



Board of Supervisors

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

AGENDA FOR REGULAR MEETING
FEBRUARY 11, 2025 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](http://LIVE%20ONLINE)

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. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

B. Rick Roberti, Sierra Cattlemen's Association Update

2. CONSENT AGENDA

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

A. BOARD OF SUPERVISORS

- 1) 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 March 11, 2025;

- 2) 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 March 11, 2025.
- 3) Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.
- 4) Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

B. TREASURER-TAX COLLECTOR

- 1) Approve and authorize Treasurer-Tax Collector to recruit and fill, one extra-help Tax Specialist I/II; (General Fund Impact) as approved in the FY24-25 recommended budget.

C. PUBLIC WORKS/ROAD

- 1) Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacancy of One (1) FTE Assistant Director of Public Works, due to promotion; No General Fund Impact; Road budgeted funds.

D. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Plumas Sanitation to provide waste tank pumping services at the Plumas County Correctional Facility; effective January 1, 2025; not to exceed \$10,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (70380 / 521300 Jails/Maint. Building & Grounds); approved as to form by County Counsel.

E. SOCIAL SERVICES

- 1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 4 FTE Eligibility Specialist; (No General Fund Impact) Federal, State and realignment funds.
- 2) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Social Services Aide; (No General Fund Impact) Funds to support this position come from the 2011 public safety realignment of Child Protective Services.
- 3) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 2 FTE Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.
- 4) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Senior Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.
- 5) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

F. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Community Medical Specialists to provide Tele-Therapy services; effective February 1, 2025; not to exceed \$500,000.00 per fiscal year. (No General Fund Impact) State funds; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing Sheriff's Office to apply for and administer grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division ; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Approve and authorize the Sheriff to sign two agreements between Plumas County Sheriff's Office and the State of California Department of General Services/California Highway Patrol; effective 10/01/2024; not to exceed \$5,040.00/year total for the first year; (No General Fund Impact) Sheriff's Medcom (EMS) funds 70357-520912; not approved as to form by County Counsel; discussion and possible action.
- 3) Approve and authorize Plumas County Sheriff to recruit and fill, funded and allocated, vacant Sheriff Sergeant FTE one (1.0); (General Fund Impact) as approved in FY24/25 recommended budget.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and City of Portola for law enforcement services, effective July 1, 2024, incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25, approved as to form by County Counsel.

4. BOARD OF SUPERVISORS

A. CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

- B. Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; discussion and possible action whether the Board is willing to operate this agreement with Plumas County being the governing jurisdiction in the exercise of power under this agreement.

C. PLUMAS COUNTY TOURISM - Sharon Roberts

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Civitas Advisors, Inc. for a Transient Occupancy Tax Information Nondisclosure Agreement; effective February 11, 2025; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

D. APPOINTMENTS

- 1) Appoint two Plumas County Supervisors to the Sierra Nevada Conservancy Board, one to serve as an alternate Board member, and one to serve as a County Liaison for Northeast Sierra subregion for a one-year term; discussion and possible action
- 2) **Notice of Vacancy:** This is to announce that five vacancies have occurred on the Plumas County Chester Design Committee representing District 3. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com
- 3) Select and appoint a Plumas County Board of Supervisor to the Solid Waste Task Force, effective February 11, 2025; discussion and possible action.

E. CORRESPONDENCE

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

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Public Health Director (Board Only)
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, February 18, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



PLUMAS COUNTY
MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Clint Koble
MEETING DATE: February 11, 2025
SUBJECT: PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Recommendation:

PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Background and Discussion:

Action:

Fiscal Impact:

No General Fund Impact.

Attachments:

1. BOS Report February 11, 2025

BOS Report February 11, 2025

Business and Economic Development

- **For the month of January 2025, the following districts had new business filings:**
 - **District 1 (Portola): 4**
 - **District 2 (Greenville) 3**
 - **District 4 (Quincy) 3**
- **In early January of this year, I attended the 25th Annual Economic Forecast Conference where we were told:**
 - **Interest rates won't go down significantly until the end of next year. In fact, on Friday, January 31st, interest rates on all USDA Single Family Home loans went up $\frac{1}{4}$ of 1% to 4.75%.**
 - **Inflation will drop slowly, if not actually increase.**
 - **CA will remain a high-cost state**
 - **CA Fair Plan Rates may go up after the LA Fires. On Monday, February 3rd, State Farm announced they were raising their homeowner policy rates by 22% in CA.**
 - **Housing prices rose roughly 30% between 2019 and 2023.**
 - **Housing prices may drop slightly, perhaps only 2% this year.**
 - **Population in the North State can be categorized as aging, low births, high deaths, and low in-migration.**
 - **Most North State counties have not fully recovered economically from pre-COVID days.**
 - **The brain drain continues to diminish rural capacity.**
 - **Housing and Childcare are major concerns in the North State.**

- Technology moves quickly while businesses and governments do not.
- Data is precious; it drives policies, and it's crucial for startups.
- AI should amplify people's impact rather than replace them.
- AI Financial Literacy will be in more demand.
- Companies and governments may not embrace AI, but employees will bring it to work; could be conflicting.
- There has been a big growth in Cultural Districts in the North State. This has led to an expansion of arts and entertainment that are positively impacting economic development. Debra Lucero was credited with forming the Redding Cultural District, that is a model for the 14 Cultural Districts in CA.
- The Rural Conundrum is: Where do we go from here? Can we rebound from our wildfire disasters and how? Can we bring in niche manufacturing and other industry diversities?
- The North State will continue to be a slow-growth rate area.

Thank you.

Clint Koble

(530) 375-0126



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: February 11, 2025

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 March 11, 2025;

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 March 11, 2025;

Background and Discussion:

Every 30 days, the Plumas County Board of Supervisors must review Resolutions that were adopted during Local Health Emergencies.

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 March 11, 2025;

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.

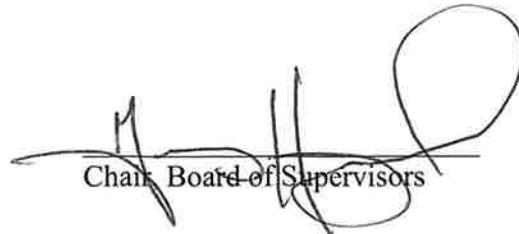
BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, 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: February 11, 2025

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 March 11, 2025.

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 March 11, 2025.

Background and Discussion:

Every 30 days, the Plumas County Board of Supervisors must review Resolutions that were adopted during Local Health Emergencies.

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 March 11, 2025.

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: February 11, 2025

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

Background and Discussion:

The Plumas County Board of Supervisors reviews Resolutions concerning County-Wide Local Emergencies periodically.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. RE4BC8~1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR
PROCLAIM A STATE OF EMERGENCY
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. 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.
2. 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.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. 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 maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None

ABSENT: None

Dwight Ceresola
Dwig Ceresola, Chair
Plumas County Board of Supervisors

ATTEST



Heidi White
Clerk of the Board of Supervisors



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: February 11, 2025

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

Background and Discussion:

The Plumas County Board of Supervisors reviews Resolutions of County-Wide Local Emergencies periodically.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Resolution No. 21-8601 - RATIYING THE PROCLAMATION OF A COUNTY WIDE LOCAL EMERGENCY DUE TO WILDFIRES IMPACTING PLUMAS COUNTY
2. RE8B0D~1

RESOLUTION NO. 21-3601

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 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth 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.

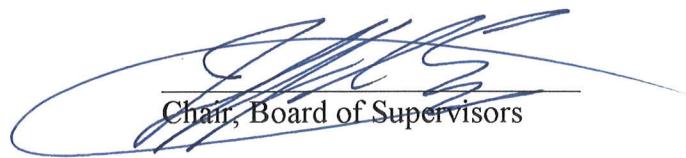
BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, 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 the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

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
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Treasurer-Tax Collector to recruit and fill, one extra-help Tax Specialist I/II; (General Fund Impact) as approved in the FY24-25 recommended budget.

Recommendation:

Approve and authorize Treasurer-Tax Collector to recruit and fill, one extra-help Tax Specialist I/II; (General Fund Impact) as approved in the FY24-25 recommended budget.

Background and Discussion:

Treasurer-Tax Collector's office has a need for extra help to assist with day to day functions of the office.

Action:

Approve and authorize Treasurer-Tax Collector to recruit and fill, one extra-help Tax Specialist I/II; (General Fund Impact) as approved in the FY24-25 recommended budget.

Fiscal Impact:

General Fund Impact as approved in 2024-2025 recommended budget.

Attachments:

1. Tax Specialist I
2. Tax Specialist II

TREASURER/TAX SPECIALIST I

DEFINITION

Under general supervision to perform specialized accounting and statistical, recordkeeping in connection with the maintenance and processing of tax, treasury or other fiscal records; assisting the public or other County staff with specialized department procedures; to provide a variety of information about department policies and procedures; to perform a variety of special record keeping work and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Treasury/Tax Specialist series. Incumbents learn and perform a variety of tax, treasurer, or other fiscal specialized recordkeeping work. They are also required to provide specialized and technical public assistance.

REPORTS TO

Assistant Treasurer/Tax Collector or Collections Officer.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

TREASURY/TAX SPECIALIST I – 2

EXAMPLES OF DUTIES

- Learns to perform a wide scope of complex and specialized technical financial and statistical recordkeeping work; maintains journals, general ledgers, and subsidiary ledgers.
- Maintains and updates accounts receivable.
- Posts journal entries for cleared warrants, ACH and wire transfers.
- Reconciles daily expenditures.
- Develops and maintains statistics for the preparation of State and County reports.
- Interprets and applies Federal, State and County codes, procedures and rules in collecting and processing taxes, court fines and fees.
- Investigates delinquent accounts for collection of monies due gathers and investigates financial information from credit sources.
- Evaluates data and determines the ability to pay.
- Conducts executions on property for non-payment of taxes.
- Negotiates payment agreements and schedules.
- Prepares files for court hearings and actions.
- Uses a variety of methods and procedures for locating absent taxpayers.
- Interviews debtors and others regarding taxes and court ordered debts.
- Contacts other agencies in locating taxpayers and court clientele and obtaining payment.
- Takes appropriate action to deal with uncooperative clientele.
- Identifies and resolves a variety of complex account and statistical recordkeeping problems.
- Prepares periodic billings.
- Operates office equipment and computers.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

TREASURY/TAX SPECIALIST I – 3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Methods, practices, and terminology of financial and statistical recordkeeping.
- Laws, rules, and regulations governing the maintenance of fiscal records and collections of taxes and court ordered debts, including, but not limited to: Government Code, Revenue and Taxation Code, Streets and Highways Code, Code of Civil Procedure, Civil Procedure, Civil Code, Bankruptcy laws, Plumas County Code.
- Basic principles and terminology of accounting.
- Policies, procedures and programs of the Plumas County Treasurer/Tax Collector/Collections Department.
- Good public relations techniques.
- Computerized financial information systems used by the County.
- Modern office methods and procedures.

ABILITY TO

- Perform a variety of complex and technical specialized financial and statistical record keeping work.
- Read and understand codes, statutes, and information related to financial and statistical recordkeeping work.
- Gather and organize data and information.
- Prepare financial and statistical reports.
- Make mathematical calculations quickly and accurately.
- Work with computerized financial and special information systems and use a computer for financial and statistical recordkeeping work.
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the work areas where assigned.
- Establish and maintain cooperative working relationships.
- Work with timelines and interruptions.
- Maintain confidentiality of records.

TREASURY/TAX SPECIALIST I – 4

TRAINING AND EXPERIENCE

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

Two years of previous experience in performing financial, statistical recordkeeping, technical support, public assistance work comparable to that of a Fiscal and Technical Services Assistant II with Plumas County.

SPECIAL REQUIREMENT

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

TREASURER/TAX SPECIALIST II

DEFINITION

Under general supervision to perform specialized accounting and statistical, recordkeeping in connection with the maintenance and processing of tax, treasury or other fiscal records; assisting the public or other County staff with specialized Department procedures; to provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the Treasury/Tax Specialist series. Incumbents have responsibility for performing the most advanced and complex tax, treasurer, or other fiscal specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. This class is distinguished from Treasury/Tax Specialist I by the performance of more complex assignments.

REPORTS TO

Assistant Treasurer/Tax Collector or Collections Officer.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

TREASURY/TAX SPECIALIST II – 2

EXAMPLES OF DUTIES

- Serves as a technical resource for other county departments and agencies.
- Performs a wide scope of complex and specialized technical financial and statistical record keeping work; maintains journals, general ledgers, and subsidiary ledgers.
- Maintains and updates accounts receivable.
- Posts journal entries for cleared warrants, ACH and wire transfers.
- Reconciles daily expenditures.
- Develops and maintains statistics for the preparation of State and County reports.
- Interprets and applies Federal, State and County codes, procedures and rules in collecting and processing taxes, court fines and fees.
- Investigates delinquent accounts for collection of monies due gathers and investigates financial information from credit sources.
- Evaluates data and determines the ability to pay; conducts executions on property for non-payment of taxes.
- Negotiates payment agreements and schedules.
- Prepares files for court hearings and actions.
- Uses a variety of methods and procedures for locating absent taxpayers.
- Interviews debtors and others regarding taxes and court ordered debts.
- Contacts other agencies in locating taxpayers and court clientele and obtaining payment; takes appropriate action to deal with uncooperative clientele.
- Identifies and resolves a variety of complex account and statistical records keeping problems.
- Prepares periodic billings.
- Operates office equipment and computers.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and terminology of financial and statistical recordkeeping.
- Laws, rules, and regulations governing the maintenance of fiscal records and collections of taxes and court ordered debts, including, but not limited to: Government Code, Revenue and Taxation Code, Streets and Highways Code, Code of Civil Procedure, Civil Procedure, Civil Code, Bankruptcy laws, Plumas County Code.
- Basic principles and terminology of accounting.
- Policies, procedures and programs of the Plumas County Treasurer/Tax Collector/Collections Department.
- Good public relations techniques.
- Computerized financial information systems used by the County.
- Modern office methods and procedures.

Ability to:

- Perform a variety of the most complex and technical specialized financial and statistical record keeping work.
- Read and understand codes, statutes, and information related to financial and statistical recordkeeping work.
- Gather and organize data and information.
- Prepare financial and statistical reports.
- Make mathematical calculations quickly and accurately.
- Work with computerized financial and special information systems and use a computer for financial and statistical recordkeeping work.
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the work areas where assigned.
- Establish and maintain cooperative working relationships.
- Work with timelines and interruptions.
- Maintain confidentiality of records.

TREASURY/TAX SPECIALIST II – 4

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

Two years of previous experience in performing specialized financial, statistical recordkeeping, technical support, and public assistance work comparable to that in a Treasurer/Tax Collector's and/or Collections office

Special Requirement: Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacancy of One (1) FTE Assistant Director of Public Works, due to promotion; No General Fund Impact; Road budgeted funds.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Assistant Director of Public Works.

