL SERVICES		
	\$ 3,131.00	Inmate Haircuts
REF MANUAL/LAW, CODE BOOKS	\$ 1,152.00	Inmate Law Library
SUBSCRIPTIONS		Magazines/Newspaper
COMMISSARY EXPENSES	\$ 16,136.53	Inmate Commissary
CABLE RADIO/TV	\$ 1,846.84	Inmate Cable/TV Service/TVs
KITCHEN EQUIPMENT		
	\$ 1,295.06	Microwaves
	\$ 39.29	Culinary Program Supplies
Total	<u>\$ 1,334.35</u>	
COMPUTER HARDWARE		Inmate Medical Computer
SUPPORT - CARE OF PERSONS	\$ 4,643.53	Indigent Inmate Care
COST ALLOCATION PLAN	\$ 1,622.00	County Cost Allocation Charges - Offset by Revenue from Sheriff's AB443 budget
	<hr/> <u>\$ 34,430.13</u>	

**Plumas County Sheriff Inmate Welfare Fund
Annual Report Summary**

**Statement of Revenues, Expenditures and and changes in Fund Balance
Fiscal Year ending June 30, 2024**

Fund: 00171

Dept: 22911

Fund Balance as of July 1, 2023	\$ 60,969.32
FY 23/24 Revenues	\$ 45,336.93
FY 23/24 Expenditures	\$ 44,043.55
Fund Balance as of June 30, 2024	<u>\$ 62,262.70</u>

**INMATE WELFARE FUND
EXPENDITURE REPORT
JULY 1, 2023 - JUNE 30, 2024.**

Account	Total Exp	Description
PHONES	\$ 221.00	Inmate Phone
MAINT BLDG & GROUNDS	\$ 2,778.16	Dishwasher Sanitizer
MISC EXPENSES		
	\$ 42.84	Bus Tokens
	\$ 109.90	Inmate Program Supplies
	\$ 479.56	Inmate Razor Bags
Total	\$ 632.30	Disinfecting Supplies
PROFESSIONAL SERVICES		
	\$ 4,286.00	Inmate Haircuts
REF MANUAL/LAW, CODE BOOKS	\$ 1,166.00	Inmate Law Library
SUBSCRIPTIONS		Magazines/Newspaper
COMMISSARY EXPENSES	\$ 25,352.61	Inmate Commissary
CABLE RADIO/TV	\$ 1,029.31	Inmate Cable/TV Service/TVs
KITCHEN EQUIPMENT	\$ 1,058.03	Microwaves Culinary Program Supplies
Total	\$ 1,058.03	
COMPUTER HARDWARE		Inmate Medical Computer
SUPPORT - CARE OF PERSONS	\$ 2,371.14	Indigent Inmate Care
COST ALLOCATION PLAN	\$ 5,149.00	County Cost Allocation Charges - Offset by Revenue from Sheriff's AB443 budget
		<hr/>
	\$ 44,043.55	



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: November 5, 2024

SUBJECT: Authorize the auditor to pay invoice #24-1070 from JBT Marine without a contract in the amount of \$5,405.77 from 70350-520900 for unanticipated labor and expenses related to patrol boat repair.

Recommendation:

Authorize the auditor to pay invoice #24-1070 from JBT Marine without a contract in the amount of \$5,405.77 from 70350-520900 for unanticipated labor and expenses related to patrol boat repair.

Background and Discussion:

One of the Sheriff's law enforcement patrol boats required specialized service. The vendor was chosen and approved by the Department of General Services (DGS) to get the repairs completed in time to get the boat winterized and into storage for the off season.

Action:

Authorize the auditor to pay invoice #24-1070 from JBT Marine without a contract in the amount of \$5,405.77 from 70350-520900 for unanticipated labor and expenses related to patrol boat repair.

Fiscal Impact:

Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice in the amount of \$5,405.77 for unanticipated labor and expenses related to patrol boat repair; (No General Fund Impact) State - Boating Safety & Enforcement grant funds; discussion and possible action.

Attachments:

1. JBT Marine #24-1070 & DGS Form

BILL TO		DATE	PLEASE PAY	DUE DATE
PLUMAS COUNTY SHERIFF	1400 EAST MAIN ST			
QUINCY, CA 95971	DGS#90023285	10/17/2024	\$5,405.77	10/17/2024
SGT BEATLEY				
(530)927-7376				

CF# /HULL#	TYPE / COLOR	MECHANIC / WORK TYPE
CF2939XC/HULL#GRZ10158K192	DESIGN CONCEPTS/5.3L KODIAK DIR	ROBERT

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/15/2024	BOAT INFO	AUTHORIZATION#25081624-01 DESIGN CONCEPTS CF2939XC HULLGRZ10158K192 5.3L KODIAK DIR	1	0.00	0.00
08/16/2024	Labor	REMOVED CONTROL BOX, HAD TO CUT OUT THRODDLE CABLE, BENT. REMOVED & INSTALLED NEW REVERSE YOLK/REVERSE BUSHING AND REVERSE CRANK ROLLER	5.50	199.00	1,094.50
10/03/2024	Labor	MODIFIED PREVIOUS SHIFTER HOLE TO FIT NEW SHIFTER	0.50	199.00	99.50
10/04/2024	Labor	DRILL & TAP HOLE FOR CONTROLLER. MEASUREMENTS FOR CABLES	1	199.00	199.00
10/15/2024	Labor	INSTALL CABLES ON CONTROLER & FEED INTO BOAT. START MOD ON TRANSOM AREA TO FEED CABLE FROM THE PORT SIDE.	4	199.00	796.00
10/16/2024	Labor	FABRICATED SHIFT CABLE ANCHOR BRKT & INSTALLED BOTH BATTERIES & PORT BATTERY DIVIDER "MOD".	6	199.00	1,194.00
10/17/2024	Labor	TIE UP ALL WIRES, CABLE EXT. INSTALL DRIVER SEAT. TEST IN RIVER	2	199.00	398.00
10/17/2024	Parts	ROD ENDS	2	31.00	62.00T
10/17/2024	Parts	18' THRODDLE CABLE #CCX63318	1	88.99	88.99T
10/17/2024	Parts	18' FWD/REV CABLE #CCX64018	1	308.00	308.00T

Signature _____

I hereby authorize the above repair work to be completed along with any applicable parts and/or materials.

Any Boat or Motor left over 15 days after completion is subject to a \$25.00 per day storage fee.

JBT MARINE honors a 30 day warranty on Parts and Labor.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/17/2024	Parts	FLOWTECH CONTROLER	1	795.99	795.99T
10/17/2024	Parts	REVERSE BUCKET BUSHING #K700307	2	69.99	139.98T
10/17/2024	Parts	REVERSE CRANK ROLLER #K700305	1	65.99	65.99T
10/17/2024	Parts	REVERSE YOLK #K700306	1	53.99	53.99T

JBT MARINE employees may operate above vessel and trailer for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vessel and trailer to secure that JBT MARINE will not be held responsible for loss or damage to the vessel or trailer or articles left in the vessel or trailer in case of fire, theft, amount of repairs thereto, accident or any other cause beyond our control. Any Boat or Motor over 30 days after completion will be forfeited and become the property of JBT MARINE

SUBTOTAL
TAX
TOTAL

TOTAL DUE

\$5,405.77



THANK YOU.

Signature_____

I hereby authorize the above repair work to be completed along with any applicable parts and/or materials.

Any Boat or Motor left over 15 days after completion is subject to a \$25.00 per day storage fee.

JBT MARINE honors a 30 day warranty on Parts and Labor.

STATE OF CALIFORNIA
EQUIPMENT INSPECTION REPORT
DGS OFAM 6 (Revised 2/2020)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT

To: PLUMAS CO. SHERIFF

Date	# of Cyl.	Year	Make	Model	Inspector Number	License Number	
10/22/24		1992	DESIGN CONC	PATROL VESSEL	25	E CF 2939 XC	
Department	Location		Equipment Type		Odometer or Hourmeter		
BOATING & WATERWAYS	SACTO.		MA/BOAT		Agency Equipment Number		
Inspection A	Inspection B	Status	Agency Code	90023285	BOAT - 8		
Complete	Mechanical	Repair	32000				
Invoice Number:	24-1070	Date:	Amount Approved	Savings	Disposition		
		10/17/24	\$ 5,405.77	\$	Retain		
		Vendor:	City: YUBA CITY				
Legend: S - Satisfactory I - Instructions R - Repair Accomplished							
	S	I	R	Comments			
1	VIN No.						
2	Oil-Lube						
3	Preventive Maintenance						
4	Safety						
5	Electrical						
6	Tires-Wheels						
7	Body-Fenders						
8	Engine						
9	Drive Train						
10	Cooling						
11	Exhaust						
12	Brakes						
13	Steering						
14	Suspension						
15	Heater-A/C						
16	Emissions						
17	Other			REPAIR THROTTLE & SHIFT CABLES			
18	Other						
Survey Recommended	Authorization Number	Inspector of Automotive Equipment Signature				Email Address	
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	25081624-01	KEN WINTERS				Phone Number
Officially signed by KEN WINTERS Date: 2024-10-22 14:45:55 -07:00						(916) 591-9296	
Instruction to Vendor						Estimated Cost: \$	
Obtain Approval: <input type="checkbox"/> YES <input type="checkbox"/> NO							



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Melodie Sylvia

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Airespring, Inc. for the purchase of phone connectivity and voice/cloud services; effective 11/05/2024 for a three-year period; not to exceed \$72,000; (General Fund Impact) as approved in adopted FY24/25 budget (2022052/520203); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Airespring, Inc. for the purchase of phone connectivity and voice/cloud services; effective 11/05/2024 for a three-year period; not to exceed \$72,000; (General Fund Impact) as approved in adopted FY24/25 budget (2022052/520203); approved as to form by County Counsel.

Background and Discussion:

Airespring, Inc. is our service provider for local SIP truck MRC, DID MRC, and LD/TF unlimited services for our VOIP phones.

Action:

Approve the agenda item.

Fiscal Impact:

This was budgeted for in the FY24/25 IT budget. The 3-year contract locks us into a set rate for the next 3 years and saves us money.