Background and Discussion:

In April 2024 the Director of Public Works retired. In September, 2024 the Assistant Director of Public Works was hired as the Director, resulting in the vacancy of the Assistant Director position.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

Action:

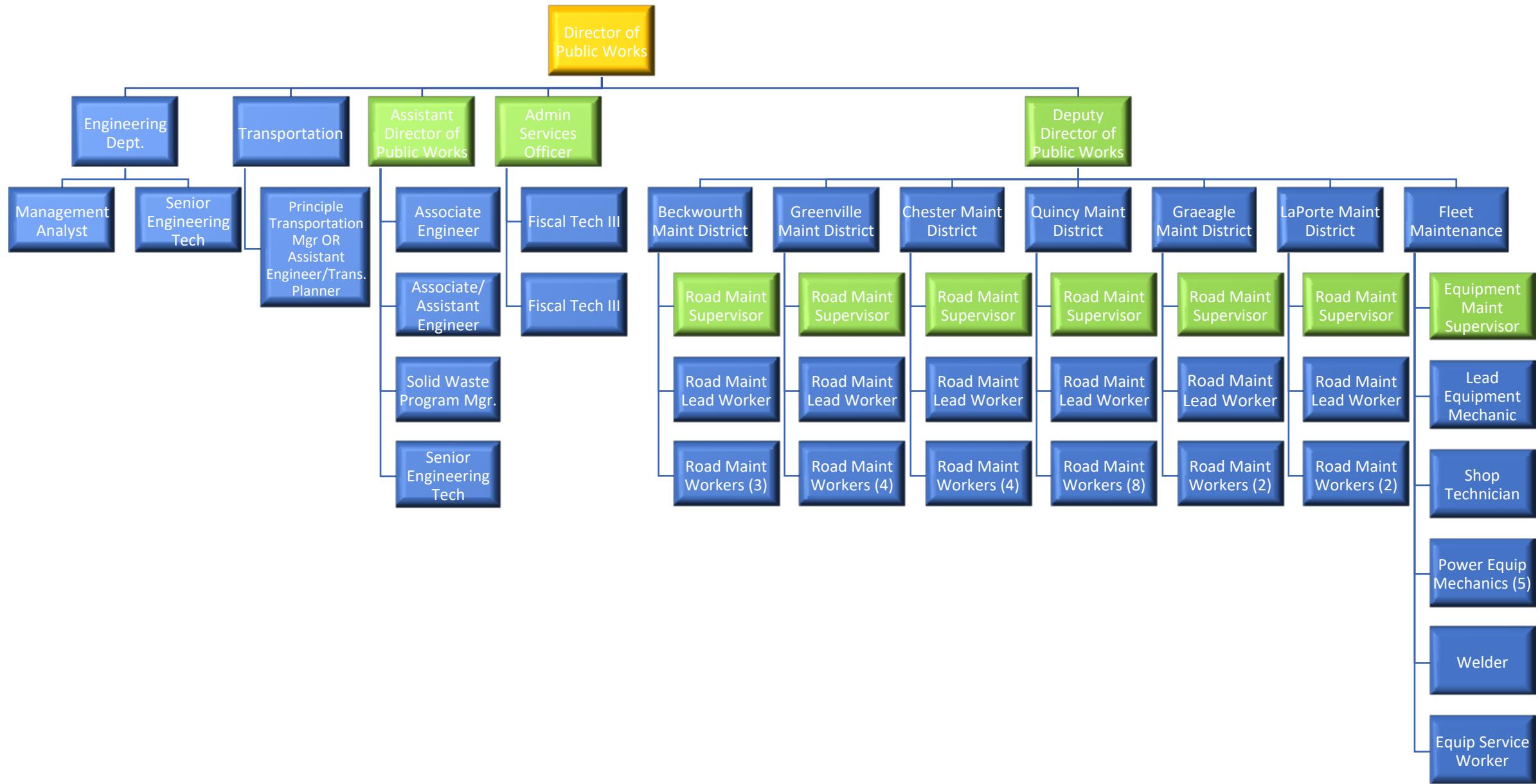
Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacancy of One (1) FTE Assistant Director of Public Works, due to promotion; No General Fund Impact; Road budgeted funds.

Fiscal Impact:

No General Fund impact. Road budgeted.

Attachments:

1. Department Org Chart
2. CRITICAL STAFFING QUEST Asst Director 2-11-25



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Assistant Director

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

Associate/Assistant Engineers are the workforce responsible for overseeing road and bridge construction projects. The Assistant Director oversees the engineering staff and provides project direction.

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

Public Works has many road and bridge construction projects currently in progress and require the oversight of an Associate Engineer or Assistant Engineer.

- How long has the position been vacant?

5 months.

- 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
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Plumas Sanitation to provide waste tank pumping services at the Plumas County Correctional Facility; effective January 1, 2025; not to exceed \$10,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (70380 / 521300 Jails/Maint. Building & Grounds); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Plumas Sanitation to provide waste tank pumping services at the Plumas County Correctional Facility; effective January 1, 2025; not to exceed \$10,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (70380 / 521300 Jails/Maint. Building & Grounds); approved as to form by County Counsel.

Background and Discussion:

Contract to provide the Sheriff's Office with vault pumping services at the Plumas County Correctional Facility in order to help prevent back-ups and blockages.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Plumas Sanitation to provide waste tank pumping services at the Plumas County Correctional Facility; effective January 1, 2025; not to exceed \$10,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (70380 / 521300 Jails/Maint. Building & Grounds); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget (70380 / 521300 Jails/Maint. Building and Grounds)

Attachments:

1. Plumas Sanitation 4806 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Plumas Sanitation 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 Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$9,999.00).
3. **Term.** The term of this agreement shall be from January 1, 2025, through December 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.

_____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS _____

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

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak, Fiscal Officer

Contractor:

Plumas Sanitation Inc.
73762 Industrial Way
Portola, CA 96122
Attention: Lance Wehrman, Owner

_____ COUNTY INITIALS

- 5 -

_____ CONTRACTOR INITIALS

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

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

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

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

CONTRACTOR:

Plumas Sanitation, Inc., a California Corporation

By: _____
Name: Lance Wehrman
Title: Chief Executive Officer/Chief Financial Officer/Secretary
Date signed:

COUNTY:

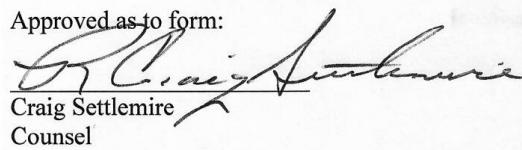
County of Plumas, a political subdivision of the State of California

By: _____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

Craig Settlemire
Counsel

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Provide waste tank pumping at the Plumas County Correctional Facility in order to help prevent back-ups and blockages.

_____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of \$500.00 per waste tank pump service.
2. Emergency waste tank pumps that occur on weekends or after standard business hours (after 6:00pm), will be charged at a maximum of \$800 per waste tank pump service.
3. Should additional service be needed, the County shall be provided with a written estimate prior to any work or repairs. County shall not be responsible for the cost of any work or repairs the County did not authorize in advance of the work or repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that the work or repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall provide a written invoice on the day of service to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
5. 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.
6. The County shall not have any responsibility to make payments to any subcontractor or supplier.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 4 FTE Eligibility Specialist; (No General Fund Impact) Federal, State and realignment funds.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 4 FTE Eligibility Specialist; (No General Fund Impact) Federal, State and realignment funds.

Background and Discussion:

The Department of Social Services has experienced vacancies in the class of Eligibility Specialist I/II. Two of the positions became vacant as a result of promotions of incumbents and two positions are vacant from staff resignations.

The Eligibility Specialist is the position in the Department that performs eligibility determinations and ongoing case management for economic assistance programs such as CalFresh, Medi-Cal and County General Assistance. Demands for these programs have been high due to the expansion of the Medi-Cal Program and the increase in CalFresh applications. It is the Department's expectation that our need for Eligibility Specialist's will remain in place for some time.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 4 FTE Eligibility Specialist; (No General Fund Impact) Federal, State and realignment funds.

Fiscal Impact:

(No General Fund Impact) Federal, State and realignment funds.

Attachments:

1. Eligibility-Specialist-II-NS
2. Eligibility-Specialist-I-NS
3. Position Classification Eligibility Specialist
4. QUESTIONS FOR REVIEW TO FILL POSITIONS. 4 Eligibility Specialist
5. PCDSS-PG Organizational Chart 2025

ELIGIBILITY SPECIALIST II

DEFINITION

The Eligibility Specialist classifications determine the eligibility of applicants and recipients for public assistance programs through interactive interviewing and fact gathering; maintain current knowledge of program regulations and procedures necessary for multi-program caseload administration; initiate and process casework through automated systems; identify needs and make appropriate referrals for health, social, and/or employment services; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Eligibility Specialist II is the journey-level classification in the Eligibility Specialist series. Incumbents demonstrate working knowledge of eligibility regulations, procedures and eligibility software systems. Eligibility Specialist II incumbents handle more complex tasks and/or caseloads independently with consultation as needed by Eligibility Specialist III's or Eligibility Supervisors. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level or if filled from the outside, require prior experience as an Eligibility Specialist, Eligibility Worker or comparable position.

The class of Eligibility Specialist II is distinguished from the Eligibility Specialist I as the latter requires a higher level of consultation and supervision and is working toward achieving a working knowledge of program rules and regulations. The Eligibility Specialist II class is distinguished from the Eligibility Specialist III in that the latter class is assigned lead specialist duties or special assignments with a greater degree of independent judgment.

REPORTS TO

Eligibility Supervisor or Program Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ELIGIBILITY SPECIALIST II - 2

EXAMPLES OF DUTIES

- Performs interactive interviews to elicit eligibility information, obtain and/or verify financial, employment, tax and personal demographic information and determine eligibility for public assistance programs and services
- Analyzes financial and eligibility information to determine initial or continuing eligibility for multiple aid programs
- Explains regulations, rules and policies to clients and apprises them of their rights, responsibilities and eligibility for participation in various public assistance programs and services
- Ensures accuracy and completion of application and declaration forms
- Resolves discrepancies by securing documentation, medical records and confirmation from other agencies
- Enters and retrieves numerical and narrative data and issues benefits from an automated computer system
- Determines the level of benefits to which the client is entitled by making complex computations and/or computer entries and then analyzing the results
- Reviews and interprets information provided on a variety of forms both by the client and third parties to assist with eligibility determination
- Evaluates clients for and answers questions on Advanced Payment Tax Credits (APTC) related to health care reform
- Explains a variety of plan options, costs and individual plan features through Covered California
- Monitors on-going eligibility by obtaining periodic updated information of eligibility factors and takes appropriate actions on changes
- Determines need for additional services and makes referrals as needed for employment and other services to outside agencies to assist clients toward self-sufficiency and directs clients accordingly
- Organizes and prioritizes caseload so that necessary case records and documents are processed and updated within specific time limits established by regulation and local policy
- Enters and maintains case records, including written narratives, forms and computer documents in a clear and readable format
- Troubleshoots task and/or case issues to determine appropriate resolution of problems, involving Help Desk as needed
- Communicates both orally and in writing with clients and others related to the initial and ongoing eligibility determination while maintaining confidentiality
- Responds to questions and complaints of clients in person, by telephone, mail and/or email communication
- Provides pertinent forms and pamphlets to clients as required

ELIGIBILITY SPECIALIST II - 3

EXAMPLES OF DUTIES – continued:

- Identifies suspected fraud and makes referrals for investigation
- Makes referrals to social service workers as needed
- Participates in special projects, studies, work assignments and committees
- Prepares correspondence and reports
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- General goals and purpose of public social services programs
- Laws, rules, regulations, policies and procedures governing eligibility for diverse public assistance programs and related case administrative techniques
- Methods and techniques of conducting an investigative interview and information gathering
- Computer terminology and computer keyboard arrangement
- Modern office practices, methods and procedures
- Record keeping practices and procedures
- Principles of mathematical calculations
- Intricacies of health insurance plans, medical health plan options and associated terminology
- Regulations and rules regarding household filing status related to the Affordable Care Act
- Cultural and human behavior, including knowledge of self, to interact effectively with clients and staff
- Principles and practices of effective customer service
- Structure and content of the English language including the meaning and spelling of words, rules of composition and grammar
- Modern equipment and communication tools used for business functions and program,

ELIGIBILITY SPECIALIST II - 4

Knowledge of – continued:

Benefits Assistance Counselor Classification Series revised
to new Eligibility Specialist Classification Series 01/2017

- project and task coordination
- Computers and software programs (e.g., Microsoft software applications) to conduct research, assess information and/or prepare documentation

Ability to:

- Apply the policies, procedures and programs of the County Social Services Department
- Apply the laws, rules and regulations governing eligibility and grant determination for multiple public assistance programs and the case administration of these programs
- Identify available resources and communicate with others to obtain and verify information concerning eligibility
- Use fact finding techniques and perform in-depth and interactive interviewing
- Determine appropriate course of action in emergency situations
- Make referrals to appropriate agencies and social service programs
- Detect and evaluate potential fraudulent situations
- Analyze and interpret written, numerical and verbal data from various sources
- Utilize multiple electronic information, social services systems and analyze and interpret such information
- Enter and maintain data accurately and timely into a computerized system
- Navigate through computer screens and effectively use computer systems, software applications and modern business equipment to perform a variety of work tasks
- Identify when computer output is incorrect and make corrections
- Process cases manually as required
- Plan and organize caseload to ensure work is completed in accordance with regulations relating to eligibility and timeliness
- Function effectively in a system with strict deadlines and constant changes
- Read, understand, apply and explain complicated and detailed correspondence, reports, regulations and policy directives
- Perform a variety of mathematical computations accurately and rapidly
- Prepare clear, concise and accurate records and reports
- Explain complex rules and programs so they can be understood by people of diverse socio-economic, cultural and educational backgrounds
- Gather, record and correctly evaluate tax filing data, income and additional necessary information required for the determination of eligibility for one or more programs
- Explain health insurance plan options and plan details available to clients through the Affordable Care Act
- Review a variety of tax documents to obtain needed household filing information
- Explain health care reform tax credit implications to clients
- Refer clients to other community services as needed

ELIGIBILITY SPECIALIST II - 5

Ability To – continued:

- Assess and manage difficult and hostile persons or situations; or call for intervention

Benefits Assistance Counselor Classification Series revised
to new Eligibility Specialist Classification Series 01/2017

when appropriate

- Interact with people in a courteous manner in person, on the telephone, by mail or email
- Work in a fast-paced, professional office environment and prioritize a wide range of duties with varying time requirements to ensure timely completion
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax
- Establish and maintain cooperative working relationships with the public and staff
- Follow written and oral directions and instructions

Training and Experience

Qualifications needed for this position:

One (1) year full time experience in an Eligibility Specialist I classification in an Interagency Merit System (IMS) County;

OR

Two (2) years of full time experience determining eligibility for public assistance programs in a public human services agency

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

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required.

Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code and section 11105.3 of the California Penal Code.

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.

ELIGIBILITY SPECIALIST I

DEFINITION

Under supervision, Eligibility Specialist classifications determine the eligibility of applicants and recipients for public assistance programs through interactive interviewing and fact gathering; maintain current knowledge of program regulations and procedures necessary for multi-program caseload administration; initiate and process casework through automated systems; identify needs and make appropriate referrals for health, social, and/or employment services. Eligibility Specialist may refer clients to other staff or community resources and do related work as required.

DISTINGUISHING CHARACTERISTICS

The Eligibility Specialist I is the entry- level in the Eligibility Specialist series. Incumbents may have prior experience determining eligibility for loans, financial assistance, unemployment or veterans benefits, or publicly or privately funded health, counseling or social services programs; have completed initial classroom training as part of the Eligibility Specialist Trainee training program; or may have the required level of education. Incumbents will be placed in a work team and initially may receive classroom instruction prior to being assigned casework and /or tasks. Incumbents work under close supervision while learning to independently determine public assistance eligibility, and apply knowledge and skills learned from their training in completing eligibility tasks and applying complex regulations. As incumbents gain experience and work toward the journey level in the series, they are expected to work with more independence and have the ability to complete more complex tasks and/or handle larger client caseloads. Incumbents are expected to progress to the journey-level Eligibility Specialist II upon completion of one year of satisfactory performance in the entry-level Eligibility Specialist I classification.

REPORTS TO

Eligibility Supervisor or Program Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ELIGIBILITY SPECIALIST I - 2

EXAMPLES OF DUTIES

- Performs interactive interviews to elicit eligibility information, obtain and /or verify financial, employment, tax and personal demographic information and determine eligibility for public assistance programs and services
- Analyzes financial and eligibility information to determine initial or continuing eligibility for multiple aid programs
- Explains regulations, rules and policies to clients and apprises them of their rights, responsibilities and eligibility for participation in various public assistance programs and services
- Ensures accuracy and completion of application and declaration forms
- Resolves discrepancies by securing documentation, medical records and confirmation from other agencies
- Enters and retrieves numerical and narrative data and issues benefits from an automated computer system
- Determines the level of benefits to which the client is entitled by making complex computations and/or computer entries and then analyzing the results
- Reviews and interprets information provided on a variety of forms both by the client and third parties to assist with eligibility determination
- Evaluates clients for answers questions on Advanced Payment Tax Credit (APTC) related to health care reform
- Explains a variety of plan options, costs and individual plan features through Covered California
- Monitors on-going eligibility by obtaining periodic updated information of eligibility factors and takes appropriate actions on changes
- Determines need for additional services and makes referrals as needed for employment and other services to outside agencies to assist clients toward self-sufficiency and directs clients accordingly
- Organizes and prioritizes caseload so that necessary case records and documents are processed and updated within specific time limits established by regulation and policy
- Enters and maintains case records, including written narratives, forms and computer documents in a clear and readable format
- Troubleshoots tasks and /or case issues to determine appropriate resolution of problems, involving Help Desk as needed
- Communicates both orally and in writing with clients and others related to the initial and ongoing eligibility determination while maintaining confidentiality
- Responds to questions and complaints of clients in person, by telephone, mail and/or email communication
- Provides pertinent forms and pamphlets to clients as required
- Identifies suspected fraud and makes referrals for investigations
- Makes referrals to social service workers as needed

- Participates in special projects, studies, work assignments and committees

ELIGIBILITY SPECIALIST I- 3

EXAMPLES OF DUTIES – continued:

- Prepares correspondence and reports
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- General goals and purpose of public social services programs
- Laws, rules, regulations, policies and procedures governing eligibility for diverse public assistance programs and related case administrative techniques
- Methods and techniques of conducting an investigative interview and information gathering
- Computer terminology and computer keyboard arrangement
- Modern office practices, methods and procedures
- Record keeping practices and procedures
- Principles of mathematical calculations
- Intricacies of health insurance plans, medical health plan options and associated terminology
- Regulations and rules regarding household filing status related to the Affordable Care Act
- Cultural and human behavior, including knowledge of self, to interact effectively with clients and staff
- Principles and practices of effective customer service
- Structure and content of the English language including the meaning and spelling of words, rules of composition and grammar
- Modern equipment and communication tools used for business functions and program, project and task coordination
- Computers and software programs (e.g., Microsoft software applications) to conduct research, assess information and/or prepare documentation

ELIGIBILITY SPECIALIST I- 4

Ability to:

- Apply the policies, procedures and programs of the County Social Services Department
- Apply the laws, rules and regulations governing eligibility and grant determination for multiple public assistance programs and the case administration of these programs
- Identify available resources and communicate with others to obtain and verify information concerning eligibility
- Use fact finding techniques and perform in-depth and interactive interviewing
- Determine appropriate course of action in emergency situations
- Make referrals to appropriate agencies and social service programs
- Detect and evaluate potential fraudulent situations
- Analyze and interpret written, numerical and verbal data from various sources
- Utilize multiple electronic information, social services systems and analyze and interpret such information
- Enter and maintain data accurately and timely into a computerized system
- Navigate through computer screens and effectively use computer systems, software applications and modern business equipment to perform a variety of work tasks
- Identify when computer output is incorrect and make corrections
- Process cases manually as required
- Plan and organize caseload to ensure work is completed in accordance with regulations relating to eligibility and timeliness
- Function effectively in a system with strict deadlines and constant changes
- Read, understand, apply and explain complicated and detailed correspondence, reports, regulations and policy directives
- Perform a variety of mathematical computations accurately and rapidly
- Prepare clear, concise and accurate records and reports
- Explain complex rules and programs so they can be understood by people of diverse socio-economic, cultural and educational backgrounds
- Gather, record and correctly evaluate tax filing data, income and additional necessary information required for the determination of eligibility for one or more programs
- Explain health insurance plan options and plan details available to clients through the Affordable Care Act
- Review a variety of tax documents to obtain needed household filing information
- Explain health care reform tax credit implications to clients
- Refer clients to other community services as needed
- Assess and manage difficult and hostile persons or situations; or call for intervention when appropriate
- Interact with people in a courteous manner in person, on the telephone, by mail or

ELIGIBILITY SPECIALIST I - 5

Ability to - continued:

- email
- Work in a fast-paced, professional office environment and prioritize a wide range of duties with varying time requirements to ensure timely completion
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax
- Establish and maintain cooperative working relationships with the public and staff
- Follow written and oral directions and instructions

Training and Experience:

Qualifications for the position:

One year full-time experience in an Eligibility Specialist Trainee classification in an Interagency Merit System (IMS) county;

OR

One (1) year of full-time experience determining eligibility for health programs, loans, financial assistance, unemployment, or other benefits and two (2) years of clerical work involving public contact;

OR

Two (2) years of full-time experience determining eligibility for health programs, loans, financial assistance, unemployment, or other benefits;

OR

Four (4) years of full-time clerical work involving public contact, interviewing, math computations, completion of forms or eliciting information from the public;

OR

Equivalent to the completion of 60 semester units or 90 quarter units from an accredited college or university.

OR

Graduation from an accredited four-year college or university.

ELIGIBILITY SPECIALIST I - 6

Benefits Assistance Counselor Classification Series revised
to new Eligibility Specialist Classification Series 01/2017

Training and Experience – continued:

***Qualifying experience or education may be combined in order to meet the above requirements. When combining education and experience; fifteen (15) semester units or twenty-two (22) quarter units equal six months of experience.

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

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required.

Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code and section 11105.3 of the California Penal Code.

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.

Position Classification: Eligibility Specialist I/II

FTE: 4.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

This position is responsible for performing eligibility determinations for the Medi-Cal, CMSP and CalFresh (Food stamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Food stamp) program are a state mandated activity.

Funding Sources:

Medi-Cal is entirely funded by State General Fund and Federal Pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, Generally 15% of the cost of time spent performing CalFresh (Food stamp) eligibility determinations. As is explained below, there are potential realignment funding implications *when the position is left empty.*

Special Considerations:

Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that if a position is not filled, the fixed overhead costs redistributed themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in the cost structure. It is in the Counties best interest to avoid such a scenario.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Eligibility Specialist – Medi-Cal/CalFresh Program

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

Answer: Yes. CalFresh (Food stamps), Medi-Cal and CMSP are state mandated programs. The Eligibility Specialist performs eligibility determinations for these services.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The first of the 4 positions became vacant January 18, 2021.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way. The State determines appropriate staffing levels and funds accordingly.

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

Answer: We will not be able to process applications for Medi-Cal and CalFresh in accordance with the state requirements.

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

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to other programs costing the Department money.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

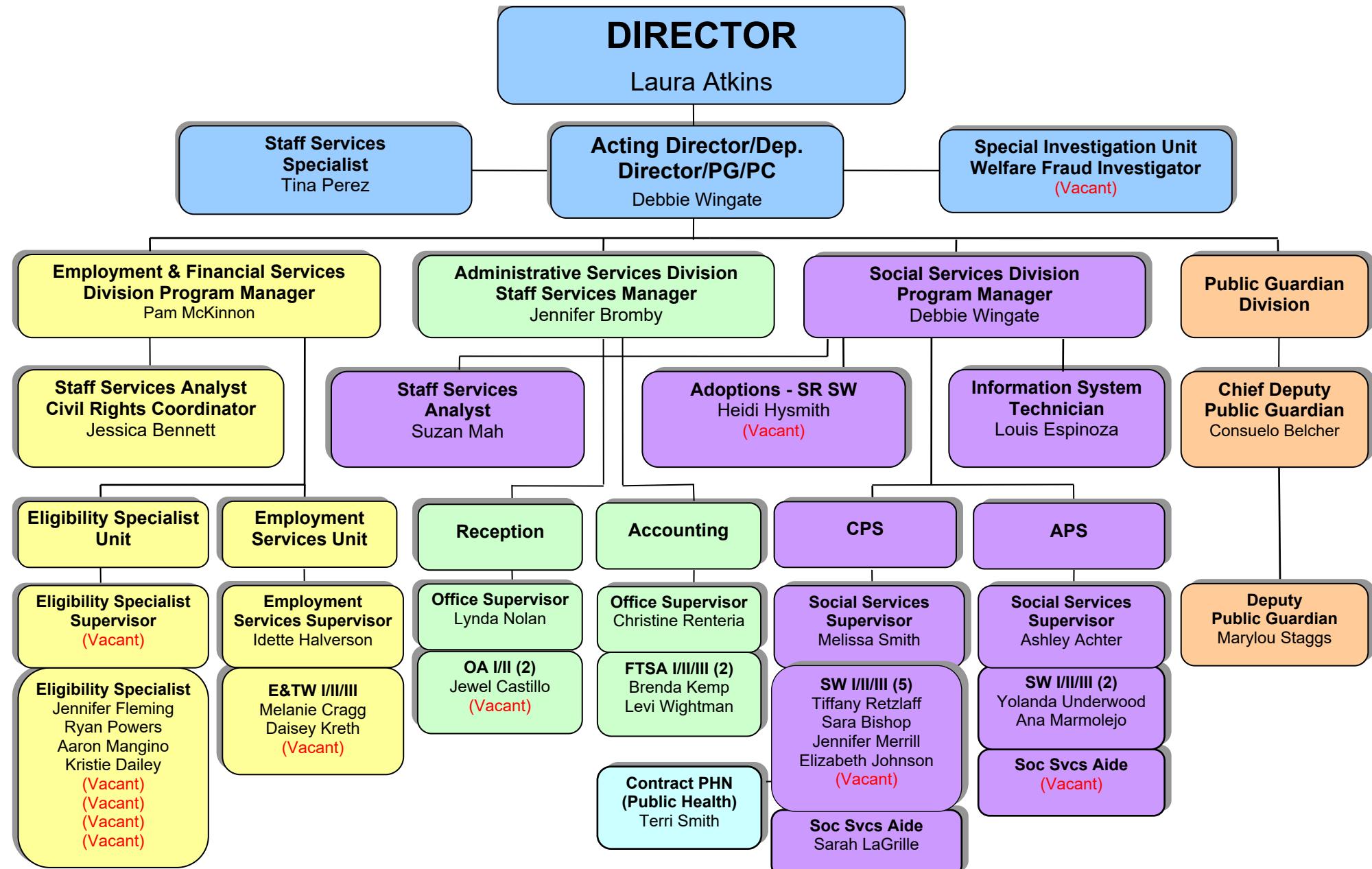
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

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

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Social Services Aide; (No General Fund Impact) Funds to support this position come from the 2011 public safety realignment of Child Protective Services.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Social Services Aide; (No General Fund Impact) Funds to support this position come from the 2011 public safety realignment of Child Protective Services.

Background and Discussion:

The Department has experienced a vacancy in the position of Social Services Aide. This position is critical to public safety and the safety of children as this position is assigned to support Social Workers in the Child Protective Services unit. The position became vacant September 3, 2024.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Social Services Aide; (No General Fund Impact) Funds to support this position come from the 2011 public safety realignment of Child Protective Services.

Fiscal Impact:

(No General Fund Impact) Funds to support this position come from the 2011 public safety realignment of Child Protective Services.

Attachments:

1. Position Classification Social Services Aide 24
2. QUESTIONS FOR REVIEW TO FILL POSITIONS. Social Services Aide 24
3. Social Services Aide NS 2017
4. PCDSS-PG Organizational Chart 2025

Position Classification: Social Services Aide

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

The Social Worker Aide Provides logistical and operational support to the Child Welfare Services unit in the Department of Social Services. Typical responsibilities can include arranging for transport or transporting children and/or families who are in the child welfare system and who require county provided transportation to court ordered visits. The Aide may also conduct reviews of relative homes prior to the permanent placement of abused or neglected children with a relative or a non-relative extended family member.

Funding Sources:

The funding to support these positions comes from federal pass-through dollars, state funds and county realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Services Aide – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: We no longer have capacity to perform the duties of this vacant position due to increasing requirements for visitations.

- How long has the position been vacant?

Answer: The position became vacant effective September 3, 2024.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties utilize Social Worker Aides in similar ways to assist with protecting children.

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

Answer: Child Protective Services.

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

Answer: The state allocates funds to Counties to fulfill the mandate that requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: 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?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

SOCIAL SERVICES AIDE

DEFINITION

Under general supervision, the Social Service Aide assists Social Workers by performing specifically designated tasks related to the improvement of family functioning and child and adult services; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Social Service Aide is a paraprofessional class. Incumbents assist Social Workers by relieving them of routine tasks such as performing assessments of clients in the In-Home Support Services program, instructing parents in the development of parenting and household management skills, and/or performing various tasks for the child and adult service programs.

The Social Service Aide differs from the Social Worker in that the former requires a lower level of skill and training than the level required of a professional Social Worker.

REPORTS TO

Social Worker Supervisor or Program Manager / Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

SOCIAL WORKER AIDE – 2

EXAMPLES OF DUTIES

- Maintains a routine caseload of elderly adults who are infirm or incapacitated and receiving household services.
- Conducts ongoing client needs assessments and verifies needs by contacting medical and health services providers.
- Presents client assessments to professional staff for approval.
- Checks in on clients receiving in home services to make reports to Social Workers on observations.
- Completes narrative reports regarding a client's condition and services provided and/or recommended. Enters data regarding case and client information and contacts into automated system.
- Makes client referrals to medical personnel or social workers as needed.
- Provides direct training and counseling to mentally ill and developmentally disabled parents on parenting and household management skills, and teaches families about nutritional meal preparation, budgeting and household care.
- Monitors the medical and psychological care of abused children.
- Supervises visits between parents and children and reports observations to social worker.
- Provides emergency child care.
- Assists professional staff with site visitations and with removal of children into protective custody which may require physical removal by lifting and carrying children.
- Transports or accompanies clients to appointments for service or interviews. Provides transportation both inside and outside of Plumas County for children under Child Protective Services including relocation/placement in Foster homes
- May testify in juvenile court hearings.
- Assists Social Workers in providing a variety of child and adult social services.
- Supervises children while parents meet with Social Workers.
- Acts as liaison between clients and professional staff, individuals and groups in the community serviced.
- Directly assists families in using and learning about the resources of society, particularly medical, legal, employment services, and household management.
- Maintains records of work performed, and performs other related work as required.
- Assists Social Workers by providing routine clerical support including filing, completion of reports, documentation of site visits, makes and receives routine phone call to and from clients.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; use of office equipment including computers, telephones, calculators, copiers and FAX; sufficient physical ability and strength to deal with active children; corrected hearing and vision to normal range.

SOCIAL WORKER AIDE – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office and in a field environment; continuous contact with staff, the public as well as adult and child clients.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic rules and regulations regarding In Home Support Services, child abuse reporting, and Welfare and Institution Codes.
- Basic community resources useful to clients served, acceptable housekeeping and homemaking standards, including the methods, materials and equipment used in general housekeeping work.
- Basic methods and attitudes involved in the in-home care of physically ill, handicapped or disabled persons and adequate food preparation with limited kitchen equipment.
- General clerical and record keeping practices.

Ability to:

- Interview persons to obtain a variety of information applicable to the provision of social services evaluating client's needs.
- Understand and accept differences in human behavior resulting from cultural, economic or other forms of deprivation.
- Effectively instruct physically and mentally disabled adults in parenting and household skills.
- Deal with physically and sexually abused children.
- Prepare basic written reports.
- Communicate clearly and concisely orally and in writing.
- Maintain detailed records and reports.
- Recognize and report specific indications of need for social services.
- Maintain confidential information in accordance with legal standards and/or County regulations.
- Establish and maintain effective working relations with co-workers, outside organizations, and the public.
- Follow oral and written instructions.
- Safely drive and operate a motor vehicle while transporting passengers.
- Assist with possible problems during visitations and take appropriate action.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Lift and carry small children.

SOCIAL WORKER AIDE – 4

Training and Experience:

Qualifications needed for this position:

Sixty (60) semester units or ninety (90) quarter units of college, including fifteen (15) semester units or twenty-two and one-half (22.5) quarter units in social welfare, social/human service, sociology, or other social or behavioral science*;

OR

Two (2) years of full-time experience providing social services in a public or private setting to disadvantaged adults or children;

OR

A combination of education and comparable experience equivalent to two years of full-time experience which includes a minimum of fifteen (15) semester units or twenty-two and one-half (22.5) quarter units in social or behavioral science*. When combining education and experience; fifteen (15) semester units or twenty-two and one-half (22.5) quarter units equal six months of experience.

*Examples of social or behavioral science courses include: anthropology, criminal justice, economics, education, ethnic studies, history, human development, law, nursing, nutrition, philosophy, political science, psychology, public health, religion, social welfare, sociology, welfare, women's studies.