Attachments:

1. 3832 FINAL

PURCHASE AGREEMENT COUNTY OF PLUMAS

Date: 10/01/2024

Vendor: Airespring, Inc.
600 Cleveland St. Ste. 226
Clearwater, FL 33755

Tel: 888-389-2899

County: County of Plumas Department of Information Technology
520 Main Street, Room 211
Quincy, CA 95971

Tel: (530) 283-6336

Description: Purchase of local SIP trunk MRC, DID MRC, and LD/TF unlimite 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 \$ Seventy Two Thousand Dollars Dollars (\$ 72,000)

Term: Agreement shall commence on 11/5/2024 and shall terminate on 11/4/2027 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:

COUNTY:

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

By:

Name: Avi Lonstein

Title: Chief Executive Officer, Secretary

Date Signed: 2024-10-02

By:

Name: **Greg Hagwood**
Chair, Board of Supervisors

Date signed:

ATTEST:

Name: **Allen Hiskey**
Clerk of the Board
Date Signed:

Approved as to form:

 Joshua Brechtel, Attorney
County Counsel's Office

Signature Certificate

Reference number: AHZQD-L8CWV-ICVAT-VBPXJ

Signer	Timestamp	Signature
--------	-----------	-----------

Avi Lonstein

Email: avi@airespring.com
Shared via link

Sent: 01 Oct 2024 18:55:25 UTC
Viewed: 01 Oct 2024 19:02:04 UTC
Signed: 02 Oct 2024 16:02:35 UTC



IP address: 192.161.206.120
Location: Olney, United States

Document completed by all parties on:

02 Oct 2024 16:02:35 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





ORDER FORM AND TERM PLAN EXISTING SERVICES RENEWAL

Rev 02/23/17

Sales Support: 844-832-8514
Email to orders@airespring.com or Fax to 888-899-2928

Carrier: AIRESPRING

Channel Mgr: Shirley Basa

Agent: Daniel Lockwood

Agent ID: DEV0001

Connectivity (Select One)

<input checked="" type="checkbox"/> Customer Provided Connectivity	<input type="checkbox"/> Dedicated LD	<input type="checkbox"/> Ethernet Private Network	<input type="checkbox"/> Internet
<input type="checkbox"/> Local T1-PRI	<input type="checkbox"/> Managed Connectivity w/ Internet	<input type="checkbox"/> Managed Connectivity – No Internet	<input type="checkbox"/> MPLS
<input type="checkbox"/> SD-WAN	<input type="checkbox"/> Wireless		

Voice / Cloud Service (Select One)

<input type="checkbox"/> Analog	<input type="checkbox"/> Cloud Business Phone System	<input type="checkbox"/> Dedicated LD-TDM	<input type="checkbox"/> Digital PRI/T1
<input type="checkbox"/> LD SIP Trunking	<input checked="" type="checkbox"/> Local SIP Trunking	<input type="checkbox"/> No Voice / Cloud Service	

PHYSICAL LOCATION

Company Name: County of Plumas	Location Name: Courthouse	Customer Account Number: 1356888
Physical Address: 520 MAIN ST	Suite: RM 211	Bldg/FI./Rm:
City: QUINCY	State: CA	Zip: 95971-9114

RENEWAL TERM

Renewal Term (years): 3 YEARS

TERMS AND CONDITIONS

By signing below, the Company ("Customer") agrees to extend its contract with Airespring, Inc. ("Airespring") by the Renewal Term length, for the Airespring connectivity and voice / cloud service listed at the physical location and under the Customer Account Number set forth above. All other terms and conditions of Customer's contract with Airespring shall remain the same.

Company Name: County of Plumas

Authorized Signature

Print Name

Title

Date



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services; effective July 1, 2024 not to exceed \$550,000.00 per consecutive twelve-month period beginning with the commencement of the term. (No General Fund Impact) combination of state and federal funds; This contract is not approved as to form by County Counsel; discussion and possible action

Recommendation:

Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services; effective July 1, 2024 not to exceed \$550,000.00 per consecutive twelve-month period beginning with the commencement of the term. (No General Fund Impact) combination of state and federal funds; This contract is not approved as to form by County Counsel; discussion and possible action

Background and Discussion:

Kings View Professional Services provides a vast amount of computerized Health Information Management Services and support.

Kings View maintains our Electronic Health Record Software System, provides management consulting, provides billing of all pay sources, including Medi-Cal, and private insurance and creates associated reports needed. Kings View jointly works with Behavioral Health to maintain certification of compliance with Medicare, MediCal and HIPAA billing requirements and regulations. Kings View also provides extensive cost reporting, monthly and yearly state required reports, client portal support/vending, network and security management, VPN virtual private network, and router management, audit support, data exchange activities, 8X8 phone systems, and support for CalAim billing. Losing the Kings View contract would be catastrophic.

Behavioral Health has held this partnership since 2013

Action:

Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

Fiscal Impact:

(No General Fund Impact) combination of state and federal funds

Attachments:

1. Plumas County Board Cover Letter 10.22.2024
2. 0063_001



October 22, 2024

Plumas County Behavioral Health
Behavioral Health Director and Board of Supervisors
270 County Hospital Road, Suite 109
Quincy, CA 95971

RE: Kings View Professional Services Agreement for EHRS and Cost Reporting Services

Dear BH Director and Board of Supervisors,

Kings View has been a cornerstone in California's behavioral health and social services landscape for over seven decades. As a non-profit 501(c)(3) corporation, we have established strong partnerships with health plans, county behavioral health departments, local education agencies, community-based organizations, and stakeholder groups. Our mission is to provide high-quality behavioral health and social services to underserved populations while fostering stigma-free communities.

In 2020, we launched Kings View Professional Services (KVPS) to further support California counties. KVPS offers a comprehensive suite of services, including but not limited to:

Electronic Health Record System (EHRS)

KVPS provides a robust EHRS through our partnership with Qualifacts' Credible platform. This system offers:

- Seamless integration of consumer data, billing, and clinical applications
- 24/7 Help Desk support
- HIPAA compliance
- Customized reporting and clinical forms
- Quality Improvement and Cost Reporting
- Our services extend beyond technology to include:
- SUD Cost Reporting
- MHSA ARER and QFFMR Services
- Specialized expertise in CalAIM objectives and Value Based Reimbursement models

Plumas County Partnership

Since 2013, KVPS has successfully provided Plumas County with:

- EHRS management
- Credible Electronic Health Record System implementation
- 8x8 Phone System Support
- Cost reporting services

Our team of EHRS and cost reporting professionals are uniquely qualified to continue making a significant impact with Plumas County.



Benefits of KVPS Partnership

- Access to critical data for demonstrating improved outcomes
- Configurable EHR to meet county-specific workflow needs
- Advanced Business Intelligence analytics and reporting
- California-specific capabilities, including integrated care functions and CCBHC modules

We are enthusiastic about the prospect of continuing our longstanding business relationship with Plumas County. Our combined expertise in both service provision and technology support positions us as an ideal partner to meet California's evolving behavioral health requirements.

Thank you for your consideration. We look forward to the opportunity to discuss how we can continue to support Plumas County's behavioral health initiatives.

Respectfully,

A handwritten signature in blue ink that reads "Amanda Nugent Divine".

Amanda Nugent Divine, PhD
Chief Executive Officer
Mobile: (310) 663-0752

Agreement between PLUMAS County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR," and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

- A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Community Behavioral Health Electronic Health Record System – EHRS, other management consulting services, and assistance with billing of all pay sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost-effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2024, through June 30, 2027, unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement.

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract 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 contract and Contractor shall not be obligated to perform any further services under this contract. 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 contract 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 Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit A Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by 5% or CPI% over the prior fiscal year whichever is lower as outlined in Exhibit A and Exhibit C. Exhibit D fees will be invoiced on completion of each contracted report.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibit B annual amounts plus monthly processing fee of 5% added to amount invoiced to County. Any increases will be documented and approved via an addendum.

Contractor will assist County with monitoring usage to mitigate overage in Exhibit B.

4. **INSURANCE.**

- a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by 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's insurance 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. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:
 - i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
 - ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
 - iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
 - iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.
 - v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A: VII.
- b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit

coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

- a. Cooperate with CONTRACTOR. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.
- b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

- a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.
 - i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.
 - ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.
 - iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third-party technologies required to operate Enhancements or New Versions of the Software Products may change over time.
 - iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other

than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi) failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

- v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its

exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section 21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal

use. This paragraph shall survive any expiration or termination of this Agreement.

i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:

1. obtain for the COUNTY the right to use such materials;
2. replace or modify the materials so they become non-infringing; or
3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.

ii. CONTRACTOR has no obligation to the extent any claim results from:

1. modification of the materials other than at the direction of CONTRACTOR, or
2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON-DISCRIMINATION BY CONTRACTOR.** In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION.**

- a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.
- b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written

notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

11. INTELLECTUAL PROPERTY RIGHTS.

- a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Qualifacts retains sole and exclusive ownership of all rights, title, and interest in and to the Software Products and all Intellectual Property rights relating thereto.
- b. It is expressly understood by COUNTY and CONTRACTOR that Qualifacts will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Qualifacts for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Qualifacts to develop the enhancement or software product
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Qualifacts' prior written consent.

12. CONFIDENTIAL INFORMATION; TRADE SECRETS.

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information, and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or

its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. Obligations. COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.
- c. Exclusions. Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party.

Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

- d. Report of Unauthorized Use or Disclosure of Company Information.
 - i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.
 - ii. COUNTY will not allow any person other than an Authorized User or Qualifacts or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Qualifacts holding that person to the same requirements as this part 9 and COUNTY has been notified by Qualifacts that this Agreement has been executed and that the Person has permission to access and use the Qualifacts Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Qualifacts Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Qualifacts or Contractor unless the contractor has signed an agreement with Qualifacts for the protection of Qualifacts' Intellectual Property rights.
 - iii. COUNTY understands that Qualifacts' Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Qualifacts staff and Authorized Users from retaining possession of Qualifacts Company Information. COUNTY will immediately notify Contractor and Qualifacts if it becomes aware that any person other than an Authorized User or Qualifacts or Contractor staff has or appears to have in their possession Qualifacts Company Information or makes unsubstantiated claims that Qualifacts has granted permission to that person to use Qualifacts customer Information to support COUNTY.
- e. Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information

disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

- f. Third Party Vendors. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the Software Products and the documentation are the Intellectual Property of Qualifacts and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Qualifacts. Qualifacts will give that permission if the third-party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Qualifacts.
13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on hand to provide access to the facility and accompany CONTRACTOR personnel.
14. **MEDICAL RECORDS.**
 - a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge. There is hereby made a part hereof the

provisions of Exhibit "D" - Business Associates, which is incorporated by reference herein.

- b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents, and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents, or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents, or records. COUNTY shall defend, indemnify, and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.

- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
- i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment.
 - ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment.
 - iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
 - iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly, or covertly, in cash or in kind or offering to pay or receive such remuneration
 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements, and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.
- d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the

intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(l)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:

- a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
- b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
- c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
- d. If COUNTY is requested to disclose books, documents, or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents, or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
- e. If CONTRACTOR is requested to disclose books, documents, or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall

notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents, or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

17. **DRUG-FREE WORKPLACE.** CONTRACTOR shall provide a drug-free workplace and shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.
19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits.
20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement or dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the

parties or in Quincy, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state of federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing, or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
 - a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the PLUMAS County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine PhD, CEO
1396 W. Herndon Ave.
Fresno, CA 93711
(559) 256-0100 ext. 3088

COUNTY: Plumas County Behavioral Health
Behavioral Health Director
270 County Hospital Road, Suite 109
Quincy, CA 95971
(530) 283-6307

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

/

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

“COUNTY”
COUNTY OF PLUMAS

By _____

Date: _____

PLUMAS County Board of Supervisors

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By _____

Date: _____

COUNTY CLERK

By _____

Date: _____

.....
“CONTRACTOR”
KINGS VIEW PROFESSIONAL SERVICES

By _____

Date: _____

Amanda Nugent Divine, PhD, CEO
Kings View Professional Services

EXHIBIT A

PLUMAS COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: \$399,525

Terms: 1/12th monthly

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

1. Contractor supports (as defined in this scope of work) the following Credible EHRS Software products currently in use or planned by County:
 - Scheduling and Intake
 - Financial Clearance and Eligibility
 - Clinical Documentation
 - Assessments And Treatment Planning
 - Orders and Results
 - Med Administration and Management
 - ePrescribing
 - Billing and Collections

- Reporting/Analytics
 - Compliance and Audit Management
2. Contractor will provide consultative services to County concerning current design for Credible EHRS when requested by County as needed.
 3. Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor's hosted servers.
 4. Contractor will advise on and oversee load EHRS promotions:
 - a. Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b. Test EHRS promotions and work out known bugs.
 - c. Activate promotions only with County's authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
 - d. County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRS support.
 5. Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.
 6. Contractor will provide the following forms of documentation:

- a. Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
 - b. Provide Risk/Benefit Analysis of Credible Promotions (see A.4 above).
 - c. Provide County with Kings View Professional Services Status Report overall operations of County's EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.
 - d. Document County's system schema as it relates to Kings View Professional Services provision of services and at the discretion of County's Information Technology management.
 - e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
 - f. Data/Reports
 - g. Participate in Meetings/Calls
7. Status Reporting
- a. Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
 - b. Complete Kings View Professional Services Status Report
8. Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
9. Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.
10. Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.

11. Contractor will maintain management forms and related data tables for State reporting, billing and security.
12. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested.
13. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
14. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
15. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the Electronic Health Record System.
16. Contractor will facilitate Hosting Legacy Cerner/Anasazi Services.
17. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - a. Power outage beyond 1 workday and
 - b. Corruption of data.
18. In the event new requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department

of Health Care Services.

2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Credible Software policy and procedures.
5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for consultation or remote training of county employees, the associated costs will be paid by the Contractor. Contractor will provide onsite trainings at County's request for an additional fee based on current industry time and material standards at time of requested service.
8. Contractor will submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties

know when files are created or posted to County's EHRS application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via after hours 800 number and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behalf of County:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
 - f. Timely Access Data Tool (TADT)

3. Network Adequacy Certification Tool (NACT-274) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.
4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
 - Case Assignments
 - Appointment Type
 - CANS
 - Claims – Pay Source
 - Client Demographics
 - Productivity
 - Timeliness of Service
 - Medication DB
 - PHQ9/GAD7 or Similar

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of

dashboard.

1. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
2. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
3. Contractor will monitor and maintain dashboards utilized by customer.
4. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
5. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
6. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
7. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
8. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
9. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.

10. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

Enhanced AR Services

1. CONTRACTOR will provide the following AR-End of Month and supplemental billing services.
 - a. Monthly edits, billing, CSI, and CalOMS suspense processing.
 - b. Key and process all Private Insurance claims and EOBs
 - c. Process 90 Day No Response reports and pay source priority crossing
 - d. Review and mail HCFA's directly to Private Insurance
 - e. Entry of 24HR Bed Day Assignments and Posting
2. COUNTY and CONTRACTOR will develop procedures to ensure services are staged appropriately for timely submission of claims to various pay sources

Ongoing Support of Application Service Provider (ASP) Storage Facility and Network Connectivity, 8x8, and Support

1. Contractor will provide access and full network support to PCBH - Plumas County Behavioral Health pcbh.com domain under the management of Kings View Professional Services. Contractor is responsible for ensuring PCBH is properly functioning and maintained.
2. Contractor provides purchasing and implementation services for all hardware on pcbh.com, allowing network and computer equipment standards be maintained. Technology equipment such but not limited to PCs, Laptops, Routers, Switches, and Servers will be quoted, configured,

and purchased on Plumas County's request and paid to Contractor via approved Purchase Orders.

3. Contractor provides SaaS – Software as a Service for various applications such as Office365, Windows, TeamViewer and communications support for 8x8 phone system.
4. CONTRACTOR will notify COUNTY in advance of all upgrades or modification to the Data Center servers and software which affect the EHR, billing or operations, except in cases where immediate action is required to protect data, hardware or personnel.
5. CONTRACTOR will monitor and maintain network/internet connections between CONTRACTOR'S Fresno Data Center and the COUNTY site.
6. When COUNTY makes changes to COUNTY owned hardware or network infrastructure the COUNTY may request technical support services from CONTRACTOR. These requested services will be provided by CONTRACTOR and paid for by COUNTY at a daily rate per staff plus expenses. All services will be pre- authorized via Purchase Orders by County Mental Health Director.
7. Contractor will have in place a Disaster Recovery Plan, utilizing Carbonite to provide a 1-hour response from time of notification by Kings View Information Technology to Carbonite of a data center catastrophic event. COUNTY will be provided with a copy of Disaster Recovery Plan developed by Contractor.
8. Contractor will provide Customer staff with at least 24 hours' notice when planned system maintenance time is required.

EXHIBIT B

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM SOFTWARE AS A SERVICE (SaaS)

CREDIBLE SaaS Fees						
ITEM	DESCRIPTION	SUBSCRIPTION TYPE	QTY.	UNIT PRICE	MONTHLY	ANNUAL
FY 2024-2025						
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$550.00	\$550.00	\$6,600.00
CRDSM5	DSM-5 Classifications	Base Subscription	75	\$1.25	\$93.75	\$1,125.00
CREPCS	Controlled Substance Prescribing	Base Subscription	3	\$40.00	\$120.00	\$1,440.00
CReRx	eRx	Base Subscription	6	\$69.00	\$414.00	\$4,968.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	75	\$71.77	\$5,382.75	\$64,593.00
CRStateReporting	State Reporting	Base Subscription	1	\$300.00	\$300.00	\$3,600.00
CRStorage	Document Storage	Base Subscription	1	\$100.00	\$100.00	\$1,200.00
CREnhancedClientEng	Enhanced Client Engagement	Base Subscription	1500	\$0.17	\$255.00	\$3,060.00
	Credible Named User - Potential	Base Subscription	15	\$71.77	\$1,076.55	\$12,918.60
	DSM-5 Classifications - Potential	Base Subscription	15	\$1.25	\$18.75	\$225.00
TOTAL					\$7,215.50	\$99,729.60
FY 2025-2026						
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$550.00	\$550.00	\$6,600.00
CRDSM5	DSM-5 Classifications	Base Subscription	75	\$1.25	\$93.75	\$1,125.00
CREPCS	Controlled Substance Prescribing	Base Subscription	3	\$40.00	\$120.00	\$1,440.00
CReRx	eRx	Base Subscription	6	\$69.00	\$414.00	\$4,968.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	75	\$74.28	\$5,571.00	\$66,852.00
CRStateReporting	State Reporting	Base Subscription	1	\$300.00	\$300.00	\$3,600.00
CRStorage	Document Storage	Base Subscription	1	\$100.00	\$100.00	\$1,200.00
CREnhancedClientEng	Enhanced Client Engagement	Base Subscription	1500	\$0.17	\$255.00	\$3,060.00
	Credible Named User - Potential	Base Subscription	20	\$74.28	\$1,485.60	\$17,827.20
	DSM-5 Classifications - Potential	Base Subscription	20	\$1.25	\$25.00	\$300.00
TOTAL					\$8,914.35	\$106,972.20
FY 2026-2027						
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$550.00	\$550.00	\$6,600.00
CRDSM5	DSM-5 Classifications	Base Subscription	75	\$1.25	\$93.75	\$1,125.00
CREPCS	Controlled Substance Prescribing	Base Subscription	3	\$40.00	\$120.00	\$1,440.00
CReRx	eRx	Base Subscription	6	\$69.00	\$414.00	\$4,968.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	75	\$76.88	\$5,766.00	\$69,192.00
CRStateReporting	State Reporting	Base Subscription	1	\$300.00	\$300.00	\$3,600.00
CRStorage	Document Storage	Base Subscription	1	\$100.00	\$100.00	\$1,200.00
CREnhancedClientEng	Enhanced Client Engagement	Base Subscription	1500	\$0.17	\$255.00	\$3,060.00
	Credible Named User - Potential	Base Subscription	25	\$76.88	\$1,922.00	\$23,064.00
	DSM-5 Classifications - Potential	Base Subscription	25	\$1.25	\$31.25	\$375.00
TOTAL					\$7,598.75	\$114,624.00
Note: Additional SaaS fees as Credible features are implemented by County.						
eLabs			6	\$30.00	\$180.00	\$2,160.00
Mobile			1	\$800.00	\$800.00	\$9,600.00
Real Time Eligibility			1500	\$0.12	\$180.00	\$2,160.00
Connect Module - HIE			1	\$299.00	\$299.00	\$3,588.00

EXHIBIT C

PLUMAS COUNTY

**KING S VIEW PROFESSIONAL SERVICES - 8X8 PHONE SYSTEM
SUPPORT AGREEMENT**

Scope of Service Item	FY2024-2025	FY 2025-2026	FY2026-FY2027
A. ANNUAL RECURRING COSTS a. 8X8 Phone System b. Hosting c. Adminstrative Support	\$20,160	\$21,773	\$23,515
Total	\$20,160	\$21,773	\$23,515

KINGS VIEW PROFESSIONAL SERVICES
EXHIBIT D - SCOPE OF WORK

This Scope of Work is applicable to the Substance Use Disorders (SUD) Cost Reporting Services, provided by Kings View Professional Services (CONTRACTOR).

1. Reporting / Compliance:

- a. Contractor will use all reasonable efforts to provide services and software support that are compliant with all applicable local, state, and federal requirements.
- b. Contractor shall use all reasonable efforts to see that all local, state, and federal requirements are met within the time lines set by those agencies.
- c. Contractor will provide specialized reporting as required by County, State, and Federal agencies regarding mandatory reporting requirements.
- d. Contractor and County will adhere to all reporting requirements as prescribed by the State of California Department of Healthcare Services (DHCS), the Centers for Medicaid and Medicare (CMS), and all other agencies associated with the oversight of financial reporting by Counties and County Contractors.
- e. Contractor and County will mutually agree upon an Activity Calendar for defining the dates of services and dates of anticipated completion.

2. Contractor's Provision of Services for SUD Annual Cost Report Production:

- a. Contractor shall provide customized data worksheets, using the County's financial and statistical databases for the operation of County's SUD Programs for each fiscal year.
- b. County shall generate SUD financial reports and statistics, for each fiscal year to the Contractor, including but not limited to:
 1. General Ledger Revenue and Expenditure Reports for each Budget unit related to SUD programs and services.
 2. Service reports to include Total Units of Service by Mode and Service Function Code and identified by payer source.
 3. Revenues from all funding streams associated with the

- provision of SUD services, including Medi-Cal, State General Funds (SGF);
4. Other necessary reports for Contractor, as reasonably requested and required to complete in its entirety all contracted services for the Fiscal Year's Cost Report and RER;
 5. County shall provide all Treatment Provider information and treatment provider Cost Reports, if not completed by Contractor.
- c. Contractor shall proceed with the completion of the Cost Reports up to and including working with the County and/or Providers(s) to submit the completed Cost Reports to the necessary agencies.
 - d. Contractor shall provide County all worksheets and other back-up information (such as General Ledger reports) which are clearly defined and identified with the Cost Report forms, in electronic format.
 - e. County will provide all necessary documentation for the successful completion of the SUD Cost Reports.

KINGS VIEW PROFESSIONAL SERVICES

EXHIBIT E

SUD COST REPORTS

FY 2020/2021	\$12,000.00
FY 2021/2022	\$13,000.00
FY 2022/2023	\$14,000.00
	\$39,000.00

MHSA ARER

FY 2023/2024	\$5,500.00
FY 2024/2025	\$6,000.00
FY 2025/2026	\$6,500.00
FY 2026/2027	\$7,000.00
	\$25,000.00

QFFMR

FY 2023/2024	1 QTR	\$1,000.00
FY 2024/2025	4 QTRS	\$4,800.00
FY 2025/2026	4 QTRS	\$5,600.00
FY 2026/2027	4 QTRS	\$6,200.00
		\$17,600.00

TOTAL	\$81,600.00
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Payment Terms:

CONTRACTOR shall bill COUNTY 50% of the Cost Report and ARER at the start of each project due per year and 50% upon completion. QFFMR will be billed 100% upon completion of each quarterly report. COUNTY shall pay CONTRACTOR in full 30 days from invoice submission.

CONTRACTOR shall prepare the reports with due dates that fall under the contract effective dates.