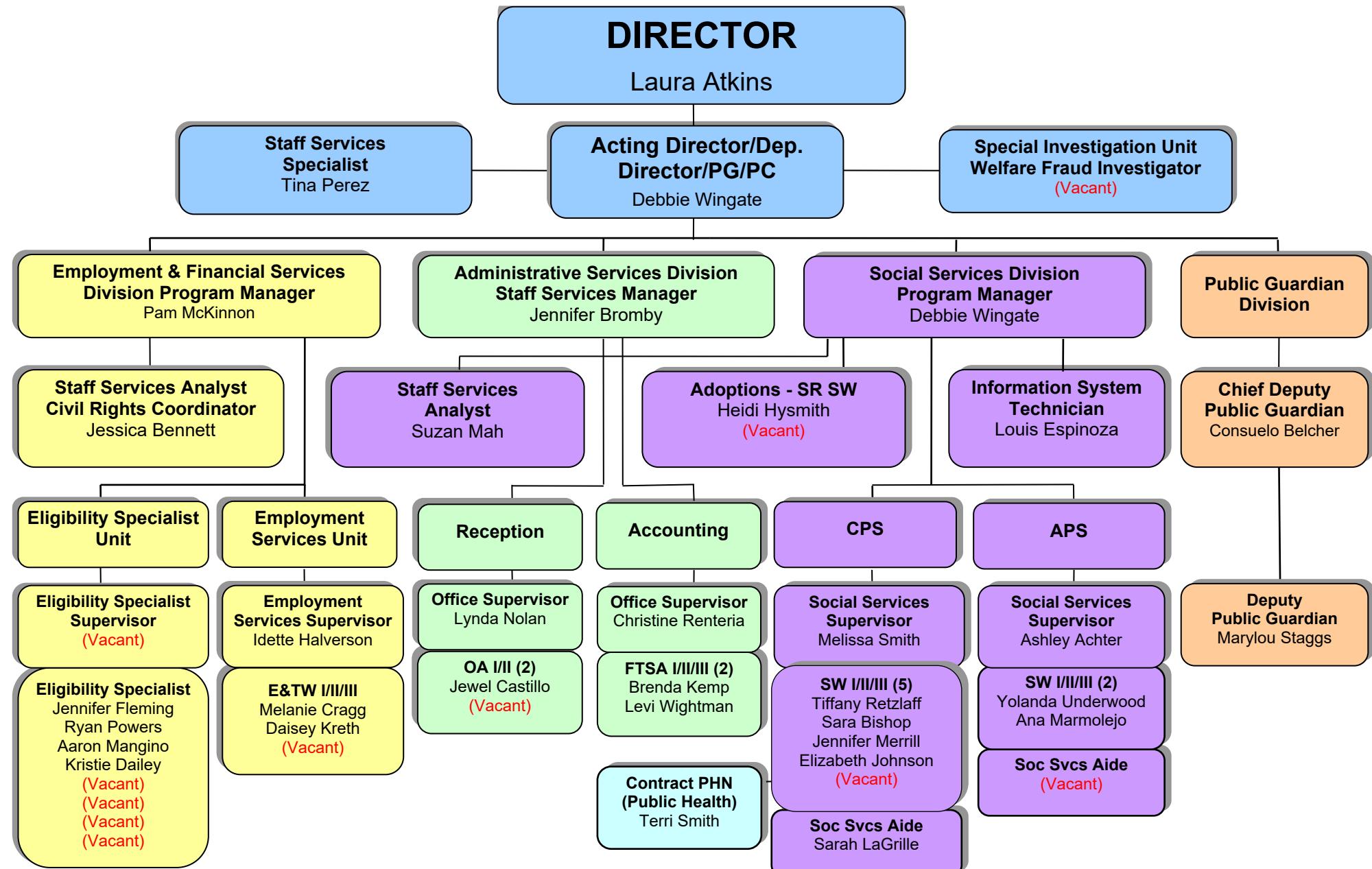
Special Requirements: Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required.

Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code and section 11105.3 of the California Penal Code.

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 2 FTE Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 2 FTE Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Background and Discussion:

The Department of Social Services has experienced 2 vacancies in the class of Social Worker I/II. These positions became vacant September 3, 2021 and December 31, 2024. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore, critical for assuring the safety of abused or neglected children.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 2 FTE Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Fiscal Impact:

(No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Attachments:

1. Position Classification Social Worker
2. QUESTIONS FOR REVIEW TO FILL POSITIONS.SW.cws2
3. Social Worker I NS 2017
4. Social Worker II NS 2017
5. PCDSS-PG Organizational Chart 2025

Position Classification: Social Worker I/II

FTE: 2.00

Budgeted Position: Yes

Position Description:

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community-based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass-through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the counties General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget?

Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.

- How long has the position been vacant?

Answer: These positions became vacant on February 28, 2023 and December 31, 2024 due to the resignation of the prior incumbents.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for seven social workers in Plumas County for this program.

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

Answer: Children may not be protected from abuse leading to potential tragic circumstances.

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

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.

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

Answer: No.

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

Answer: 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?

Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.

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

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

SOCIAL WORKER I

DEFINITION

Performs basic social services casework; identifies client needs for more intensive casework services and provides referrals; carries a caseload of moderately difficult cases; manages a caseload of increasingly difficult cases; and performs other related work as assigned.

DISTINGUISHING CHARACTERISTICS

Working under close supervision, Social Worker I is the entry/trainee class in the professional Social Worker series. Employees in this class are learning casework methods, procedures, policies and carry a limited non-complex social services caseload under close supervision and receive in-service training; are given close and constant supervision while learning social work principles, social service programs, basic case work methods and techniques, and departmental rules, regulations and procedures. Typical assignments are within child welfare and adult services programs; however, at the agency's discretion positions may be assigned to employment services to perform social services case work for employment services clients as required by department needs. As requisite skill and knowledge is developed, greater independence and the full scope of responsibility is exercised. Unless a position is permanently allocated to the Social Worker I level due to the nature of the work, employees are expected to promote to the Social Worker II after one year of satisfactory performance at the trainee level.

REPORTS TO

Social Services Supervisor or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

SOCIAL WORKER I - 2

EXAMPLES OF DUTIES

- Conducts interviews with clients, family members, and other in their home, in the office, or via telephone to assess the basic social, physical and mental needs of clients and obtain health information in order to identify and provide social services.
- Performs case studies and evaluates individual and family case information to assess the safety of children and adults; determines appropriate types and methods of treatment.
- Assesses reports of suspected abuse; may provide information to law enforcement or district attorneys
- Develops and carries out culturally sensitive non-complex to moderate treatment plans for an assigned caseload in conformance with agency, state and federal requirements
- Assists clients and family members to develop strategies to accomplish case plan goals
- Refers clients to other staff members or to community resources for direct and intensive services and specialized counseling as necessary
- Advocates on clients behalf for most appropriate services including enabling services
- Assists applicants and recipients in utilizing available resources
- Interprets policies, rules, and regulations of the agency to applicants, clients and others within the scope of their responsibility
- Makes home visits in connection with casework assignments
- Prepares and maintains case records and databases; communicates decisions, timelines, recommendations and case plans to clients, families and service providers
- May testify in court
- May be assigned to specialized functions
- Participates in in-service training and other staff development activities to increase knowledge of the social work processes and achieve technical competence
- Receives casework consultation from professionally trained staff members
- Provides community outreach for various agency programs
- Maintains client confidentiality; performs all duties in conformance with the National Association of Social Workers (NASW) Code of Ethics
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

SOCIAL WORKER I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and practices of organization, workload management and time management
- Principles and practices of note taking, report writing, and English composition, grammar, punctuation, and spelling
- Phone etiquette and interview techniques
- Socio-economic conditions and trends
- Basic principles of individual and group behavior
- Current issues in the field of social welfare
- Role and responsibilities of social workers
- Principles of interviewing and problem-solving methodology
- Basic public welfare programs on the Federal, State, and local level
- General principles of public assistance policies and programs
- Develops and prepares court report, case plans, case narratives and safety plans in automated computer systems
- Enters and retrieves data and narratives from automated computer systems
- Basic principles and techniques of interviewing and recording of social casework
- Laws, rules, and regulations governing the operation of the public welfare agency and the role of a social worker
- Community organization and the social problems calling for the use of public and private community resources
- Basic principles involved in the nature, growth, and development of personality and in-group processes
- Knowledge of the medical, legal, economic, and social management needs of individuals and families with special medical needs such as HIV disease, drug dependency, the medically fragile child, Alzheimer's, and the terminally ill
- Knowledge of the strategies and protocols surrounding crisis intervention techniques such as voice modulation and assessing the potential for suicide
- Knowledge of basic psychopathology, the different types of mental illness diagnoses, how mental illness affects human behavior and mental health services and treatments utilized by

clients.

SOCIAL WORKER I - 4

Ability **to:**

- Understand and learn the agency programs, policies, and procedures
- Obtain facts and recognize the relevance and significance
- Organize and maintain work detail
- Establish and maintain effective client rapport and professional working relationships with agency staff, clients, and others
- Communicate effectively, both orally (phone and in person) and in writing
- Analyze situations and adopt effective courses of action
- Interpret and explain to the applicant, recipient, or others public social service programs, policies, rules, and regulations
- Develop skill in interviewing case recording and interpretation
- Work within a community setting and effectively use appropriate resources and services
- Maintain confidentiality in accordance with legal standards and/or county regulations
- Work effectively in emotionally charged or stressful settings/emergencies
- Operate a personal computer and other office equipment and software
- Analyze data, interpret and apply directions, rules, policies, procedures and regulations, and develop appropriate responses
- Accept and use constructive feedback
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients
- Respect cultural differences
- Work with increasingly difficult cases /clients including clients with dual diagnoses, potentially dangerous clients or legally complex cases
- Analyze data from multiple sources, interpret and apply complex directions, rules, policies, procedures and regulations, and develop appropriate responses

SOCIAL WORKER I – 5

Training and Experience:

Qualifications needed for this position:

Graduation from an accredited four-year college or university;

OR

Successful completion of thirty (30) college semester units (45 quarter units) from an accredited college or university, including fifteen (15) semester units (22.5 quarter units) in social welfare, social/human services, sociology, or other social or behavioral science*

AND

One (1) year of full-time experience in the Social Service Aide, Eligibility Worker II, Employment and Training Worker II or comparable classification; OR Three (3) years of full-time experience providing direct client services to disadvantaged adults or children in a private or public agency.

*Examples of acceptable social or behavioral science courses include: anthropology, criminal justice, education, ethnic studies, history, human development, human services, law, nursing, nutrition, psychology, public health, social welfare, sociology, welfare, women's studies.

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

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required.

Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code and section 11105.3 of the California Penal Code.

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.

SOCIAL WORKER II

DEFINITION

Performs basic social services casework; identifies client needs for more intensive casework services and provides referrals; carries a caseload of moderately difficult cases; manages a caseload of increasingly difficult cases; and performs other related work as assigned.

DISTINGUISHING CHARACTERISTICS

Working under general direction, Social Worker II is the journey level in the Social Worker series. Employees at this level are expected to carry a full caseload of moderately difficult cases requiring greater skill and depth of job knowledge in assessing problem situations and formulating plans for service. Typical assignments are within child welfare and adult services programs; however, at the agency's discretion, Social Worker II may be assigned to employment services to perform social services case work for employment services clients as required by department needs. Employees work with a high degree of independence in administering services and in using agency or community resources.

Social Worker II differs from Social Worker III in that the latter is the advanced journey level, assigned the more complex cases, and specialized functions.

REPORTS TO

Social Services Supervisor or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

SOCIAL WORKER II- 2

EXAMPLES OF DUTIES

- Conducts interviews with clients, family members, and other in their home, in the office, or via telephone to assess the basic social, physical and mental needs of clients and obtain health information in order to identify and provide social services.
- Performs case studies and evaluates individual and family case information to assess the safety of children and adults; determines appropriate types and methods of treatment.
- Assesses reports of suspected abuse; may provide information to law enforcement or district attorneys.
- Develops and carries out culturally sensitive non-complex to moderate treatment plans for an assigned caseload in conformance with agency, state and federal requirements; assists clients and family members to develop strategies to accomplish case plan goals.
- Refers clients to other staff members or to community resources for direct and intensive services and specialized counseling as necessary; advocates on clients behalf for most appropriate services including enabling services.
- Assists applicants and recipients in utilizing available resources.
- Interprets policies, rules, and regulations of the agency to applicants, clients and others within the scope of their responsibility.
- Makes home visits in connection with casework assignments.
- Prepares and maintains case records and databases.
- Communicates decisions, timelines, recommendations and case plans to clients, families and service providers.
- May testify in court.
- May be assigned to specialized functions.
- Participates in in-service training and other staff development activities to increase knowledge of the social work processes and achieve technical competence.
- Receives casework consultation from professionally trained staff members.
- Provides community outreach for various agency programs.
- Maintains client confidentiality.
- Performs all duties in conformance with the National Association of Social Workers (NASW) Code of Ethics.
- Carries a caseload that includes cases with problems of moderate difficulty.
- Counsels or supports clients with complex or specialized needs; provides crisis intervention.
- Provides self-help information, education, and services; works with client and caregivers to develop and improve caregiving and independent living skills.
- Obtains and evaluates policy, medical, and psychological reports.
- May serve as mentor to staff, orients staff, and provides training and guidance on cases.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

SOCIAL WORKER II - 3

TYPICAL WORKING CONDITIONS

Work is performed in an office; and outside including travels to client's residents or other locations; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and practices of organization, workload management and time management.
- Principles and practices of note taking, report writing, and English composition, grammar, punctuation, and spelling.
- Phone etiquette and interview techniques.
- Socio-economic conditions and trends.
- Basic principles of individual and group behavior.
- Current issues in the field of social welfare.
- Role and responsibilities of social workers
- Principles of interviewing and problem-solving methodology.
- Basic public welfare programs on the Federal, State, and local level.
- General principles of public assistance policies and programs.
- Develops and prepares court report, case plans, case narratives and safety plans in automated computer systems.
- Enters and retrieves data and narratives from automated computer systems.
- Basic principles and techniques of interviewing and recording of social casework.
- Laws, rules, and regulations governing the operation of the public welfare
- Agency and the role of a social worker.
- Community organization and the social problems calling for the use of public and private community resources.
- Basic principles involved in the nature, growth, and development of personality and in-group processes.
- Knowledge of the medical, legal, economic, and social management needs of individuals and families with special medical needs such as HIV disease, drug dependency, the medically fragile child, Alzheimer's, and the terminally ill.
- Knowledge of the strategies and protocols surrounding crisis intervention techniques such as voice modulation and assessing the potential for suicide.
- Knowledge of basic psychopathology, the different types of mental illness diagnoses, how mental illness affects human behavior and mental health services and treatments utilized by clients.

SOCIAL WORKER II - 4

Ability to:

- Understand and learn the agency programs, policies, and procedures.
- Obtain facts and recognize the relevance and significance.
- Organize and maintain work detail.
- Establish and maintain effective client rapport and professional working relationships with agency staff, clients, and others.
- Communicate effectively, both orally (phone and in person) and in writing.
- Analyze situations and adopt effective courses of action.
- Interpret and explain to the applicant, recipient, or others public social service programs, policies, rules, and regulations.
- Develop skill in interviewing case recording and interpretation.
- Work within a community setting and effectively use appropriate resources and services.
- Maintain confidentiality in accordance with legal standards and/or county regulations.
- Work effectively in emotionally charged or stressful settings/emergencies
- Operate a personal computer and other office equipment and software
- Analyze data, interpret and apply directions, rules, policies, procedures and regulations, and develop appropriate responses.
- Accept and use constructive feedback
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients.
- Respect cultural differences.
- Work with increasingly difficult cases /clients including clients with dual diagnoses, potentially dangerous clients or legally complex cases
- Analyze data from multiple sources, interpret and apply complex directions, rules, policies, procedures and regulations, and develop appropriate responses.

SOCIAL WORKER II - 5

Training and Experience:

Qualifications needed for this position:

One (1) year of full-time experience performing entry level social work case management in the Social Worker I classification in an Interagency Merit System (IMS) county;

OR

One (1) year of full-time social work case management experience**; AND Thirty (30) college semester units (45 quarter units) from an accredited college or university, including fifteen (15) semester units (22.5 quarter units) in social welfare, social/human services, sociology, or other social or behavioral science*

*Examples of acceptable social or behavioral science courses include: anthropology, criminal justice, education, ethnic studies, history, human development, human services, law, nursing, nutrition, psychology, public health, social welfare, sociology, welfare, women's studies.

**Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.

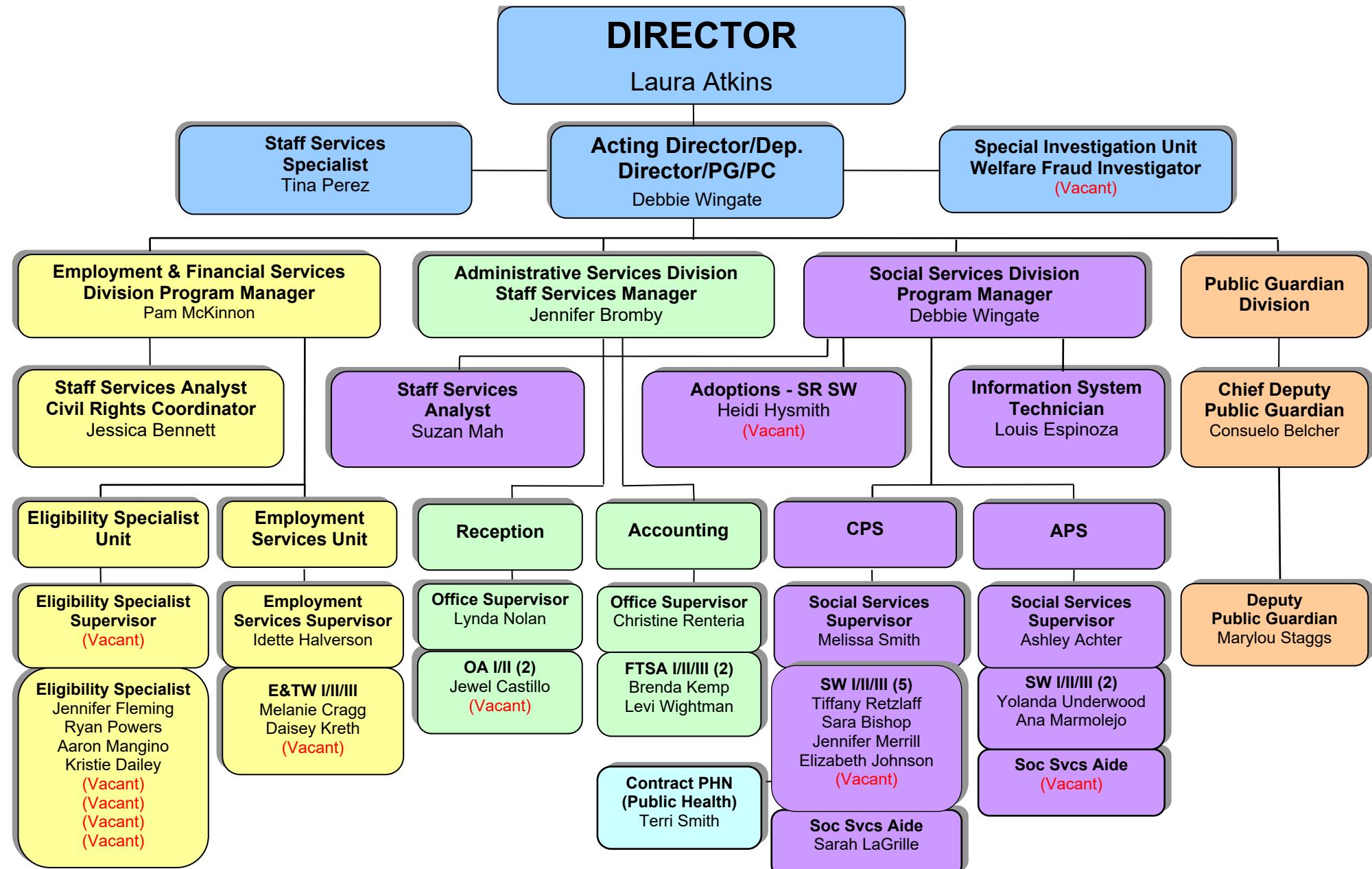
Special Requirements: Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required.

Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code and section 11105.3 of the California Penal Code.

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Christine Renteria, Office Supervisor
MEETING DATE: February 11, 2025
SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Senior Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Senior Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Background and Discussion:

The Department of Social Services experienced a vacancy on October 4, 2018. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore critical for assuring the safety of vulnerable children. Senior Social Worker, Range B is the classification for professionally credentialed staff.

Under the State Merit System Classification Plan for Departments of Social Services, the Plan includes classifications that are reserved specifically for social workers who have obtained professional credentials such as a master's in social work (MSW) or Licensed Clinical Social Worker (LCSW). Because such positions are difficult to recruit and retain, separate classifications can enable counties to establish specialized recruitment strategies and compensation levels for these positions.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Senior Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Fiscal Impact:

(No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Attachments:

1. Position Classification Senior Social Worker 24
2. QUESTIONS FOR REVIEW TO FILL POSITIONS. Senior Social Worker 24
3. Senior Social Worker NS 2017
4. PCDSS-PG Organizational Chart 2025

Position Classification: Senior Social Worker

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

This position is responsible for the Adoptions Program. The incumbent performs home visits to children who are in adoptive homes, performs adoptive home finding activity and assesses the need for assistance under the Adoptions Assistance Program. The incumbent also is the liaison with the Superior Court in all court-related reports including those connected with concluding an adoption.

Funding Sources:

The funding to support these positions comes from federal pass-through dollars, state funds and county realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Senior Social Worker

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

Answer: Yes. The Board of Supervisors has authorized county operations of the Adoptions Program.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position became vacant effective October 4, 2018.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

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

Answer: We will not be able to performs tasks associated with the Adoptions Program.

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

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to cover the allocated overhead for other programs costing the Department money.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: 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?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

SENIOR SOCIAL WORKER**DEFINITION**

Under general direction carries a caseload that includes the most difficult cases involving the determination of need for social services by applicants or clients; performs social studies and assignments involving individualized treatment and specialized application of advanced case work methods and skills; provides comprehensive case work services requiring complex treatment plans and involving abused or neglected children or adults; and to do related work as required.

NOTE:

Two salary ranges may exist for the Senior Social Worker classification. The use of these salary ranges are specified in Training and Experience section of this job description.

DISTINGUISHING CHARACTERISTICS

This is the highest level in the Social Worker series. Incumbents are normally assigned the most difficult cases, receive little supervision on a day-to-day basis and have considerable latitude for independent judgment. Incumbents may be assigned a specialized function requiring the highest degree of knowledge and specialized skill. Casework requires the application of high level and sophisticated social services expertise and techniques. The Senior Social Worker class is distinguished from Social Worker III and below by performing the most difficult assignments requiring the most advanced skills and depth of job knowledge in assessing problems and situations and formulating complex treatment plans. Incumbents may serve as lead worker or provide training or orientation to other employees.

REPORTS TO

Social Services Supervisor or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None, except that incumbents may serve as lead workers or provide training or orientation to other employees.

SENIOR SOCIAL WORKER – 2

EXAMPLES OF DUTIES

- Carries a caseload of the most difficult social services cases requiring the highest degree of professional skill and competence
- Conducts case studies to determine social service needs of clients
- Develops and carries out treatment plans for an assigned case load or referred clients
- Refers clients to other staff members or agencies as appropriate
- Diagnoses client problems involving highly complex family and individual issues and follows through with social treatment plans utilizing the highest professional skills with considerable latitude for independent judgment
- Assists applicants and recipients in utilizing available resources for individual needs
- Interprets rules, policies, and regulations of the department and the State of California for applicants, clients and others within the incumbent's assigned scope of responsibilities
- Makes home visits in connection with case work assignments
- May be assigned on-call evenings and weekends
- Prepare and maintain case records
- May be assigned specialized functions
- Participates in in-service training and other staff development activities to increase knowledge for the social work process and maintain technical and professional competence
- Consults with other staff members regarding their cases
- Provide community outreach for the various agency programs
- May be required to perform investigations, prepare reports and testify in court, acts as an advocate on the clients behalf
- Works with community organizations, make referrals to outside resources
- May act as a lead worker for a small group of social workers or other department employees
- May act for the Social Worker Supervisor in their absence
- May participate as representative from Social Services at various community agency meetings
- Perform other duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

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

SENIOR SOCIAL WORKER – 3

TYPICAL WORKING CONDITION

Work is performed in an office; and outside including travels to client's residents or other locations; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Socio-economic conditions and trends.
- Principles of individual and group behavior.
- Current issues in the field of social welfare.
- Problem-solving methodologies.
- Public welfare programs and the Federal, State and local levels.
- The general principles of public assistance policies and programs.
- Principles and techniques of interviewing and recording of social casework.
- Laws, rules, and regulations governing the operation of a public welfare agency.
- Community organizations and social problems requiring the use of public and private community resources.
- Basic principles involved in the development and implementation of personality and in-group processes.
- Current problems and methodology in the field of public social services.

Ability to:

- Understand and carry out Department programs, policies, and procedures.
- Obtain facts and analyze information, drawing sound conclusions.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate effectively, both orally and in writing.
- Establish and maintain client rapport on an individual basis.
- Analyze situations and adopt effective courses of action.
- Demonstrate skills in interviewing people, making interpretations and recording information.
- Work in a stressful environment.
- Maintain the confidentiality of case records.
- Effectively represent the Social Services Department in contacts with clients, the public, the courts, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

SENIOR SOCIAL WORKER – 4

Training and Experience:

Qualifications needed for the Range A:

Two (2) years of experience (comparable to a Merit Systems Social Worker III with Plumas County) working in child or adult welfare services Programs

AND

Equivalent to graduation from college including successful completion of 30 college semester units in Social Welfare, Sociology, Social/Human Services or other behavioral sciences.

Social Worker Seniors shall be appointed to this range who does not meet the criteria for Range B.

OR

Qualifications needed for Range B:

Possession of a Master's degree in social work from an accredited college or university,

OR

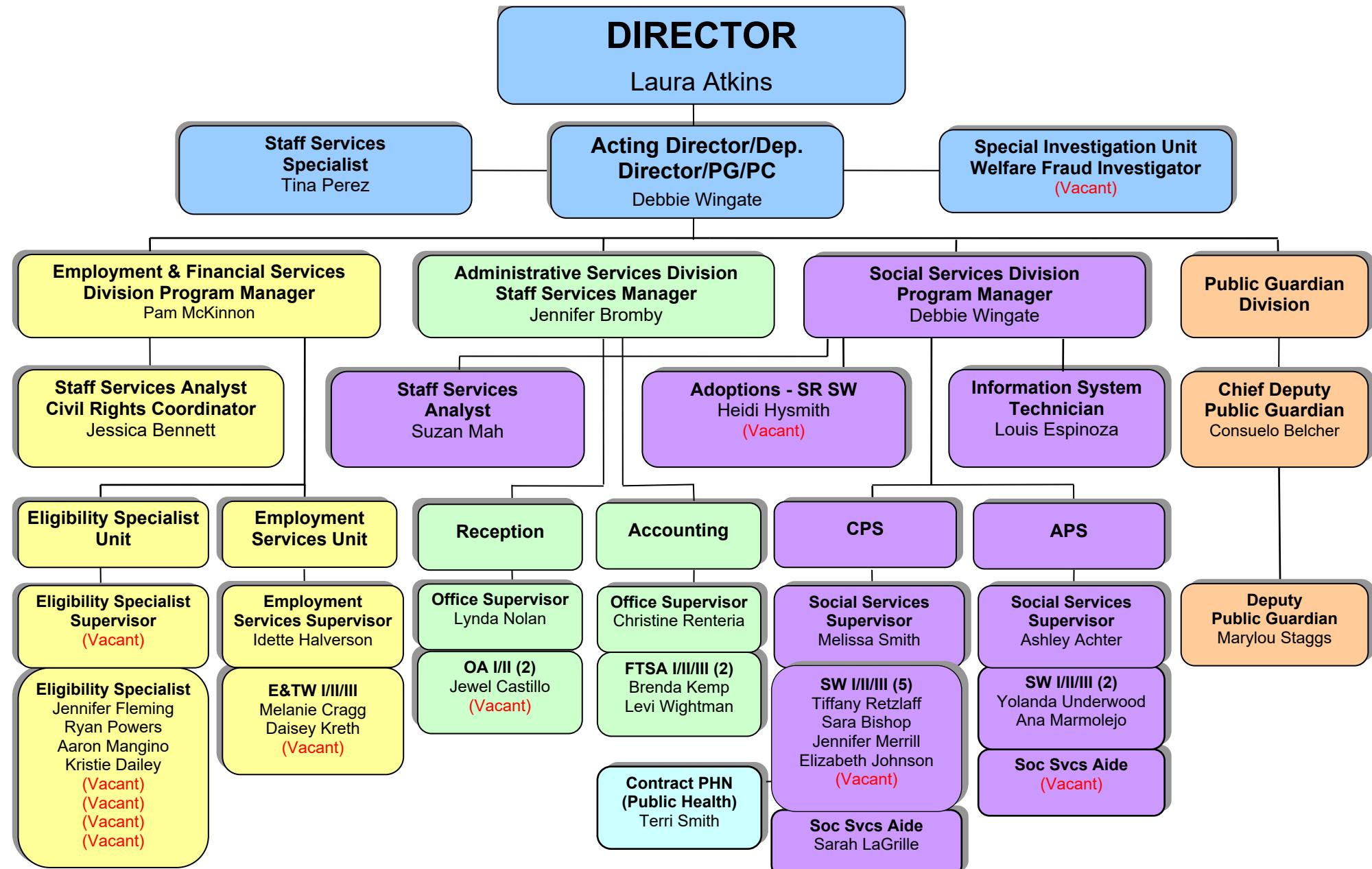
a Master's degree from a two-year counseling program from an accredited college or university.

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

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required.

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Background and Discussion:

The Department of Social Services is funded for a full time Welfare Fraud Investigator. The prior incumbent was promoted to another position in the Department on September 8, 2021.

The Welfare Fraud Investigator is responsible for performing investigations of alleged fraud in the CalWORKs, CalFresh and IHSS programs. The Social Services Department is mandated to focus on fraud prevention, the position also educates our customers about their reporting responsibilities and how to avoid the appearance of fraud or actual fraud.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Fiscal Impact:

(No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

Attachments:

1. Position Classification Welfare Fraud Investigator
2. QUESTIONS FOR REVIEW TO FILL POSITIONS. Welfare Fraud Investigator
3. Welfare Fraud Investigator I NS 5 2017
4. Welfare Fraud Investigator II NS 5 2017
5. PCDSS-PG Organizational Chart 2025

Position Classification: Welfare Fraud Investigator I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

This is a one-of-a-kind position in the Department of Social Services that is wholly dedicated to welfare fraud investigations, client education of reporting responsibilities and ways to prevent fraud, early fraud detection and prevention and In-Home Supportive Services fraud investigations. The incumbent performs both field investigations and office reviews gathering evidence and interviewing clients and witnesses. Some of the investigations will be referred to the District Attorney for review and determination as to whether prosecution for welfare crimes is indicated.

Funding Sources:

Nearly all of the funding associated with the investigation of welfare fraud comes from State General Fund and Federal Pass-through dollars. There is a very small apportionment of Realignment dollars that is part of the funding mix for this position. As is explained below, there are potential realignment funding implications *when the position is left empty.*

Special Considerations:

Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that if a position is not filled, the fixed overhead costs redistributed themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in the cost structure. It is in the Counties' best interest to avoid such a scenario.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Welfare Fraud Investigator I/II

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

Answer: Yes. Investigation of Welfare Fraud, Early Fraud Detection and Client Education regarding how to avoid fraud are all mandatory programs required by California Department of Social Services Regulations.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Fraud detection and prevention are critical elements of the overall program delivery system.

- How long has the position been vacant?

Answer: The position became vacant effective September 8, 2021.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state determines appropriate Staffing levels and funds accordingly.

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

Answer: We will not be able to investigate allegations of welfare fraud or IHSS Fraud which are mandated functions.

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

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to other programs costing the Department money. Specifically, this program absorbs nearly \$100,000 in

overhead annually. If the position is left vacant, those overhead costs get distributed to other programs.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: 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?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

WELFARE FRAUD INVESTIGATOR I**DEFINITION**

Under direction, conducts investigations relating to suspected fraudulent receipt of aid; obtains and presents facts and evidence to support administrative action or prosecution; negotiates for and secures repayment of funds fraudulently obtained; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Working under close supervision, Welfare Investigator I is the entry/trainee level in the Welfare Investigator series. Employees receive in-service training, and are given detailed instructions in the performance of routine duties related to welfare fraud investigations. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Unless a position is permanently allocated to level I due to the nature of the work, employees are expected to promote to Welfare Investigator II after one year of satisfactory performance at the trainee level.

REPORTS TO

Social Services Director/Public Guardian/Public Conservator

CLASSIFICATIONS DIRECTLY SUPERVISED

None

WELFARE FRAUD INVESTIGATOR I - 2

Last Revised: 11/1995

EXAMPLES OF DUTIES

Duties are performed at the trainee level.

- Conducts in-house and field investigations of suspected fraudulent receipt of aid.
- Locates and interviews suspected persons, absent parents, and witnesses using a variety of surveillance and tracing methods.
- Analyzes and evaluates witnesses' testimony.
- Enters and retrieves numerical and narrative data from an automated computer system.
- Executes search warrants and make arrests.
- Examines a variety of records to secure information concerning suspected violations.
- Gathers, assembles, preserves, and reports facts, statements, or affidavits and other evidence for use in legal action.
- Assists in fraud prosecutions in accordance with specific instructions and clearly defined guidelines.
- Makes arrangements for the repayment of funds fraudulently obtained and follows-up to enforce actions for collection of such funds.
- Reads and interprets computer printouts and information on computer screens.
- Prepares correspondence and reports.
- Interprets and explains the provisions of laws, rules or regulations related to the purpose of the investigation.
- May act in a liaison capacity between the social services department and the District Attorney's office and County Counsel's office.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

Last Revised: 11/1995

WELFARE FRAUD INVESTIGATOR I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Interviewing techniques.
- Report writing and record keeping.
- Computer terminology and computer keyboard arrangement.
- Criminal investigation techniques and procedures.
- Appropriate methods of surveillance, skip tracing methods, and other sources of information used in locating persons or obtaining facts.
- Principles of identification, arrest procedures, search warrant acquisition and execution, preservation, and presentation of evidence.