CONTRACTOR shall not exceed the maximum amount of \$81,600.00 over the life of this contract unless previously approved by COUNTY in writing.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum and Tenens, LLC provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment, effective September 1, 2024 ; not to exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term; (No General Fund Impact) state and federal funds; not approved as to form by County Counsel; discussion and possible action

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum and Tenens, LLC provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment, effective September 1, 2024 ; not to exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term; (No General Fund Impact) state and federal funds; not approved as to form by County Counsel; discussion and possible action

Background and Discussion:

Jackson + Coker is a locum tenens contracted provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment. They evaluate and recommend appropriate levels of care and treatment for some of our most at risk and vulnerable county residents by providing licensed psychiatrists specialized in emergency behavioral health conditions. They provide a level of care that we nor any other health care entity in the county has been successful at recruiting locally for.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum and Tenens, LLC provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment, effective September 1, 2024 ; not to exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term; (No General Fund Impact) state and federal funds; not approved as to form by County Counsel; discussion and possible action

Fiscal Impact:

(No General Fund Impact) state and federal funds;

Attachments:

1. 20241031143849

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County" or "Client"), and Jackson & Coker Locum Tenens, a Georgia Limited Liability Company LLC (hereinafter referred to as "Contractor" or "J & C").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with staffing services as set forth in Exhibit A, attached hereto. Contractor is in the business of sourcing, screening, and presenting for County independent contractor healthcare providers to provide their own independent medical services to County on a locum tenens basis.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by the County to Contractor under this Agreement shall not exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty, or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences September 1, 2024, and shall remain in effect through August 31, 2027, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves payment for services provided by CONTRACTOR from the September 1, 2024, 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.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
 - c. Upon termination by County, County shall pay Contractor all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination and shall reimburse Contractor for any fees and/or charges incurred by Contractor that result from the termination (such as airline

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Legal Compliance.** The staffing services provided under this Agreement are non-exclusive and shall be completed using commercially reasonable efforts. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** J & C shall defend, indemnify, and hold harmless County, its affiliates, officers, directors employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including without limitation, reasonable attorneys' fees and expenses) (collectively "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this, County Agreement. County shall defend, indemnify, and hold harmless J & C, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by County or any negligence or willful misconduct by County in connection with its performance, of this County Agreement or the provision of medical or health care services by County or the assigned facility

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

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

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

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS

indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. **Licenses and Permits.** Contractor represents to County that it, its principals, or the locum tenens medical providers have all licenses, permits, qualifications, and approvals of whatsoever nature that are required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are required for Contractor, its principals, or the locum tenens medical providers to practice its professions and to perform its duties and obligations under this Agreement.
11. **Relationship of Parties.** It is understood that neither Contractor nor the locum tenens medical providers are acting hereunder as an employee of the County, but solely as an independent contractor. Neither Contractor nor the locum tenens medical providers, by virtue of this Agreement, have authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Professional Services Contract.** Contractor represents that Contractor customarily and regularly sources, screens, and presents independent contractor healthcare providers to provide their own independent services and these independent contractors exercise discretion and independent judgment in the performance of their own independent medical services, and that those independent medical services fall within those stated in California Labor Code section 2778. Contractor represents that these independent contractors maintain a separate business location from Contractor and have all required business licenses and tax registration, if any, in order to perform their independent medical services under this Agreement. These independent contractors shall have the right to set their own hours and location of work, consistent with the nature of the independent medical services provided under this Agreement. These independent contractors shall determine the method, means and manner of the performance of their independent medical services including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from the independent contractor's performance of their own independent medical services. The independent contractors shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these independent medical services. Notwithstanding this Agreement, independent contractor shall have the right to provide the same or similar independent medical services to entities other than County without restriction, and hold themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding the independent contractor's performance or activities before or after each

COUNTY INITIALS

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CONTRACTOR INITIALS

instance, wherein, independent contractor may perform their own independent medical services under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

County:

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

Contractor:

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

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

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

_____ COUNTY INITIALS

_____ CONTRACTOR INITIALS

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

CONTRACTOR:

Jackson & Coker Locum Tenens, LLC

By: _____

Name: Matt Hale

Title: Vice President

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Date signed:

APPROVED AS TO CONTENT:

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Allen Hiskey

Title: Clerk, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

Deputy County Counsel

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A - SCOPE OF WORK

SEE ATTACHED

 COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT B - FEE SCHEDULE

Emergency Department Tele Consults

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

Outpatient Telepsychiatry

- \$300.00 per hour – For all hours worked

Medical Review

- \$300.00 per hour – For all hours worked

Consult Liaison Telepsychiatry

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

Rates are subject to change each fiscal year by mutual agreement of the parties. County will agree to allow Jackson & Coker to address rate changes for the fiscal years 2025-2026, and 2026-2027.

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

INVOICING AND PAYMENT:

- For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- Invoice(s) Shall:
 - Include backup documentation to support the invoice.
 - Bear the Contractors name, exactly as shown on the Agreement.
 - Bear the Contractor Agreement Number.
 - Identify the expense, billing and/or performance period covered on invoice
 - Invoice(s) must be signed by authorized personnel.

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

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

EXHIBIT C

SEE ATTACHED

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

CLIENT AGREEMENT

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

1.0 Overview

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

2.0 J&C Duties

To assist you in obtaining qualified Contractors, J&C will:

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

3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

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

4.0 Fees

4.1 You agree to pay us the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and, (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.

4.2 Immediately upon your acceptance of a Contractor, you agree to pay J&C a deposit in the amount of \$15,000.00. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

4.3 You agree to pay J&C an administrative service fee in the amount of \$45.00 for each calendar day during which a Contractor delivers services through patient contact or call availability.

4.4 A premium of one-half of the daily rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by the assigned facility, regardless of whether services are actually provided on these days (except with prior approval of J&C and the Contractor). Should the Contractor render services/work on the holiday, the premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater. Should the Contractor have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

4.5 You are responsible for verifying and signing Contractor's Service Record on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed service record indicates your agreement that Contractor has properly provided Services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If you have a question concerning the Contractor's Service Record, you shall notify J&C within three (3) business days of your receipt of the Service Record in question from the Contractor. After three (3) business days, any and all Service Records(s) will be deemed accurate and valid, and J&C will be entitled to payment of service fees for the time reflected on that Service Record in accordance with the terms hereof.

4.6 Payment for each Service Record period is due immediately upon receipt of an invoice. All payments more than thirty (30) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

5.0 Cancellation of Coverage

J&C expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by J&C prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 J&C will not, in any event, remove a Contractor from or cancel an assignment for illegal reasons.

6.0 Permanent Placement, Recruitment Fees, and Other Usage of a Contractor

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

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

6.2 Other usage of a Contractor. If the Contractor engages in locum tenens coverage or provides services for you, any of your affiliates, or with the assigned facility other than through J&C within two years of the date the Contractor was introduced or presented to you, or if the Contractor worked for you, two years from the last day the Contractor provided services to or for you, then the recruitment fee is equal to 25% of the national average annual salary for the Contractor's specialty, excluding incentive or other bonus, as reported by Medical Group Management Association (MGMA) for the then-current calendar year.

6.3 Recruitment Fee Payment. The recruitment fees above are due on the first day the Contractor performs services for you. The locum tenens fees based on the current rates structure will continue to accrue and remain in full effect until the date that the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. The obligations of this Section 6 will survive termination or cancellation of this Agreement. In addition, should you elect to interview a candidate introduced to you by J&C for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors

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

8.0 Standards of Service

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

9.0 Term

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

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

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

10.0 Mutual Indemnification

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

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

11.0 General

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

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

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

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

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

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

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

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

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

The effective date of this Client Agreement is _____, 20____.

CLIENT: Plumas County

By: _____

Title: _____

Date: _____

Federal Employer ID: _____

Notice Address: _____

Attn: _____

Fax: _____

JACKSON & COKER LOCUMTENENS, LLC:

By: _____

Title: _____

Date: _____

Notice Address:

Jackson & Coker

2655 Northwinds Parkway

Alpharetta, GA 30009

Attn: General Counsel / J+C Contact: Courtney Lemke

Fax: (800)936-4562

CLIENT AGREEMENT ADDENDUM

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

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

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

The effective date of this Client Agreement Addendum is _____, 20____.

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

By: _____

Title: _____

Date: _____

Federal Employer ID: _____

Notice Address: _____

Attn: _____

Fax: _____

JACKSON & COKER LOCUMTENENS, LLC:

By: _____

Title: _____

Date: _____

Notice Address: _____

2655 Northwinds Parkway

Alpharetta, GA 30009

Attn: _____

Fax: (800)936-4562



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: November 5, 2024

SUBJECT: Consider the request to appropriate up to \$24,763 from the General Fund Contingency (2098052 / 528400) for emergency replacement of two HVAC units for the Human Resources building; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Consider the request to appropriate up to \$24,763 from the General Fund Contingency (2098052 / 528400) for emergency replacement of two HVAC units for the Human Resources building; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

The two heat exchangers are cracked which allows burnt fuel to enter the conditioned air which is a health hazard.

Action:

Consider the request to appropriate up to \$24,763 from the General Fund Contingency (2098052 / 528400) for emergency replacement of two HVAC units for the Human Resources building; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact, \$24,736.00

Attachments:

None



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: November 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Treasurer-Tax Collector and Smart Easy Pay, Inc. dba Easy Smart Pay (ESP); ESP is a bill pay service focused on providing services that ensure timely payments for property taxes; effective November 1, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Treasurer-Tax Collector and Smart Easy Pay, Inc. dba Easy Smart Pay (ESP); ESP is a bill pay service focused on providing services that ensure timely payments for property taxes; effective November 1, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Easy Smart Pay, a California corporation was started by CSAC Finance in effort to improve how taxpayers can pay the government and how the government collects property taxes. ESP is a bill pay service focused on providing services that ensure timely payments for property taxes. The County will provide a tax file to ESP twice monthly. The taxpayer can sign-up for easy smart pay online where their tax information will already be available. ESP will ACH/Bank Transfer funds at no charge to the taxpayer and hold the funds until taxes are due and send the funds directly to the County. If a taxpayer wishes to pay with a card, there is a 1.99% charge to the taxpayer. This program has no cost to the County. This is beneficial to assist the taxpayers in saving money for taxes and making timely payments which benefits both the County and taxpayer.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Treasurer-Tax Collector and Smart Easy Pay, Inc. dba Easy Smart Pay (ESP); ESP is a bill pay service focused on providing services that ensure timely payments for property taxes; effective November 1, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact, Cost is upon the taxpayer.

Attachments:

1. Service Agreement Smart Easy Pay, Inc.

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 **Treasurer-Tax Collector** (hereinafter referred to as "County"), and **Smart Easy Pay, Inc., dba Easy Smart Pay**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed zero Dollars (\$0.00).
3. **Term.** The term of this agreement shall be from November 1, 2024, through June 30, 2026, unless terminated earlier as provided herein. The Agreement will automatically renew for successive fiscal years unless terminated by either party in accordance with the termination provisions outlined herein. County's Board of Supervisors hereby ratifies, and approves, services provided by Contractor from November 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.