Ability to:

- Communicate information, both orally and in writing, in a manner that is understandable to others.
- Interview, analyze, and evaluate the statements of witnesses or suspected violators.
- Learn, interpret, and apply provisions of the welfare laws, search and seizure laws, and the legal rights of citizens.
- Navigate through screens to retrieve information in an automated computer system.
- Write clear and accurate correspondence and reports.
- Perform basic arithmetical calculations.
- Deal effectively with citizens and public officials under conditions requiring tact and good judgment.
- Gather and document information and evidence by observation, record examination, and interview.
- Negotiate for, and secure payment of, funds fraudulently obtained or funds for support of recipients of aid.
- Coordinate and communicate job activities and investigations with staff responsible for other functions within the Department.

WELFARE FRAUD INVESTIGATOR I - 4

Training and Experience:

Last Revised: 11/1995

Qualifications needed for this position:

Two (2) years of full-time experience as an Eligibility Worker II;

OR

Two (2) years of full-time experience interviewing and independently determining eligibility for public or private social services, medical services, or related programs;

OR

One (1) year of full-time experience in investigative work which included locating, observing, and interviewing suspected persons and witnesses, writing detailed reports of case findings, and preparing and presenting evidence; **AND** successful completion of six (6) semester units of college level course work in criminal investigation techniques and legal aspects of evidence.

Note: Applicant who is close to completing this education requirement may be admitted to the exam process, but must meet these requirements at time of appointment.

Substitution: An additional six months of investigative experience beyond the one year required above; which included interviewing people, writing detailed case reports, and preparing or presenting evidence or information in court, may substitute for the required education.

Welfare Investigators have Peace Officer status and must meet the following requirements under Government Code Sections 1029, 1030, 1031: No felony convictions; citizen of the United States; 21 years of age; high school graduate or GED equivalence; be fingerprinted to permit search for criminal records; be of good moral character as determined by a background investigation; be free of any condition which might adversely affect exercise of Peace Officer powers.

Successful completion of a Specialized Investigative Basic Course (SIBC) approved by the California Commission on Peace Officer Standards and Training within twelve months of appointment to the class OR possession of a valid basic peace officer certificate as awarded by the California Commission on Peace Officer Standards and Training OR successful completion of the regular basic peace officer course as awarded by the California Commission on Peace Officer Standards and Training within three years prior to appointment.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment. Exception to this requirement may be considered on a case by case basis.

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.

Last Revised: 11/1995

WELFARE FRAUD INVESTIGATOR II**DEFINITION**

Under direction, conducts investigations relating to suspected fraudulent receipt of aid; obtains and presents facts and evidence to support administrative action or prosecution; negotiates for and secures repayment of funds fraudulently obtained; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Working under close supervision, Welfare Investigator II is the journey level in the Welfare Investigator series. Employees at this level are expected to be fully qualified and able to independently perform a wide range of fraud.

REPORTS TO

Social Services Director/Public Guardian/Public Conservator

CLASSIFICATIONS DIRECTLY SUPERVISED

None

WELFARE FRAUD INVESTIGATOR II - 2

Last Revised: 11/1995

EXAMPLES OF DUTIES

- Conducts in-house and field investigations of suspected fraudulent receipt of aid.
- Locates and interviews suspected persons, absent parents, and witnesses using a variety of surveillance and tracing methods.
- Analyzes and evaluates witnesses' testimony.
- Enters and retrieves numerical and narrative data from an automated computer system.
- Executes search warrants and make arrests.
- Examines a variety of records to secure information concerning suspected violations.
- Gathers, assembles, preserves, and reports facts, statements, or affidavits and other evidence for use in legal action.
- Assists in fraud prosecutions in accordance with specific instructions and clearly defined guidelines.
- Makes arrangements for the repayment of funds fraudulently obtained and follows-up to enforce actions for collection of such funds.
- Reads and interprets computer printouts and information on computer screens.
- Prepares correspondence and reports.
- Interprets and explains the provisions of laws, rules or regulations related to the purpose of the investigation.
- May act in a liaison capacity between the social services department and the District Attorney's office and County Counsel's office.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

WELFARE FRAUD INVESTIGATOR II - 3

Last Revised: 11/1995

DESIRABLE QUALIFICATIONS

Knowledge of:

- Interviewing techniques.
- Report writing and record keeping.
- Computer terminology and computer keyboard arrangement.
- Criminal investigation techniques and procedures.
- Appropriate methods of surveillance, skip tracing methods, and other sources of information used in locating persons or obtaining facts.
- Principles of identification, arrest procedures, search warrant acquisition and execution, preservation, and presentation of evidence.

Ability to:

- Communicate information, both orally and in writing, in a manner that is understandable to others.
- Interview, analyze, and evaluate the statements of witnesses or suspected violators.
- Learn, interpret, and apply provisions of the welfare laws, search and seizure laws, and the legal rights of citizens.
- Navigate through screens to retrieve information in an automated computer system.
- Write clear and accurate correspondence and reports.
- Perform basic arithmetical calculations.
- Deal effectively with citizens and public officials under conditions requiring tact and good judgment.
- Gather and document information and evidence by observation, record examination, and interview.
- Negotiate for, and secure payment of, funds fraudulently obtained or funds for support of recipients of aid.
- Coordinate and communicate job activities and investigations with staff responsible for other functions within the Department.

WELFARE FRAUD INVESTIGATOR II - 4

Training and Experience:

Last Revised: 11/1995

Qualifications needed for this position:

Two (2) years of full-time experience as an Eligibility Worker II;

OR

Two (2) years of full-time experience interviewing and independently determining eligibility for public or private social services, medical services, or related programs;

OR

One (1) year of full-time experience in investigative work which included locating, observing, and interviewing suspected persons and witnesses, writing detailed reports of case findings, and preparing and presenting evidence; **AND** successful completion of six (6) semester units of college level course work in criminal investigation techniques and legal aspects of evidence.

Note: Applicant who is close to completing this education requirement may be admitted to the exam process, but must meet these requirements at time of appointment.

Substitution: An additional six months of investigative experience beyond the one year required above; which included interviewing people, writing detailed case reports, and preparing or presenting evidence or information in court, may substitute for the required education.

Welfare Investigators have Peace Officer status and must meet the following requirements under Government Code Sections 1029, 1030, 1031: No felony convictions; citizen of the United States; 21 years of age; high school graduate or GED equivalence; be fingerprinted to permit search for criminal records; be of good moral character as determined by a background investigation; be free of any condition which might adversely affect exercise of Peace Officer powers.

Successful completion of a Specialized Investigative Basic Course (SIBC) approved by the California Commission on Peace Officer Standards and Training within twelve months of appointment to the class OR possession of a valid basic peace officer certificate as awarded by the California Commission on Peace Officer Standards and Training OR successful completion of the regular basic peace officer course as awarded by the California Commission on Peace Officer Standards and Training within three years prior to appointment.

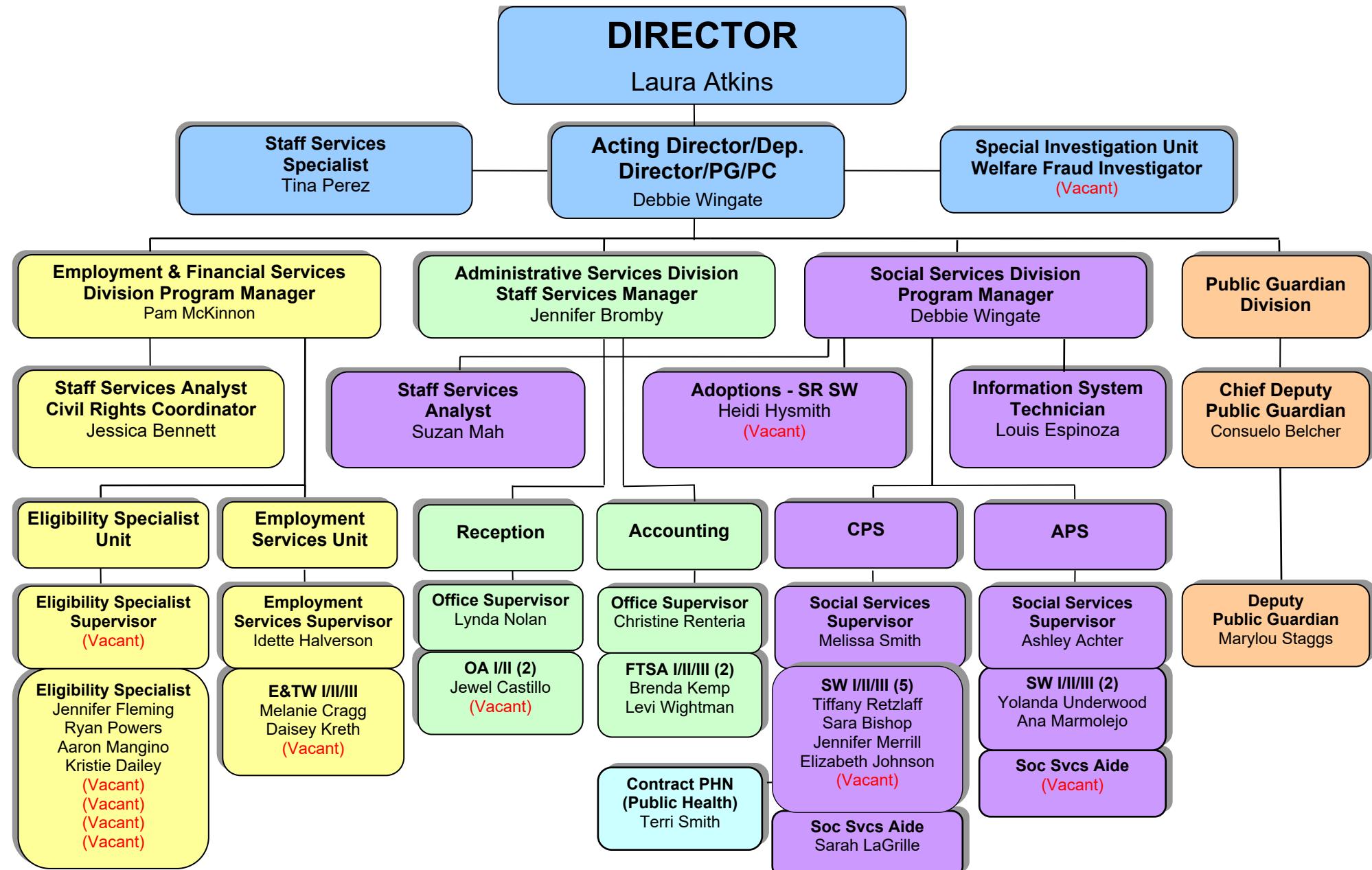
SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment. Exception to this requirement may be considered on a case by case basis.

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.

Last Revised: 11/1995

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Community Medical Specialists to provide Tele-Therapy services; effective February 1, 2025; not to exceed \$500,000.00 per fiscal year. (No General Fund Impact) State funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Community Medical Specialists to provide Tele-Therapy services; effective February 1, 2025; not to exceed \$500,000.00 per fiscal year. (No General Fund Impact) State funds; approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Community Medical Specialists to provide Tele-Therapy services; effective February 1, 2025; not to exceed \$500,000.00 per fiscal year.

Action:

Plumas County Behavioral Health and Community Medical Specialists to provide Tele-Therapy services; effective February 1, 2025; not to exceed \$500,000.00 per fiscal year.

Fiscal Impact:

(No General Fund Impact) State funds

Attachments:

1. 0491_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 Community Medical Specialists Inc., DBA Community Behavioral Health (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 \$500,000.00 per fiscal 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 February 1, 2025, and shall remain in effect through June 30, 2027, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from February 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** County shall indemnify Contractor against any claims, 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 claims 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

- 2 -

CONTRACTOR INITIALS _____

- 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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS _____

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:

Ornella Addonizio MD
Community Medical Specialists Inc.
457 Knollcrest Drive
Redding, CA 96002

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->

_____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS _____

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

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

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

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

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

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

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

_____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS _____

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes** MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Community Medical Specialists Inc.
DBA Community Behavioral Health

By: _____

Name: Ornella Addonizio M.D.
Title: CEO/CFO/Secretary
Date signed:

COUNTY:

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

By: Sharon R. Sousa, LMFT

Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed:

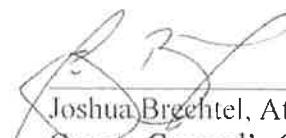
APPROVED AS TO CONTENT:

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

_____ COUNTY INITIALS _____

- 7 -

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 Asana Integrated Medical Group, a California Professional Medical Corporation, referred to herein as Business Associate (“BA”), dated February 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

_____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS _____

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

_____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

- 10 -

CONTRACTOR INITIALS _____

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."

I. 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)].

_____ COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS _____

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: _____
Date: _____

BUSINESS ASSOCIATE

Name: Ornella Addonizio M.D.
Title: Chief Executive Officer
Address: 457 Knollcrest Drive
Redding, CA 96002
Signed: _____
Date: _____

_____ COUNTY INITIALS

- 15 -

CONTRACTOR INITIALS _____

EXHIBIT A - SCOPE OF WORK

Tele-Therapy

Community Medical Specialists (CMS) will provide 1 day a week, 8 hours a day, Tele-Therapy services for Plumas County Behavioral Health (PCBH). Services will be provided 5 days a week with 2 full-time Therapists. At the end of the day, the therapist(s) will have a 1-hour block for documentation. Every 4 hours of service will result in additional 30 minutes of billable time for bridged care. CMS agrees to provide QAP reviews and QI reports, once we have received sufficient training. The time allotted will be built into the schedule. Note completion will have a 72-hour turnaround time, Monday-Friday. PCBH is responsible for all scheduling.

Scope of Services Tele-Psychiatry

Community Medical Specialists (CMS) will provide 1 day a week, 8 hours a day, Tele-Psychiatry Medication Management services for Plumas County Behavioral Health (PCBH). The point of contact will be Savannah Saephan for daily needs. Face-to-face services will be provided by CMS within 14 business days of request once a month with. At the end of the day, the provider(s) will have a 1-hour block for documentation. Every 4 hours of service will result in additional 30 minutes of billable time for bridged care. JV-220s and note completion will have a 72-hour turnaround time, Monday-Friday. PCBH is responsible for all scheduling.

_____ COUNTY INITIALS

- 16 -

CONTRACTOR INITIALS _____

EXHIBIT B - FEE SCHEDULE

COUNTY agrees to pay CONTRACTOR the services provided by Contractor hereunder the amounts as set forth in Exhibit A. Compensation, attached hereto and incorporated by reference herein.

Rate for Tele-Therapy Services

LMFT/LCSW: \$165/hr.

Rate for Tele-Psychiatry Services

Medication Management

PA/NP: \$240/hr.

MD/DO: \$260/hr.

Plumas County Behavioral Health agrees to reimburse provider for overnight lodging for scheduled once a month Psychiatric Services. Lodging will also be permitted when Behavioral Health requests a face-to-face consultation from Contractor. Accommodations to be made within the town of Quincy and will be the responsibility of the contractor to find lodging. County will reimburse contractor up to \$200.00 allowance for one night stay not to exceed \$ 2,400.00 per fiscal year.

Behavioral Health will reimburse hourly rate drive time over a two-day period to and from Redding, CA

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

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased

_____ COUNTY INITIALS

- 17 -

CONTRACTOR INITIALS _____

or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

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

_____ COUNTY INITIALS

- 18 -

CONTRACTOR INITIALS _____



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: February 11, 2025

SUBJECT: Adopt **RESOLUTION** authorizing Sheriff's Office to apply for and administer grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division ; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** authorizing Sheriff's Office to apply for and administer grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division ; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The Sheriff's Office has been receiving OHV grant funding from the California Department of Parks & Recreation, Off-Highway Motor Vehicle Division for more than twenty-five years. This resolution is a yearly requirement necessary for continued funding from the state for the Sheriff's OHV program. The current application requires a new resolution that allows the Sheriff's Office to apply for and administer the grant award. There will be a 25% matching funds requirement for this grant application that is easily met by in-kind activities within the Sheriff's Office (calls handled on regular patrol assignments that involve off-highway vehicles and related search and rescue calls), as well as OHV In-Lieu Funds received from the state that are earmarked and spent on the department's OHV program. The Sheriff's Office has never relied on general fund to meet this requirement.