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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

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CONTRACTOR INITIALS _____

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

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

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

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

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_____ CONTRACTOR INITIALS

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

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

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CONTRACTOR INITIALS _____

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

County:

Treasurer-Tax Collector
County of Plumas
520 Main Street, Room 203
Quincy, CA 95971
Attention: Julie A. White

Contractor:

Smart Easy Pay, Inc., dba Easy Smart Pay
1017 L Street, #451
Sacramento, CA 95814
Attention: Alan Fernandes, Chief Executive Officer

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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CONTRACTOR INITIALS _____

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

CONTRACTOR:

Smart East Pay, Inc., dba Easy Smart Pay

By: _____
Name: Alan Fernandes
Title: Chief Executive Officer
Date signed:

By: _____
Name: Jonathan Palecek
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Julie A. White
Title: Treasurer-Tax Collector
Date signed:

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

See Attached Exhibit A

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CONTRACTOR INITIALS_____

Exhibit A Scope of Services/Remittance Provisions

1. Scope of Services

- a. The COUNTY of Plumas through its office of Tax Collection (herein referenced as "COUNTY") hereby authorizes Smart Easy Pay, dba Easy Smart Pay (herein referenced as "CONTRACTOR"), or its subcontractors, to perform the following tax payment services (collectively, the "Services") to COUNTY:
 - i. CONTRACTOR shall provide, integrate, and maintain an independent electronic system (the "Easy Smart Pay system") whereby qualified taxpayers ("COUNTY Taxpayers") may pay real property taxes on the COUNTY's tax roll (the "Roll") through monthly installment payments to CONTRACTOR.
 - ii. CONTRACTOR shall create and maintain account and payment records for COUNTY Taxpayers participating in the Easy Smart Pay system ("Participating Taxpayers") which are necessary to process tax payments to the COUNTY.
 - iii. On the express condition that a Participating Taxpayer has complied with all CONTRACTOR's terms and conditions, CONTRACTOR shall remit timely tax payments, of such Participating Taxpayer to the COUNTY.
 - iv. CONTRACTOR shall remit full payment to the COUNTY using a batched payment remittance process (CORTAC) or other automated process acceptable to the COUNTY.
 - v. CONTRACTOR shall provide taxpayers with monthly payment options and installments and shall not encourage full year tax payments.
 - vi. CONTRACTOR shall explicitly inform COUNTY Taxpayers, via a written user agreement of all services, costs, policies, terms, and conditions.
 - vii. CONTRACTOR shall prominently disclose they are not a governmental agency, bank, or escrow company.
 - viii. CONTRACTOR shall perform all other services necessary for the proper installation, integration, management, and maintenance of the electronic system, with cooperation from the COUNTY where necessary and as described herein.
 - ix. CONTRACTOR shall send a wire and CORTAC file prior to or on the installment deadline. CONTRACTOR enrollment deadline for taxpayers is seven (7) days prior to the installment deadline.
- b. The COUNTY shall:
 - i. Display the "Monthly Property Tax Payments" option on the COUNTY's property tax website, reflected in a manner equitable to other payment methods, at no cost to the COUNTY.
 - ii. Utilize available opportunities to promote the "Monthly Payments" option, including but not limited to, tax bill inserts, press releases, and tax announcements, at no cost to the COUNTY.

- iii. Offer targeted support for taxpayer populations that would benefit from consistent, automated, and secure monthly payments, such as price-sensitive communities, seniors, and credit card users.
- iv. Deliver the current Secured Tax Roll to the CONTRACTOR, at no cost, bi-monthly on the 1st and 15th business days of each month, or on an alternate schedule agreed upon by both parties. If these dates fall on a weekend or government holiday, the COUNTY shall provide the Roll on the nearest business day before or after the scheduled date.

EXHIBIT B

Fee Schedule

There is no fee to the County. The taxpayer may deposit funds through ACH for free however, if a Debit/Credit card are used there is a nominal charge to the taxpayer.

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 5, 2024

SUBJECT: County Administrative Officer's Report

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. CAO 9 Report September 2024

PLUMAS COUNTY

CALIFORNIA Administrative Officer



TO: Honorable Chair and Board Supervisors

FROM: Debra Lucero, CAO

MEETING DATE: Nov. 5, 2024

SUBJECT: CAO Report 9/1/24 – 9/30/24

FY24/25 BUDGET PROCESS ANALYSIS: Feb. 6, 2024-Oct. 1, 2024 by Clifton, Larson & Allen

Project Description:

- Coordinate the data collection process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management.
- Develop budgetary process improvements and recommendations in connection with project work performed.

Outcome: FY24/25 budget book was published to be adopted by 10/2/24 as outlined in California state law. Regular meetings to go over a budget to-do list with clear timelines during the month of August and September ensured deliverables and milestone were met.

Challenges: Delayed delivery of key materials, updating information after initial cutoff dates, inefficient manual processes put pressure to meet budget deadlines. Key issues were:

1. Budgeting for wages & payroll expenses
2. FY24/25 beginning fund balance estimation
3. Clarity & ownership on timing and source of external information for budget
4. Access to key personnel
5. Manual tracking of workflow management
6. No audit trails and lack of capturing details on budgeted items

Challenge 1: Wages and associated expense projection issues

Background: Due to the HR director being on administrative leave, there was a lack of a defined process, including roles, responsibilities, and key assumptions for projecting wages and associated expenses. This resulted in significant manual work as data was collected from multiple sources and merged into excel with various formulas. There were both complex and unclear assumptions included in the excel file. As more information was identified, discussed, and agreed, additional reworks of the calculations were made. Not enough time was allotted to source and compile the data, define assumptions and requirements, and review and analyze it for accuracy. For the Recommended Budget in June, departments were frustrated by the lack of details to support the budgeted wages and associated expenses. This made it difficult for them to feel confident that their budget for the June 25 hearing was sufficient. In August, the detailed salary budget by position was recreated (included step, longevity, cost of living, flat raises) and provided to Department heads for review. This provided transparency and helped catch potential errors prior to the September 6th publishing and September 17th board meeting. This led to a more accurate final budget, as departments could verify the numbers against their own data and identify discrepancies.

Solutions /Adaptations: In August, OpenGov Workforce was exported and manually-compiled Pentamation data was used to create a new excel file. Despite data not validated against PAFs, the basic information was there to support calculations with some modifications. Plumas team provided additional data and validations throughout the process.

Recommendations for FY25/26:

1. Clear responsibilities by department needs to be established to ensure ownership of budgeted Salary & Wage data. Document, agree, and share the assumptions and responsibilities for budgeting salary & wages.
2. Set aside adequate time for resource planning for data validation for OpenGov Workforce: Workforce is a budget building tools and not replacement of Munis payroll. During each budget process, position, job title, class, grade, FTE, hourly rate, job, step, longevity (this is a manual process in OpenGov), severance, sick payout, vacation payout, deferred holiday payout, health plan (available in April), level, retirement, boot allowance, cell phone plan, bilingual, meal reimbursement, level of coverage for health & dental plan, and workers compensations will all need to be updated and validated. HR and departments need to collaborate in the data gathering.
3. Decide on the cut-off date for data gathering: Workforce can only provide information at a point in time. It is not live data, so it is important to agree on the cut-off date for pulling data from Munis and matching positions to allocations. The recommendation is to finalize projected positions allocation by the end of December and pull payroll data as of the first pay cycle of January. This allows adequate time for data gathering and pushing out the preliminary salaries budget by mid-February. CAO aims to have cut off on 1/31 for mid-year and 7/31 for the second time.
4. The details will have to be reviewed and validated again in July and August before finalizing the budget. Updating of assumptions and data should be limited to items that materially affect the budget.
5. Communicate clearly and regularly to departments. Manage expectations that Workforce plan is not live data for budgeting, changes made for Munis payroll will not be updated in Workforce. The only tie to Munis is the actual numbers being updated nightly.

Challenge 2: FY24/25 beginning fund balance estimation

Background: The original target date for receiving the estimated FY23/24 ending fund balance was April 5, 2024. In mid-April, CLA proposed a methodology to calculate and estimate the ending FY23/24 fund balance and requested review and approval from the Auditor Controller. Auditor Controller provided input on May 8, 2024, and CLA updated the beginning FY24/25 fund balance import file based on the input. On May 22, CLA received additional feedback from the Auditor Controller to modify methodology of the estimated calculation by gathering departments' input for significant adjustments on expected revenue and expenses remaining for the fiscal year to re-calculate the ending estimated fund balances. The timing of this information and coordination with departments put significant pressure on meeting the 6/7/24 budget book publication deadline.

Solutions /Adaptations: Departments were cooperative and provided information needed with tight deadlines. They also had multiple opportunities to review and edit before the final adoption in September.

Recommendations for FY25/26:

1. As soon as the FY23 audit is completed, fund balance reclassification journal entries should be recorded to Munis.
2. Monitor actual transactions to ensure revenue and expenses are posted timely. This will enable departments to estimate adjustments needed for forecasting. Departments will be able to do this via OpenGov since Munis transactions are pulled nightly to OpenGov.
3. Agree on a cutoff date on 4/15 to pull the estimated fund balance and request department heads to review and provide anticipated revenue and expenditures through the end of fiscal year for the June budget publication and set a materiality threshold for updating.

Challenge 3: Clarity & ownership on timing and source of external information

Background: There was a lack of timing, ownership, and clarity on sources for several budget items such as various insurance allocations, overhead cost allocations, OPEB, and UAL.

Solutions /Adaptations: CLA met with the CAO, Auditor Controller, Auditor Controller Consultant to clarify some points. Timeline and sources for information have been documented for future reference.

Recommendations for FY25/26:

1. Review FY24/25 Budget Book and complete the list of all items needed for budget assumptions and projections to prepare for the next budget cycle.
2. Add the list from above to FY25/26 budget calendar as deliverables and timelines to stay on track. Ownership of gathering and entering this information into OpenGov needs to be clearly assigned and team member responsible for these items must agree to be held accountable for the data and set deliverable deadlines.

Challenge 4: Access to Key personnel

Background: CLA encountered some challenges with key personnel being out on holidays and unavailable to review and provide feedback when needed to achieve publication deadlines.

Solutions /Adaptations: Some departments communicated before going on vacation, and their changes and feedback were incorporated into later versions of FY24/25 budget.

Recommendations for FY25/26:

1. Provide clear timelines and deadlines to all stakeholders and establish a mutual understanding of expectations at the beginning of the budget cycle.
2. Identify each departments review team & expectations of the role at the beginning of the budget cycle.
3. Advise departments that decision making for budget will be delegated back to CAO or Auditor Controller if responses or feedback on budget items are not provided to the CAO timely.
4. Host regular team meetings (bi-weekly, monthly) with departments for budget tasks, discussion, timelines, and deliverables.

Challenge 5: Manual tracking of workflow management

Background: Sending out various requests by email and tracking responses manually on a spreadsheet was inefficient. Recipients were added or removed from email chains, making it difficult to track information. As a result, some information was not captured.

Solutions /Adaptations: Sending out a form with clear and precise information, including examples and instructions on how to respond, improved the process. Utilizing a SharePoint site with instructions reduced the amount of email correspondence in some cases. The OpenGov process provides internal communication that will also assist this process.

Recommendations for FY25/26:

1. Utilize OpenGov budgeting process. The system provides the ability to filter and track the status of budget submissions. This will greatly improve the efficiency and transparency of the budgeting process.
2. Have departments identify and assign delegates for creating and submitting budget for each child department with alternate delegates at the beginning of the budget cycle and create a list.
3. Understand the capabilities and limitations of OpenGov workflow management before the new budget cycle.

Challenge 6: No audit trails and lack of capturing details on budgeted items

Background The system administrator assigned a budget role to each user, allowing access to his/her specific departments. When new accounts were added and if the systems administrator was not made aware, there was a delay in getting access to correct departments, thus delaying entering/editing budgets. In Munis, the systems administrator can lock the budget entry access by moving the budget stage, but not by specific department or by a user. This means it is either giving everyone with department level access the ability to edit the budget or none. Additionally, not having/using fields within the system to capture details of budgeted items decreased transparency on what was budgeted and required extra communication to understand the data via phone/ emails. Users had options to put in detailed level of accounts, but this was not utilized consistently and still didn't provide enough visibility as the reviewer would have to export each budget to excel to review.

Solutions /Adaptations: In the process of sorting out parent-children departments and the chart of accounts clean up; roles were also sorted. Departments addressed and made requests as they came across issues. Multiple review opportunities for schedule 9 details also provided departments to request corrections/adjustments.

Recommendations for FY25/26:

1. Inquire with OpenGov implementation team if an audit trail reporting is available for budget submission and approval process before the implementation and plan accordingly.
2. Utilize OpenGov budget process for FY25/26 budget preparation. Once a user submits a budget detail for review and approval, it is locked until it is released back down to the lower level.
3. Advise departments that decision making for budget will be delegated back to CAO or Auditor Controller if budget is not submitted for review timely.
4. Utilize Account Description sections and line itemization of OpenGov proposal worksheet for FY25/26 budget preparation as it provides more detailed information to reviewer/approver.