Action:

Adopt **RESOLUTION** authorizing Sheriff's Office to apply for and administer grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division ; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact) State OHV grant funds and OHV In-Lieu funds (Dept 70384 - OHV Grant)

Attachments:

1. Resolution

**Governing Body Resolution
Law Enforcement Off-Highway Vehicle Grant**

RESOLUTION NO. _____

**RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS
APPROVING THE APPLICANT TO APPLY FOR AND RECEIVE GRANT FUNDS
FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND
RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, operation and maintenance, restoration, law enforcement and education and safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby:

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition, and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints The Plumas County Sheriff as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the _____ day of _____, 20 _____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____ following a roll call vote:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize the Sheriff to sign two agreements between Plumas County Sheriff's Office and the State of California Department of General Services/California Highway Patrol; effective 10/01/2024; not to exceed \$5,040.00/year total for the first year; (No General Fund Impact) Sheriff's Medcom (EMS) funds 70357-520912; not approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize the Sheriff to sign two agreements between Plumas County Sheriff's Office and the State of California Department of General Services/California Highway Patrol; effective 10/01/2024; not to exceed \$5,040.00/year total for the first year; (No General Fund Impact) Sheriff's Medcom (EMS) funds 70357-520912; not approved as to form by County Counsel.

Background and Discussion:

The Sheriff's Office is responsible for the Medcom (EMS) communications for the county. The agreements being presented are to allow the Sheriff's Office to continue to rent telecommunications vault space for the EMS communication equipment in place at the Mt Hough location (lease L-0556) and at Red Hill (lease L-1507). The agreements are for a ten year period and allow for a four year extension for an expiration date of 09/30/38. The terms are, that absent a market rate increase, rents will increase at a rate of three percent (3%) per year during the renewal period, rounded to the nearest dollar, pursuant to the rent schedule in the agreement.

County Counsel was unable to approve as to form and will provide information regarding that.

On December 3, 2024, the Board of Supervisors authorized the Sheriff to execute five similar agreements with the California Department of General Services/California Highway Patrol for Sheriff's Office telecommunications sites in the county. The EMS agreements were not included in that package and are now being submitted for approval and authorization.

Action:

Approve and authorize the Sheriff to sign two agreements between Plumas County Sheriff's Office and the State of California Department of General Services/California Highway Patrol; effective 10/01/2024; not to exceed \$5,040.00/year total for the first year; (No General Fund Impact) Sheriff's Medcom (EMS) funds 70357-520912; not approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact); Sheriff's Office Medcom (EMS) funds 70357-520912

Attachments:

1. Mt. Hough Radio Site L-0556 County (EMS) - Vault License
2. Red Hill Radio Site L-1507 County (EMS) - Vault License

TELECOMMUNICATIONS VAULT/TOWER LICENSE

Location of Licensed Premises: Mt. Hough Radio Site Plumas County	License No.: L-0556 Project No.: 9134
Agency: California Highway Patrol Real Property Number: 10825 SPI Number: 89	Licensee: Plumas County Sheriff's Office (EMS)

This License Agreement, hereinafter referred to as "License", dated October 29, 2024, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Plumas County Sheriff's Office (EMS), a subdivision of the State of California, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the state not exceeding five acres for a period not to exceed twenty-five (25) years, to governmental entities to further the state's mission for providing emergency services; and

WHEREAS, the CHP has under its jurisdiction certain real property in the County of Plumas, State of California, commonly referred to as Mt. Hough Radio Site, under a Communication Use Lease from the U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which terminates December 31, 2049; and

WHEREAS, Licensee desires to License a portion the vault described herein from State for telecommunications purposes; and

WHEREAS, it is in the best interests of State that such a License be consummated between State and Licensee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the License set forth herein as follows:

- Section 1: Site Specific Provisions
- Section 2: Telecom Specific Provisions
- Section 3: Standard Provisions

SECTION 1 – SITE SPECIFIC PROVISIONS

WITNESSETH:

**PROPERTY
DESCRIPTION**

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Mt. Hough Radio site, County of Plumas, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

Licensee's Facilities: a portion of the vault and tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated January 22, 2024, attached as Exhibit B.

Vault Area: One quarter (1/4) rack in the CHP owned vault.

Antenna Spaces on the State-owned Tower: one (1) Omni Dipole antenna; and one (1) Yagi antenna on the CHP owned tower.

Further described as a portion of the Southeast Quarter of Section 8, Township 25 North, Range 10 East, M.D.D & M, N 40°2.642' W 120°53.162'.

USE

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

**MASTER
GROUND LEASE**

3. State and Licensee acknowledge and agree that State's rights are pursuant to the underlying Telecommunications Ground Lease (Master Lease) between Lessor, U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, and State, which expires on December 31, 2049, available upon request. Licensee and State agree to be bound by said "Master Lease" and any Amendments, as applicable to the access and occupancy of the Site.

TERM

4. (a) The initial Term of this License shall be for ten (10) years, commencing on October 1, 2024, and expiring September 30, 2034. Licensee shall have one (1) successive option of four (4) years to extend the Term of the License, October 1, 2034 through September 30, 2038, with such rights of termination as may be hereinafter expressly set forth.

Unless Licensee gives written notice by August 1st prior to the License expiration date that it will not exercise its option, an extension shall be deemed automatically exercised. If fully extended, the last option will end September 30, 2038.

All other provisions of the License shall remain the same unless either Party notifies the other in writing one hundred eighty (180) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

SECTION 1 – SITE SPECIFIC PROVISIONS

PAYMENTS

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Telecom Lease Rate Guidelines. Licensee shall make payments for the Premises, monthly in advance, to State within ten (10) days of each month as identified in the rent schedule below, rounded to the nearest dollar:

Start Date	End Date	Payment/Mo
Initial Term		
October 1, 2024	to	September 30, 2025
October 1, 2025	to	September 30, 2026
October 1, 2026	to	September 30, 2027
October 1, 2027	to	September 30, 2028
October 1, 2028	to	September 30, 2029
October 1, 2029	to	September 30, 2030
October 1, 2030	to	September 30, 2031
October 1, 2031	to	September 30, 2032
October 1, 2032	to	September 30, 2033
October 1, 2033	to	September 30, 2034
First option		
October 1, 2034	to	September 30, 2035
October 1, 2035	to	September 30, 2036
October 1, 2036	to	September 30, 2037
October 1, 2037	to	September 30, 2038

Rent Payments shall be made payable to:

California Highway Patrol
Accounts Receivables (L-0556)
P. O. Box 942898
Sacramento, CA 94298-0001

(b) Pursuant to Section 1, Clause 4 (Term) above, this License provides for an option to extend the term of the License.

Should Licensee exercise its option to extend the term of this License, the annual rent for each renewal option period may be reevaluated at the current market rate pursuant to the telecom lease rate guidelines.

Absent a market rate increase, rents will increase at a rate of three percent (3%) per year during each renewal period, rounded to the nearest dollar, pursuant to the rent schedule above.

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

EARLY TERMINATION

6. State and Licensee agree that either Party may terminate this License at any time during the term hereof by giving written notice to the other Party ninety (90) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.

SECTION 1 – SITE SPECIFIC PROVISIONS

EARLY TERMINATION (CONT)

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the "Notices" provisions of this License.

UTILITIES

7. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State's generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State's use at the facility.

State shall have the right to periodically review Licensee's usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator's standby power service. State shall not be liable to Licensee or third Parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Licensee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

NOTICES

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-0556 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

State

Department of General Services
Real Estate Services Division
Lease Management, L-0556
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Office: (916) 375-4171
Email: Leasemanagement@dgs.ca.gov

With Copies to:

California Highway Patrol
Telecommunications Section – Leasing
601 N. 7th Street - Building C
Sacramento, CA 95811-0208
Phone: (916) 843-4200
Email: chptelecomleasing@chp.ca.gov

SECTION 1 – SITE SPECIFIC PROVISIONS

NOTICES (CONT)

To Licensee: **County of Plumas**
Attn: Sheriff's Office
1446 East Main Street
Quincy, CA 95971
Phone: (530) 283-74401
Email: sheriff@pcso.net

With Copies to: **Plumas County Administrative Officer**
520 Main Street, Room 309
Quincy, CA 95971
Phone: (530) 283-6446

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notify all State of California offices listed below. The failure to provide written notice to all such offices will be deemed to constitute a lack of notice.

IMPROVEMENTS AND MODIFICATIONS

9. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as Stated in Section 2, Paragraph 14, "Technical Analysis Fees" and Section 2, Paragraph 15, "License Modification Fees" hereof, from time to time during its tenancy of the Premises:
 - (a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.
 - (b) Furnish, install, and use in, upon, and under, and remove from the Premises such wires, equipment, and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.
 - (c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.
 - (d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

SECTION 1 – SITE SPECIFIC PROVISIONS

IMPROVEMENTS AND MODIFICATIONS (CONT)

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

HOLDING OVER & LICENSE RENEWAL

10. With the exception of the License extension option periods described in "Term" Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term Stated above or as said term is reduced as provided herein.

CLEAR TITLE

11. At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

End of Section 1

SECTION 2 – TELECOM SPECIFIC PROVISIONS

ROAD ACCESS AND FEES

12. Licensee shall at all times during the term of this License have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Premises 24 hours a day, 7 days a week from the terminus of the access road to the above-described Premises.

Should Licensee's access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

Licensee shall use said road at its sole rise and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

CHANGE IN EQUIPMENT

13. Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 9, Improvements & Modifications; Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees. Said "TD-311 Application" is available upon request.

Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees.

TECHNICAL ANALYSIS FEES

14. Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 17 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

LICENSE MODIFICATION FEES

15. An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

LICENSE
MODIFICATION
FEES
(CONT)

To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

ELECTRONIC
EQUIPMENT
STANDARDS

16. With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous License, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

ELIMINTAION OF
INTERFERENCE

17. (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State.

If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

WORKMANSHIP STANDARDS

18. The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.

DISPOSITION OF LICENSEE'S PERSONAL PROPERTY

19. (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.

(b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.

(c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

LICENSEE GUARANTEES

20. Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

PERMITS AND APPROVALS

21. The Parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third Party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits, licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

DEFAULT

22. Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee's expense all property there from and to repossess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

COMPLIANCE WITH LAWS

23. Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, State and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

SECTION 3 – STANDARD PROVISIONS

FAILURE TO PERFORM

24. In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

ASSIGNMENT, SUBLET, CHANGE IN USE

25. This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

RIGHTS RESERVED BY STATE

26. (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT

27. Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

SECTION 3 – STANDARD PROVISIONS

PROHIBITED USES

28. Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

FIRE AND CASUALTY DAMAGES

29. State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

AUDIT

30. Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue Statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee 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, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

ACTS OF NATURE

31. If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

HAZARDOUS SUBSTANCE

32. Licensee agrees that it shall comply with all laws, federal, State, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

SECTION 3 – STANDARD PROVISIONS

HAZARDOUS SUBSTANCE (CONT)

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

CONDITION OF PREMISES

33. (a) Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

TAXES AND ASSESSMENTS

34. Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

VACATING THE PREMISES

35. Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition.

NON-DISCRIMINATION

36. (a) In the performance of this License, Licensee 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 (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

SECTION 3 – STANDARD PROVISIONS

NON-DISCRIMINATION (CONT)

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the performance of this License, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

INSURANCE

37. Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-0556) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

SECTION 3 – STANDARD PROVISIONS

INSURANCE (CONT)

AUTOMOBILE LIABILITY

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Licensee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

SECTION 3 – STANDARD PROVISIONS

HOLD HARMLESS INDEMNIFICATION

38. Licensee agrees to indemnify and hold harmless State for any damage proximately caused by Licensee by reason of the Licensee's uses authorized in this License. Licensee shall not indemnify or hold State harmless for any claim or damages caused by State's sole negligence or willful misconduct, or any other claims or damages.

This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

LOSSES

39. State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

DEBT LIABILITY DISCLAIMER

40. State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

RECORDING

41. Licensee shall not record this License or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

RELOCATION

42. (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

SECTION 3 – STANDARD PROVISIONS

RELOCATION (CONT)

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Licensee within the facility grounds, State, upon one hundred eighty (180) days written notice, may require Licensee to leave State premises.

SMOKING RESTRICTIONS

43. Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

AUTHORITY TO CONTRACT

44. Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

PARTNERSHIP DISCLAIMER

45. Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

CEQA

46. Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

BANKRUPTCY

47. In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.

AMENDMENTS AND MODIFICATIONS

48. No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

MUTUAL CONSENT

49. Notwithstanding anything herein contained to the contrary, this License may be terminated, and the provisions of the License may be altered, changed, or amended by mutual consent of the Parties hereto in writing.

SECTION 3 – STANDARD PROVISIONS

FORCE MAJEURE	<p>50. If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the Party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.</p>
WAIVER	<p>51. If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.</p> <p>Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.</p>
ENTIRE AGREEMENT	<p>52. This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.</p>
PARAGRAPH HEADINGS	<p>53. All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.</p>
SEVERABILITY	<p>54. If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.</p>
SEPARATE COUNTERPARTS	<p>55. This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.</p>
SUPERSEDURE	<p>56. This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.</p>
BINDING	<p>57. The Terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.</p>

SECTION 3 – STANDARD PROVISIONS

ESSENCE OF TIME	58. Time is of the essence for each and all of the provisions, covenants and conditions of this License.
EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS	59. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

End of Section 3

IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA
APPROVED:**

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

LICENSEE:

PLUMAS COUNTY SHERIFF'S OFFICE
a political subdivision of the State of California

By: _____
Trevor Johnson, Assistant Chief
State Owned Leasing and
Development

By: _____
Todd Johns, Sheriff

Date: _____

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

CONSENT:

CALIFORNIA HIGHWAY PATROL

By: _____
Kimberley Tsumura
Senior Real Estate Officer

By: _____
J.D. Saccani
Assistant Chief
Administrative Services Division

Exhibit A
L-0556 Vault Layout
(Page 1 of 2)

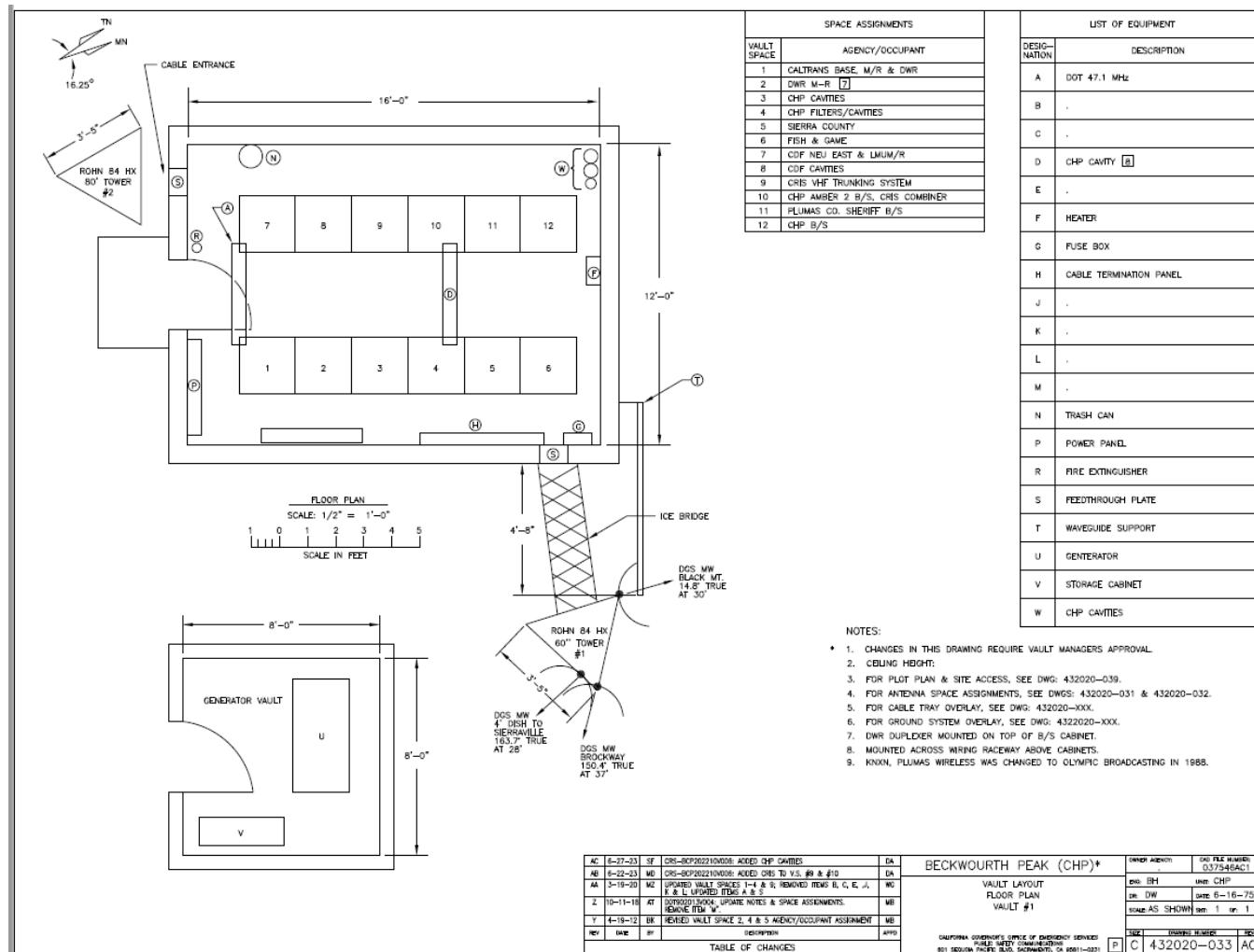


Exhibit A
L-0556 Tower Layout
(Page 2 of 2)