Next Steps and Follow up Actions:

Prepare a workshop budget meeting to hear recommendations from departments on budget process & discuss ideas to incorporate into FY25/26 plan. Include prompts to discuss ways to increase revenues and decrease expenses and what actions should be started.

Identify roles & responsibilities for budget creation team to replace CLA and plan for Melodie's leave. Both of these resources have been crucial to the Budget creation & a plan is needed to support FY25-26 Budget.

Revise the budget calendar with actionable items to streamline the Plumas County budgeting process throughout the year. The calendar will be based on the GFOA Best Practices and the California County Budget Process Guide. Break down each deliverable into smaller tasks with specific timelines, assigned responsible parties, key dependencies.

Prepare kick-off budget meeting to share calendar with deliverables, budget assumptions, actionable items from budget workshop meeting, and the plan for using OpenGov, etc.

Schedule recurring monthly department budget meetings for the year via Teams. This will help Plumas County stay organized, transparent, and on track with its budgeting efforts.

GRANTS MANAGER

- Assisted with Viewpoint planning
- Review of Community Coordinator Job position
- Long Term Recovery Plan for 2021 Wildfire content review
- Program hand-off of OHV financials from Facilities
- Received and processed Opioid funds
- Attended:
 - Best Practices Check List Digital Equity Leadership Grant workshop
 - OpenGov prep meetings

RISK MANAGEMENT

- 20k Lives presentation
- Meeting with Project Camp regarding children in an emergency
- Fire safe council board meeting and general meeting
- AAR Gold Complex
- LISTO's Disaster Ready Summit – Redding
- Met with new Cal OES lead
- EAP Seminar for Upper Feather River Dams
- DWR Media Briefing
- LAFFCO meeting
- PCMC
- Hazard Mitigation review of consultants
- Executive Committee Trindel
- Ergonomic evaluations

CAL-OES UPDATE

9/4 – 20k Lives presentation – Genasys, VOAD, AFN with PRS

9/5 – NWS Webinar

9/5 – Meeting with Project Camp regarding children in an emergency

9/9 – Hazard Mitigation questions posted on website

9/12 – Fire safe council board meeting and general meeting

9/12 – California Mass Care 2024 kickoff seminar

9/16 – VOISE Partner Call – Strength in Unity: The Power of Mass Partnerships

9/18 – Webinar – surviving the storm – preparing employees for disaster

9/18 – Webinar – Emergency Technologies & AI What Emergency Management Leaders Need to Know

9/18 – Webinar - EPA Tools & Resources Webinar: Assessing Community Vulnerabilities to Potential Contaminant Releases from Extreme Events

9/18 – Webinar - PG&E Regional Working Group

9:19 – PDH Decon Tent setup

9/19 – AAR Gold Complex

9/19 – Extreme weather draft

9/20 – Test run of presentation for the Upper Feather River Dam Presentation

9/23 – LISTO's Disaster Ready Summit – Redding

9/23 – Met with new Cal OES lead

9/23 – AWR 329 Leveraging Tools for Coordinated Communications

9/25 – PCPHA re: trainings for 2025 IPP

9/26 – EAP Seminar for Upper Feather River Dams – presented

9/26 – DWR Media Briefing

9/30 – Integrated Preparedness Plan submitted

The Hazard Mitigation grant has taken a lot of my time. We received 13 proposals (50pages each), scored and getting references.

OTHER CAO MEETINGS/ACTIVITIES

9/3 – Budget Meeting

9/3 – Agenda Review & BOS Meeting

9/4 – CLA Budget Project Status

9/4 – Anthony Davis with Viewpoint Interview
9/4 – Budget Book with OpenGov
9/4 – Greenville/IVCSD EIFD Discussion
9/4 – Budget Meeting
9/5 – Budget Meeting
9/5 – MRG Weekly Check-In
9/5 – Anthony Davis with Viewpoint Meeting
9/5 – Social Services Meeting
9/5 – Lunch with Anne Kassebaum

9/6 – Budget Book available to the public
9/6 – PCMC Meeting
9/6 – Dixie Fire Insurance Property Loss Meeting
9/6 – Engie Financing Logistics Call
9/6 – Public Health Meeting
9/6 – New Hire Process with Sheriff, SEA
9/9 – ClientFirst Budget Meeting w/Jamie Shell
9/9 – Employee Disciplinary Meeting
9/9 – BOS Agenda Review & Meeting
9/9 – ClientFirst Homework
9/9 – Eastern Beckwourth District Consolidation
9/11 – Rob Thorman – Public Works
9/11 – IDR Discussion on Employee Matter
9/12 – MRG Weekly Check-In
9/12 – Budget PPT
9/12 – Lunch meeting with Building official
9/12 – MRG Catch-Up
9/12 – Labor Negotiations
9/12 – Agendizing Budget – AC, CC
9/13 – HR Specialist interviews
9/16 – Ag Department, Risk Mgt.
9/16 – HR Meeting
9/17 – BOS Meeting
9/17 – OpenGov Operating Budget Meeting
9/17 – Dixie Fire Property Loss/Insurance Meeting
9/18 – Trindel HR & Risk Management Training in Chico
9/26 – Negotiations Etiquette and County Structure Training
9/27 – HR Meeting
9/30 – Viewpoint Meeting w/staff
9/30 – Contract Discussion w/Grant Manager
9/30 – OpenGov Reporting Dashboards

TRANSIENT OCCUPANCY TAX (TOT) REPORT

Granicus generated the following reports:

September 2, 2024 so it can be compared to this month's October 2, 2024 report.

SEPTEMBER 2, 2024

OCTOBER 2, 2024

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on September 2, 2024.

429

Properties in or near Plumas County, CA

351

Properties in or near Plumas County, CA with address identified

162

Compliant Short Term Rentals

181

Non-compliant properties

86

Properties with unknown compliance

211

Properties that have received letters since first mailing

118

Properties that have received letters and are now compliant

93

Properties that have received letters but are still non-compliant

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on October 2, 2024.

423

Properties in or near Plumas County, CA

355

Properties in or near Plumas County, CA with address identified

157

Compliant Short Term Rentals

189

Non-compliant properties

77

Properties with unknown compliance

214

Properties that have received letters since first mailing

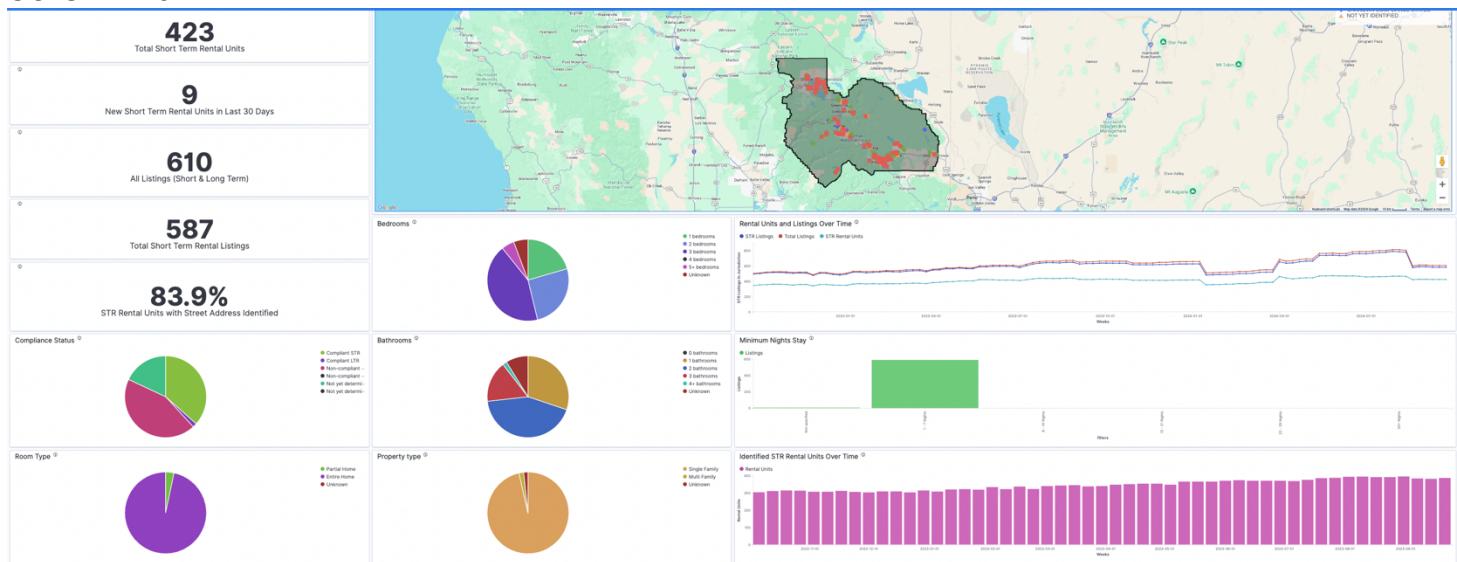
121

Properties that have received letters and are now compliant

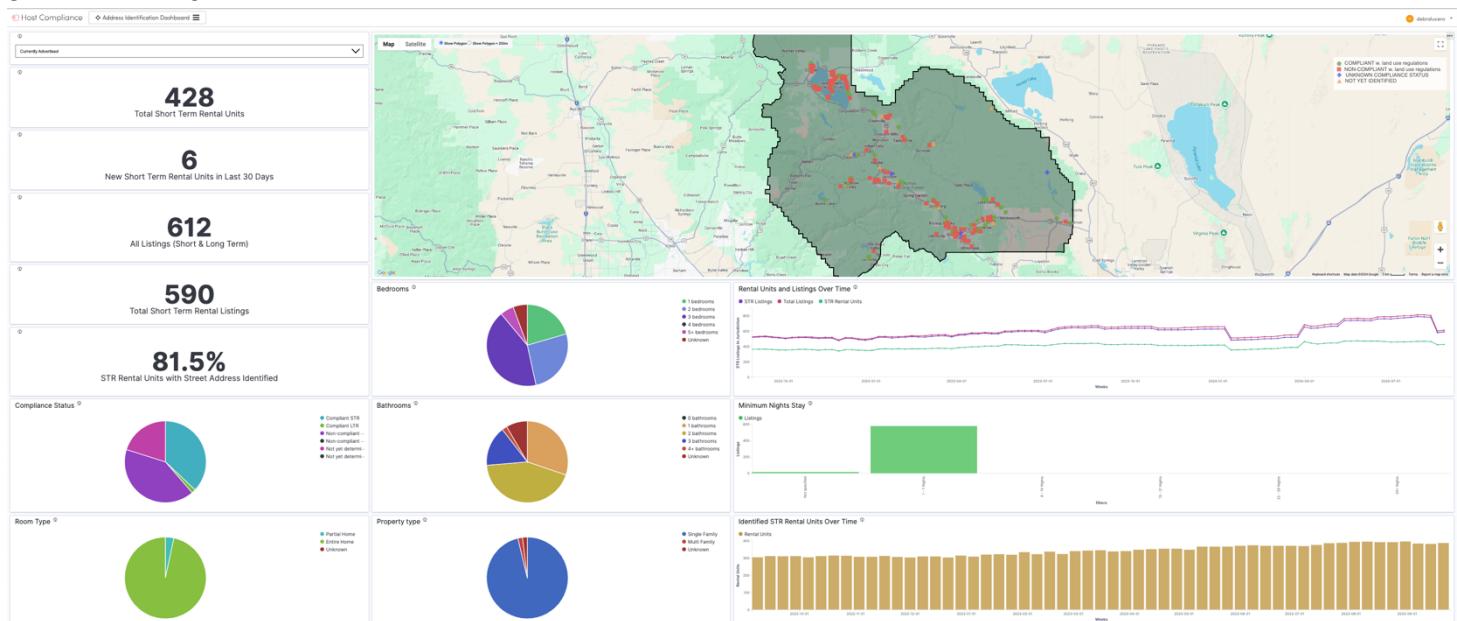
93

Properties that have received letters but are still non-compliant

OCTOBER 2024



SEPTEMBER 2024





**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 5, 2024

SUBJECT: Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at public@plumascounty.com; discussion and possible staff direction.

Recommendation:

Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at public@plumascounty.com; discussion and possible staff direction.

Background and Discussion:

Action:

Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at public@plumascounty.com; discussion and possible staff direction.

Fiscal Impact:

Possible General Fund impact.

Attachments:

None



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: November 5, 2024

SUBJECT: **CONTINUED FROM OCTOBER 15, 2024, Adopt RESOLUTION Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

CONTINUED FROM OCTOBER 15, 2024, Adopt RESOLUTION Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Background and Discussion:

The Political Reform Act of 1974 requires every local government agency to have a "Conflict of Interest Code" and review it each even-numbered year. The Conflict of Interest Code designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. Pursuant to Government Code Section 87306.5, notification that the Conflict of Interest Codes need to be reviewed to determine if they are accurate or if changes are needed were mailed to all special districts in Plumas County.

Action:

CONTINUED FROM OCTOBER 15, 2024, Adopt RESOLUTION Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. 2024 RESOL-BOS Approve Spcl Districts Conflict Code

RESOLUTION NO. 24 - _____

**A RESOLUTION APPROVING CONFLICT OF INTEREST CODES ADOPTED OR
AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY**

WHEREAS,

- A. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,
- B. Government Code section 87303 provides that each such conflict-of-interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

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

1. The conflict-of-interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.
2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.
3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict-of-interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on November 5, 2024, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

APPENDIX "A"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Compliant Districts:

American Valley Community Services District
Chester Public Utility District
Feather River Canyon Community Services District
Feather River Community College District
First 5 Plumas County Children & Families Commission
Graeagle Fire Protection District
Hamilton Branch Community Services District
Johnsville Public Utility District
LaPorte Fire Protection District
Last Chance Creek Water District
Long Valley Community Services District
Meadow Valley Fire Protection District
Mohawk Valley Cemetery District
Plumas Local Agency Formation Commission
Plumas Eureka Community Service District
Quincy Fire Protection District
Seneca Healthcare District

APPENDIX "B"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Non-Compliant Districts:

“C” Road Community Services District
Almanor Recreation and Park District
Beckwourth Peak Fire Protection District
Central Plumas Recreation and Park District
Chester Cemetery District
Clio Public Utility District
Crescent Mills Cemetery District
Crescent Mills Fire Protection District
Cromberg Cemetery District
Eastern Plumas Healthcare District
Eastern Plumas Recreation and Park District
Eastern Plumas Rural Fire District
Feather River Recreation and Fire District
Gold Mountain Community Services District
Graeagle Community Services District
Greenhorn Creek Community Services District
Greenville Cemetery District
Grizzly Lake Community Services District
Grizzly Ranch Community Services District
Hamilton Branch Fire Protection District
Indian Valley Community Services District
Indian Valley Recreation and Park District
Meadow Valley Cemetery District
Peninsula Fire Protection District
Plumas County Office of Education
Plumas Hospital Healthcare District
Plumas Unified School District
Portola Cemetery District
Prattville Almanor Fire District
Quincy/La Porte Cemetery District
Taylorsville Cemetery District
West Almanor Community Services District
Whitehawk Ranch Community Services District



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: November 5, 2024

SUBJECT: Adopt **RESOLUTION** to honor individuals who have served in the Armed Forces; Operation Green Light - November 5th through November 11, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Recommendation:

Adopt **RESOLUTION** to honor individuals who have served in the Armed Forces; Operation Green Light - November 5th through November 11, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Background and Discussion:

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Action:

Adopt **RESOLUTION** to honor individuals who have served in the Armed Forces; Operation Green Light - November 5th through November 11, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Fiscal Impact:

No General Fund Impact

Attachments:

1. 4023 FINAL

RESOLUTION NO. 24-_____

RESOLTUION TO HONOR INDIVIDUALS WHO HAVE SERVED IN THE ARMED FORCES; OPERATION
GREEN LIGHT FOR VETERANS- NOVEMBER 5TH THROUGH NOVEMBER 11TH 2024

WHEREAS, the residents of Plumas County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Plumas County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Plumas County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Plumas County hereby declares from November 5th through Veterans Day, November 11th, 2024, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service;

THEREFORE BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Plumas County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 5th through the 11th, 2024.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5th day of November 2024 by the following vote:

AYES:

NOES:

ABSTAINS:

Greg Hagwood, Chair, District 4
Plumas County Board of Supervisors

Allen Hiskey
Clerk of the Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 5, 2024

SUBJECT: CONTINUED FROM OCTOBER 15, 2024; Fund request by the Indian Valley Community Services District (IVCSD) for the Indian Valley Public Safety Center Project; discussion and possible action; Four/Fifths Roll Call Vote

Recommendation:

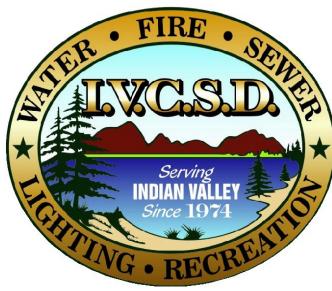
Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Public Safety Center Funding Request - Plumas BOS



Indian Valley Community Services District

Providing services for our community health, well-being, and prosperity

October 4, 2024

Honorable Members of the Board of Supervisors
County of Plumas
520 Main Street
Quincy, CA 95971

Re: Funding Request for the Indian Valley Public Safety Center Project

Dear Honorable Members of the Board:

Indian Valley Community Services District (IVCSD) is proud to contribute to the recovery and rebuilding of Greenville by spurring development of several “anchor” facilities which will serve the Indian Valley and beyond. These facilities will provide space for essential public services and will serve as a catalyst for the community’s redevelopment. While IVCSD has the interest and capacity to lead these projects, funding remains an incomplete puzzle.

Approximately 2 years ago, IVCSD hired NST Engineering to begin design of a new fire station just outside Greenville on Highway 89 to replace the downtown station that was lost in the Dixie Fire. During that design process, it became apparent that several agencies could easily co-locate on our fire station site, and after speaking with our first responder partners, the fire station design was changed and the project morphed into the Indian Valley Public Safety Center.

The building as designed is an approximately 11,000 square foot metal building which will house: Indian Valley Fire Department’s Greenville station and chief’s office, a roughly 50-person conference room and kitchen, a self-contained suite for Plumas County Sheriff’s Department personnel, and a self-contained multi-bedroom apartment for Emergency Medical Services workers from Plumas District Hospital / Careflight.

The most recent engineer’s estimate for the project is approximately 18 months old and anticipates a cost of \$5,000,000. An updated estimate is forthcoming but we believe the cost may have risen as much as 25% and the price could now be as high as \$6.5 million.

Board of Directors

Wanda Carpenter | Mary Cronin | Susan Doran | Kristine Gorbet | Andy Meyers
General Manager, Adam Cox

P.O. Box 207, Crescent Mills, CA. 95934 | 127 Crescent Street, Suite#1, Greenville, CA. 95947
530-284-7224 | 530-375-7095 | office@indianvalleycsd.com

Because there are relatively few grants available to public facilities such as fire stations, IVCSD will bear the significant burden of financing this project – likely through a combination of cash and debt (although we continue to explore other funding opportunities).

To date, IVCSD has spent over \$200,000 on design documents and for staff time. Design is nearly complete and IVCSD will be applying for a Special Use Permit and a Building Permit in the coming months. Our goal is to have the project bid out, contract awarded, and under construction at the beginning of the 2025 construction “season”. IVCSD is also working closely with the design engineer to create a bid package that is accessible (bond-wise) for local contractors.

Because of the importance of this project, the high cost, and the lack of other funding options, IVCSD is respectfully requesting a cash contribution from Plumas County in the amount of \$1,500,000.

As with our Town Center funding request, IVCSD anticipates negotiating a favorable long-term lease for the County's use of the substation suite.

We are asking that you take the following actions at your October 15, 2024 meeting:

1. Appropriate \$1,500,000 to the Indian Valley Public Safety Center project, payable on a reimbursement basis to IVCSD effective immediately.
2. Direct County staff to negotiate a Memorandum of Understanding with IVCSD outlining which costs the County would be responsible for in a future lease agreement in lieu of traditional rent, such as utilities.
3. Request that IVCSD provide regular updates to the Board of Supervisors regarding the progress of the project.

Plumas County's material participation in this project is vital. IVCSD appreciates your consideration of this request.

Sincerely,



Adam Cox
General Manager



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 5, 2024

SUBJECT: CONTINUED FROM OCTOBER 15, 2024; Funding request from the Indian Valley Community Services District (IVCSD) for the Indian Valley Town Hall Project; discussion and possible action; Four/Fifths Roll Call Vote

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Town Center Funding Request - Plumas BOS



Indian Valley Community Services District

Providing services for our community health, well-being, and prosperity

October 4, 2024

Honorable Members of the Board of Supervisors
County of Plumas
520 Main Street
Quincy, CA 95971

Re: Funding Request for the Indian Valley Town Center Project

Dear Honorable Members of the Board:

Indian Valley Community Services District (IVCSD) is proud to contribute to the recovery and rebuilding of Greenville by spurring development of several “anchor” facilities which will serve the Indian Valley and beyond. These facilities will provide space for essential public services and will serve as a catalyst for the community’s redevelopment. While IVCSD has the interest and capacity to lead these projects, funding remains an incomplete puzzle.

As part of the recovery process, several nonprofit and governmental stakeholders spent much of 2022 and 2023 engaging with Indian Valley residents and inputting their feedback into a series of reports which informed the Long-Term Recovery Plan.

That public engagement operation demonstrated a clear need and desire for several types of civic infrastructure with a community hall/center ranking as “High” in importance and as the most demanded specific project.

IVCSD, in coordination with Plumas County, Indian Valley Recreation and Parks District (IVRPD), and Dixie Fire Collaborative, has been working for over a year to identify and apply for funding for a conceptual Town Center campus. After applying for a Community Resilience Center grant application in December 2023 (special thanks to Plumas County’s Zachary Gately) and not securing that award, we began to pivot and broaden the focus of the project to match it with more potential funding sources.

In August 2024, the governing boards of IVCSD and IVRPD agreed to split the approximately

Board of Directors

Wanda Carpenter | Mary Cronin | Susan Doran | Kristine Gorbet | Andy Meyers
General Manager, Adam Cox

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\$40,000 cost of hiring an experienced grant writer to assist with drafting an EPA Community Change grant; Arcadis was ultimately hired as they have great familiarity with the Dixie Fire, with Plumas County, and with the Community Change grant specifically.

When the grant application is submitted this November, it will request the maximum award amount of \$20 million. With an overall project cost of up to \$25 million, IVCSD continues to search and apply for other grants, however the biggest challenge is that design documents (architectural and engineering) do not yet exist and the project currently remains in the conceptual phase.

IVCSD has identified a multi-parcel project site around the “Four Corners” area in Greenville, generally on the block bounded by Highway 89, Main Street, Mill Street, and Franklin Alley. The former Masonic Lodge parcel has been donated to IVCSD and 3 other parcels are pending IVCSD board approval for acquisition.

IVCSD and its partners have also determined several core spaces/functions of the Town Center campus which will be included for funding in the EPA Community Change grant application: **indoor regulation-size swimming pool, Greenville branch of the Plumas County Library, and a community meeting space with stage and kitchen** (also serving year-round recreation needs).

Other spaces/functions included at the campus – depending on available square footage and funding – may include office suites for IVCSD, IVRPD, and potentially for several Plumas County departments (Public Health, Behavioral Health, Social Services) as well as shared work space for micro-businesses.

Our Request

The figure below shows the current and future investments required for completion of this project.

<u>Current/Already Spent</u>		
IVCSD	Project administration to present, acquisition of real property, grant writing assistance	\$130,000
IVRPD	Grant writing assistance	\$19,000
Plumas County	SGC CRC grant writing	Unknown
<u>Needed</u>		
Plumas County	Design & Engineering - Phase 1	\$1,000,000
EPA Community Change	Phase 1 construction (pool, library, hall)	\$20,000,000
TBD	Future phases (offices, other spaces)	\$4,000,000
IVCSD	Future project administration	\$350,000

IVCSD is respectfully requesting a cash contribution of **\$1,000,000** from Plumas County for the Town Center project. Because this project will seek to replace at least two County facilities lost in the fire (library and community hall), IVCSD would seek to negotiate a favorable long-term lease with the County for these facilities in consideration of a \$1m capital contribution. **This contribution would be used to prepare design documents and operations/maintenance feasibility studies so that any future funding streams being sought will have the benefit of “shovel ready” status and so IVCSD can understand what the cost of running and maintaining the facility will be.**

Time is of the essence. Now more than three full years post-fire, the Dixie Fire recovery and reconstruction window continues to narrow as the world moves on and new natural disasters occur. The EPA Community Change grant will be submitted in less than one month, and having the ability to showcase Plumas County's investment in the project will greatly strengthen our application. Additionally, the Community Change grant requires a 3-year performance period, meaning the building must be designed, constructed, and open for use within 3 years of grant award.

Considering the size of the project and the fact that design has not yet started, a 36-month performance period is aggressive. Any extra month(s) of design work that we can do pre-award is essential to ensuring project success.

We are asking that you take the following actions at your October 15, 2024 meeting:

1. Appropriate \$1,000,000 to the Town Center project, payable on a reimbursement basis to IVCSD for any design-related costs, effective immediately.
2. Direct County staff to negotiate a Memorandum of Understanding with IVCSD outlining which County departments may ultimately need space at the Town Center and contemplating which costs the County would be responsible for in a future lease agreement in lieu of traditional rent, such as utilities.
3. Request that IVCSD provide regular updates to the Board of Supervisors regarding the progress of the project.

Plumas County's material participation in this project is vital. IVCSD appreciates your consideration of this request.

Sincerely,



Adam Cox
General Manager



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: November 5, 2024

SUBJECT: Approve Board Chair to sign Letters of Opposition to Senators Padilla, Butler, and Representative Kiley regarding H.R. 3372 ("pilot project" would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on any interstate, H.R. 2948 (would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit), and H.R. 7496 (which was introduced this month, would empower governors with new power to raise weights on interstate highways); discussion and possible action.

Recommendation:

Approve Board Chair to sign Letters of Opposition to Senators Padilla, Butler, and Representative Kiley regarding H.R. 3372 ("pilot project" would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on any interstate, H.R. 2948 (would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit), and H.R. 7496 (which was introduced this month, would empower governors with new power to raise weights on interstate highways); discussion and possible action.

Background and Discussion:

There has been a lot of movement in Congress to get heavier tractor-trailers on our roads. Below is the list of current bills in Congress now pushing for bigger trucks: * H.R. 3372, which would create a so-called "pilot project," would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on its interstates. * H.R. 2948 would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit. * H.R. 7496, which was introduced this month, would empower governors with new powers to raise weights on interstate highways.

Action:

Approve Board Chair to sign Letters of Opposition to Senators Padilla, Butler, and Representative Kiley regarding H.R. 3372 ("pilot project" would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on any interstate, H.R. 2948 (would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit), and H.R. 7496 (which was introduced this month, would empower governors with new power to raise weights on interstate highways); discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. CABT Padilla 241022
2. CABT Butler 241022
3. CABT Kiley 241022

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



November 5, 2024

The Honorable Alex Padilla
The United States Senate
331 Hart Senate Office Building
Washington, DC 20515

Dear Senator Padilla,

The five members of the Plumas County Board of Supervisors is reaching out about our concerns with federal proposals to increase commercial truck size and weight due to the negative effects of increased damage to local infrastructure and safety issues associated with even bigger trucks.

- H.R. 3372, which would create a so-called “pilot project,” would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on its interstates.
- H.R. 2948 would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit.
- Most recently, H.R. 7496, which was introduced this month, would empower governors with new powers to raise weights on interstate highways.

Located in the Sierra Nevada near Interstate 80, tractor-trailers navigating speed and curves, particularly in these mountainous areas, is dangerous to tractor-trailers. Just this past spring a tractor-trailer was traveling on Highway 70 and veered into a dirt shoulder, overcorrected, and crashed into the Feather River. The moment a truck driver makes a sharp turn, the heavier side goes with it, adding up to 11,000 pounds to a load will not increase safety which, should be at the forefront of any legislation involving the commercial trucking industry.

It's also important to remember that heavier trucks will come off Interstates and do damage to less-sturdy locally maintained bridges. This means taxpayers are on the hook for bigger trucks' damage.

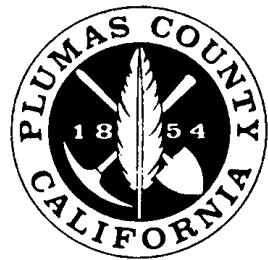
We stand with the National Association of Counties (NACo) in opposition to any attempts on the federal level for commercial vehicles weight increases and we hope you will do the same.

Sincerely,

Greg Hagwood
Chair, Plumas County Board of Supervisors
District 4 Supervisor

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



November 5, 2024

The Honorable Laphonza Butler
The United States Senate
112 Hart Senate Office Building
Washington, DC 20515

Dear Senator Butler,

The five members of the Plumas County Board of Supervisors is reaching out about our concerns with federal proposals to increase commercial truck size and weight due to the negative effects of increased damage to local infrastructure and safety issues associated with even bigger trucks.

- H.R. 3372, which would create a so-called “pilot project,” would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on its interstates.
- H.R. 2948 would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit.
- Most recently, H.R. 7496, which was introduced this month, would empower governors with new powers to raise weights on interstate highways.

Located in the Sierra Nevada near Interstate 80, tractor-trailers navigating speed and curves, particularly in these mountainous areas, is dangerous to tractor-trailers. Just this past spring a tractor-trailer was traveling on Highway 70 and veered into a dirt shoulder, overcorrected, and crashed into the Feather River. The moment a truck driver makes a sharp turn, the heavier side goes with it, adding up to 11,000 pounds to a load will not increase safety which, should be at the forefront of any legislation involving the commercial trucking industry.

It's also important to remember that heavier trucks will come off Interstates and do damage to less-sturdy locally maintained bridges. This means taxpayers are on the hook for bigger trucks' damage.

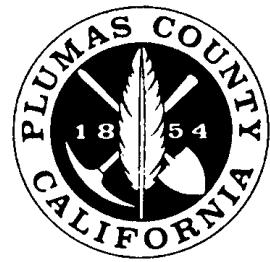
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Sincerely,

Greg Hagwood
Chair, Plumas County Board of Supervisors
District 4 Supervisor

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



November 5, 2024

The Honorable Kevin Kiley
The United States House of Representatives
1032 Longworth House Office Building
Washington, DC 20515

Dear Congressman Kiley,

The five members of the Plumas County Board of Supervisors is reaching out about our concerns with federal proposals to increase commercial truck size and weight due to the negative effects of increased damage to local infrastructure and safety issues associated with even bigger trucks.

- H.R. 3372, which would create a so-called “pilot project,” would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on its interstates.
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It's also important to remember that heavier trucks will come off Interstates and do damage to less-sturdy locally maintained bridges. This means taxpayers are on the hook for bigger trucks' damage.

We stand with the National Association of Counties (NACo) in opposition to any attempts on the federal level for commercial vehicles weight increases and we hope you will do the same.

Sincerely,

Greg Hagwood
Chair, Plumas County Board of Supervisors
District 4 Supervisor



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: November 5, 2024

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Resolution No. 24-8935 (BOS) - Ratifying the Proclamation of a County Wide Local Emergency due to the Gold Complex Fire

RESOLUTION NO. 24- 8935

**A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN
PLUMAS COUNTY**

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 22, 2024, the Director of Emergency Services proclaimed a local emergency due to the Gold Complex fire threatening communities in Plumas County; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER RESOLVED, the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.

1. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.

2. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
3. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to proclaim a State of Emergency for the County of Plumas.
4. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

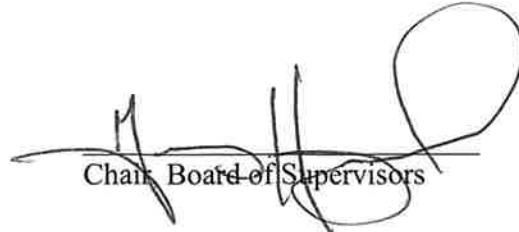
BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at a Special Meeting of the Board of Supervisors on July 25, 2024 by the following vote:

AYES: Supervisors: Ceresola, Goss, Engel, Hagwood

NOES:

ABSENT: Supervisor McGowan



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

Approved as to form:



Joshua Brantel, Attorney
County Counsel's Office



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: November 5, 2024

SUBJECT: 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 December 10, 2024; discussion and possible action.

Recommendation:

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 December 10, 2024; discussion and possible action.

Background and Discussion:

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 December 10, 2024; discussion and possible action.

Action:

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 December 10, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. RE8B0D~1

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date



Mark Satterfield, M.D.
Health Officer
County of Plumas



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: November 5, 2024

SUBJECT: There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action.

Recommendation:

There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action.

Background and Discussion:

There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action.

Action:

There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

None



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: November 5, 2024

SUBJECT: Appoint Laura Atkins as Social Services Director, effective November 5, 2024, and authorize Chair to sign the employment agreement; discussion and possible action.

Recommendation:

Appoint Laura Atkins as Social Services Director, effective November 5, 2024, and authorize Chair to sign the employment agreement; discussion and possible action.

Background and Discussion:

Action:

Appoint Laura Atkins as Social Services Director, effective November 5, 2024, and authorize Chair to sign the employment agreement; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. L Atkins Employment Agreement 4094 FINAL

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and LAURA L. ATKINS, an individual (“CONTRACT EMPLOYEE”) who agrees as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Social Services Director/Public Guardian/Public Conservator, and other duties as may be assigned. A copy of the Social Services Director/Public Guardian/Public Conservator job description is set forth in Exhibit A and incorporated herein by this reference. CONTRACT EMPLOYEE’s employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE’s duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Social Services Director/Public Guardian/Public Conservator, effective November 5, 2024, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a sixty (60) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may “buy-out” any part of the 60-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter “Severance”) to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE’S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County’s option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, CONTRACT EMPLOYEE shall immediately cease providing service pursuant to this contract and will not be provided with the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on a bi-weekly basis, in the same manner as appointed department heads. Effective beginning November 5, 2024, CONTRACT EMPLOYEE shall be paid at the annual salary rate of One Hundred Fourteen Thousand Six Hundred Seventy 40/100 Dollars (\$114,670.40) per year (or \$9,555.87 per month), which is Step Three (3) of the pay schedule adopted by the Plumas County Board of Supervisors, per Resolution 2024-8947, and does not include longevity. Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Board of Supervisors Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to

change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Fourteen (14) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at her sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 60-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument and have had the opportunity to consult with legal counsel

prior to entering into this Agreement. Each party warrants that it has either consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 115, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective November 5, 2024, (the “Effective Date”) if approved by both parties.

21. SIGNATURES

COUNTY:

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

By _____
Gregory Hagwood, Chair
Plumas County Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:

Laura L. Atkins
“Contract Employee”

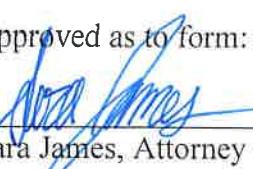
Dated: _____

ATTEST:

Allen Hiskey,
Clerk of the Board

Dated: _____

Approved as to form:



Sara James, Attorney
County Counsel's Office