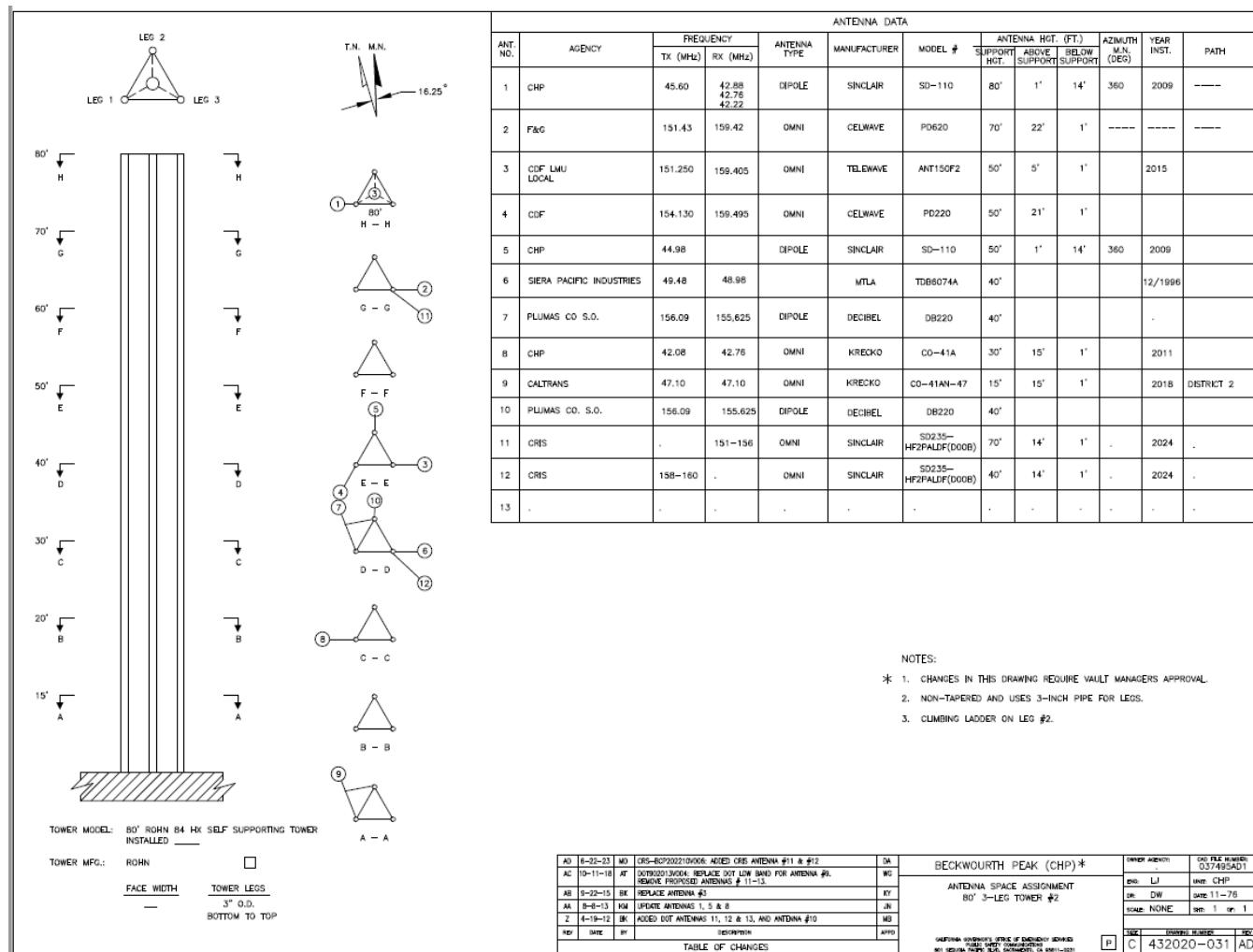


Exhibit B
L-0556 Approved TD-311 Application
(attached separately)

TELECOMMUNICATIONS VAULT/TOWER LICENSE

Location of Licensed Premises: Red Hill Radio Site Plumas County
Agency: California Highway Patrol Real Property Number: 10975 SPI Number: 367

License No.: L-1507

Project No.: 9133

Licensee: Plumas County
Sheriff's Office

This License Agreement, hereinafter referred to as "License", dated October 29, 2024, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Plumas County Sheriff's Office, a political subdivision of the State of California, acting through its Sheriff's Office, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the state not exceeding five acres for a period not to exceed twenty-five (25) years, to governmental entities to further the state's mission for providing emergency services; and

WHEREAS, the CHP has under its jurisdiction certain real property in the County of Plumas, State of California, commonly referred to as Red Hill Telecommunications site, under a Communication Use Lease from the U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which terminates December 31, 2049; and

WHEREAS, Licensee desires to License a portion the vault described herein from State for telecommunications purposes; and

WHEREAS, it is in the best interests of State that such a License be consummated between State and Licensee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the License set forth herein as follows:

- Section 1: Site Specific Provisions
- Section 2: Telecom Specific Provisions
- Section 3: Standard Provisions

SECTION 1 – SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY
DESCRIPTION

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Radio Hill Telecommunications site, County of Plumas, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

Licensee's Facilities: a portion of the vault and tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated January 22, 2024, attached as Exhibit B.

Vault Area: one (1) rack in space 2 in the CHP owned vault.

Antenna Spaces on the State-owned Tower: one (1) Omni Dipole antenna at the 18' level.

Further described as a portion of the West 1/2 Section 10, Township 25 North, Range 7 East, Mount Diablo Base and Meridian, Latitude N 40°02.255', W 121°11.237'.

USE

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

MASTER
GROUND LEASE

3. State and Licensee acknowledge and agree that State's rights are pursuant to the underlying Telecommunications Ground Lease (Master Lease) between Lessor, U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which expires December 31, 2049, available upon request. Licensee and State agree to be bound by said "Master Lease" and any Amendments, as applicable to the access and occupancy of the Site.

TERM

4. (a) The initial Term of this License shall be for ten (10) years, commencing on October 1, 2024, and expiring September 30, 2034. Licensee shall have one (1) successive option of four (4) years to extend the Term of the License, October 1, 2034 through September 30, 2038, with such rights of termination as may be hereinafter expressly set forth.

Unless Licensee gives written notice by August 1st prior to the License expiration date that it will not exercise its option, an extension shall be deemed automatically exercised. If fully extended, the last option will end September 30, 2038.

All other provisions of the License shall remain the same unless either Party notifies the other in writing one hundred eighty (180) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

SECTION 1 – SITE SPECIFIC PROVISIONS

PAYMENTS

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Telecom Lease Rate Guidelines. Licensee shall make payments for the Premises, monthly in advance, to State within ten (10) days of each month as identified in the rent schedule below, rounded to the nearest dollar:

Start Date	End Date	Payment/Mo
Initial Term		
October 1, 2024	to	September 30, 2025
October 1, 2025	to	September 30, 2026
October 1, 2026	to	September 30, 2027
October 1, 2027	to	September 30, 2028
October 1, 2028	to	September 30, 2029
October 1, 2029	to	September 30, 2030
October 1, 2030	to	September 30, 2031
October 1, 2031	to	September 30, 2032
October 1, 2032	to	September 30, 2033
October 1, 2033	to	September 30, 2034
First option		
October 1, 2034	to	September 30, 2035
October 1, 2035	to	September 30, 2036
October 1, 2036	to	September 30, 2037
October 1, 2037	to	September 30, 2038

Rent Payments shall be made payable to:

California Highway Patrol
Accounts Receivables (L-1507)
P. O. Box 942898
Sacramento, CA 94298-0001

(b) Pursuant to Section 1, Clause 4 (Term) above, this License provides for options to extend the term of the License.

Should Licensee exercise its option to extend the term of this License, the annual rent for each renewal option period may be reevaluated at the current market rate pursuant to the telecom lease rate guidelines.

Absent a market rate increase, rents will increase at a rate of three percent (3%) per year during each renewal period, rounded to the nearest dollar, pursuant to the rent schedule above.

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

EARLY TERMINATION

6. State and Licensee agree that either Party may terminate this License at any time during the term hereof by giving written notice to the other Party ninety (90) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.

SECTION 1 – SITE SPECIFIC PROVISIONS

EARLY TERMINATION (CONT)

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the “Notices” provisions of this License.

UTILITIES

7. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State's generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State's use at the facility.

State shall have the right to periodically review Licensee's usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator's standby power service. State shall not be liable to Licensee or third Parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Licensee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

NOTICES

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-1507 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

State

Department of General Services

Real Estate Services Division

Lease Management, L-1507

707 3rd Street, 5th Floor

West Sacramento, CA 95605

Office: (916) 375-4171

Email: Leasemanagement@dgs.ca.gov

With Copies to:

California Highway Patrol

Telecommunications Section – Leasing

601 N. 7th Street - Building C

Sacramento, CA 95811-0208

Phone: (916) 843-4200

Email: chptelecomleasing@chp.ca.gov

SECTION 1 – SITE SPECIFIC PROVISIONS

NOTICES (CONT)

To Licensee: **County of Plumas**
Attn: Sheriff's Office
1446 East Main Street
Quincy, CA 95971
Phone: (530) 283-74401
Email: sheriff@pcso.net

With Copies to: **Plumas County Administrative Officer**
520 Main Street, Room 309
Quincy, CA 95971
Phone: (530) 283-6446

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notify all State of California offices listed below. The failure to provide written notice to all such offices will be deemed to constitute a lack of notice.

IMPROVEMENTS AND MODIFICATIONS

9. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as Stated in Section 2, Paragraph 14, "Technical Analysis Fees" and Section 2, Paragraph 15, "License Modification Fees" hereof, from time to time during its tenancy of the Premises:
 - (a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.
 - (b) Furnish, install, and use in, upon, and under, and remove from the Premises such wires, equipment, and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.
 - (c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.
 - (d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

SECTION 1 – SITE SPECIFIC PROVISIONS

IMPROVEMENTS AND MODIFICATIONS (CONT)

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

HOLDING OVER & LICENSE RENEWAL

10. With the exception of the License extension option periods described in "Term" Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term Stated above or as said term is reduced as provided herein.

CLEAR TITLE

11. At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

End of Section 1

SECTION 2 – TELECOM SPECIFIC PROVISIONS

ROAD ACCESS AND FEES

12. Licensee shall at all times during the term of this License have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Premises 24 hours a day, 7 days a week from the terminus of the access road to the above-described Premises.

Should Licensee's access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

Licensee shall use said road at its sole rise and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

CHANGE IN EQUIPMENT

13. Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 9, Improvements & Modifications; Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees. Said "TD-311 Application" is available upon request.

Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees.

TECHNICAL ANALYSIS FEES

14. Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 17 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

LICENSE MODIFICATION FEES

15. An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

LICENSE
MODIFICATION
FEES
(CONT)

To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

ELECTRONIC
EQUIPMENT
STANDARDS

16. With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous License, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

ELIMINTAION OF
INTERFERENCE

17. (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State.

If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

WORKMANSHIP STANDARDS	<p>18. The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.</p>
DISPOSITION OF LICENSEE'S PERSONAL PROPERTY	<p>19. (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.</p> <p>(b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.</p> <p>(c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.</p>
LICENSEE GUARANTEES	<p>20. Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.</p>

End of Section 2

SECTION 3 – STANDARD PROVISIONS

PERMITS AND APPROVALS

21. The Parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third Party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits, licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

DEFAULT

22. Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee's expense all property there from and to repossess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

COMPLIANCE WITH LAWS

23. Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, State and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

SECTION 3 – STANDARD PROVISIONS

FAILURE TO PERFORM

24. In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

ASSIGNMENT, SUBLET, CHANGE IN USE

25. This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

RIGHTS RESERVED BY STATE

26. (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT

27. Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

SECTION 3 – STANDARD PROVISIONS

PROHIBITED USES

28. Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

FIRE AND CASUALTY DAMAGES

29. State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

AUDIT

30. Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue Statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee 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, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

ACTS OF NATURE

31. If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

HAZARDOUS SUBSTANCE

32. Licensee agrees that it shall comply with all laws, federal, State, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

SECTION 3 – STANDARD PROVISIONS

HAZARDOUS SUBSTANCE (CONT)

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

CONDITION OF PREMISES

33. (a) Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

TAXES AND ASSESSMENTS

34. Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

VACATING THE PREMISES

35. Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition.

NON- DISCRIMINATION

36. (a) In the performance of this License, Licensee 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 (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

SECTION 3 – STANDARD PROVISIONS

NON-DISCRIMINATION (CONT)

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the performance of this License, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

INSURANCE

37. Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-1507) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

SECTION 3 – STANDARD PROVISIONS

INSURANCE (CONT)

AUTOMOBILE LIABILITY

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Licensee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

SECTION 3 – STANDARD PROVISIONS

HOLD HARMLESS INDEMNIFICATION

38. Licensee agrees to indemnify and hold harmless State for any damage proximately caused by Licensee by reason of the Licensee's uses authorized in this License. Licensee shall not indemnify or hold State harmless for any claim or damages caused by State's sole negligence or willful misconduct, or any other claims or damages.

This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

LOSSES

39. State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

DEBT LIABILITY DISCLAIMER

40. State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

RECORDING

41. Licensee shall not record this License as a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

RELOCATION

42. (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

SECTION 3 – STANDARD PROVISIONS

RELOCATION (CONT)

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Licensee within the facility grounds, State, upon one hundred eighty (180) days written notice, may require Licensee to leave State premises.

SMOKING RESTRICTIONS

43. Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

AUTHORITY TO CONTRACT

44. Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

PARTNERSHIP DISCLAIMER

45. Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

CEQA

46. Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

SECTION 3 – STANDARD PROVISIONS

BANKRUPTCY	47. In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.
AMENDMENTS AND MODIFICATIONS	48. No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
MUTUAL CONSENT	49. Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the Parties hereto in writing.
FORCE MAJEURE	50. If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the Party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.
WAIVER	51. If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee. Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.
ENTIRE AGREEMENT	52. This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
PARAGRAPH HEADINGS	53. All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.
SEVERABILITY	54. If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

SECTION 3 – STANDARD PROVISIONS

SEPARATE COUNTERPARTS

55. This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

SUPERSEDURE

56. This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.

BINDING

57. The Terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

58. Time is of the essence for each and all of the provisions, covenants and conditions of this License.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

59. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

End of Section 3

IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA
APPROVED:**

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

LICENSEE:

PLUMAS COUNTY SHERIFF'S OFFICE
a political subdivision of the State of California

By: _____
Trevor Johnson, Assistant Chief
State Owned Leasing and
Development

By: _____
Todd Johns, Sheriff

Date: _____

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

CONSENT:

CALIFORNIA HIGHWAY PATROL

By: _____
Kimberley Tsumura
Senior Real Estate Officer

By: _____
J.D. Saccani
Assistant Chief
Administrative Services Division

Exhibit A
L-1507 Vault Layout
(Page 1 of 2)

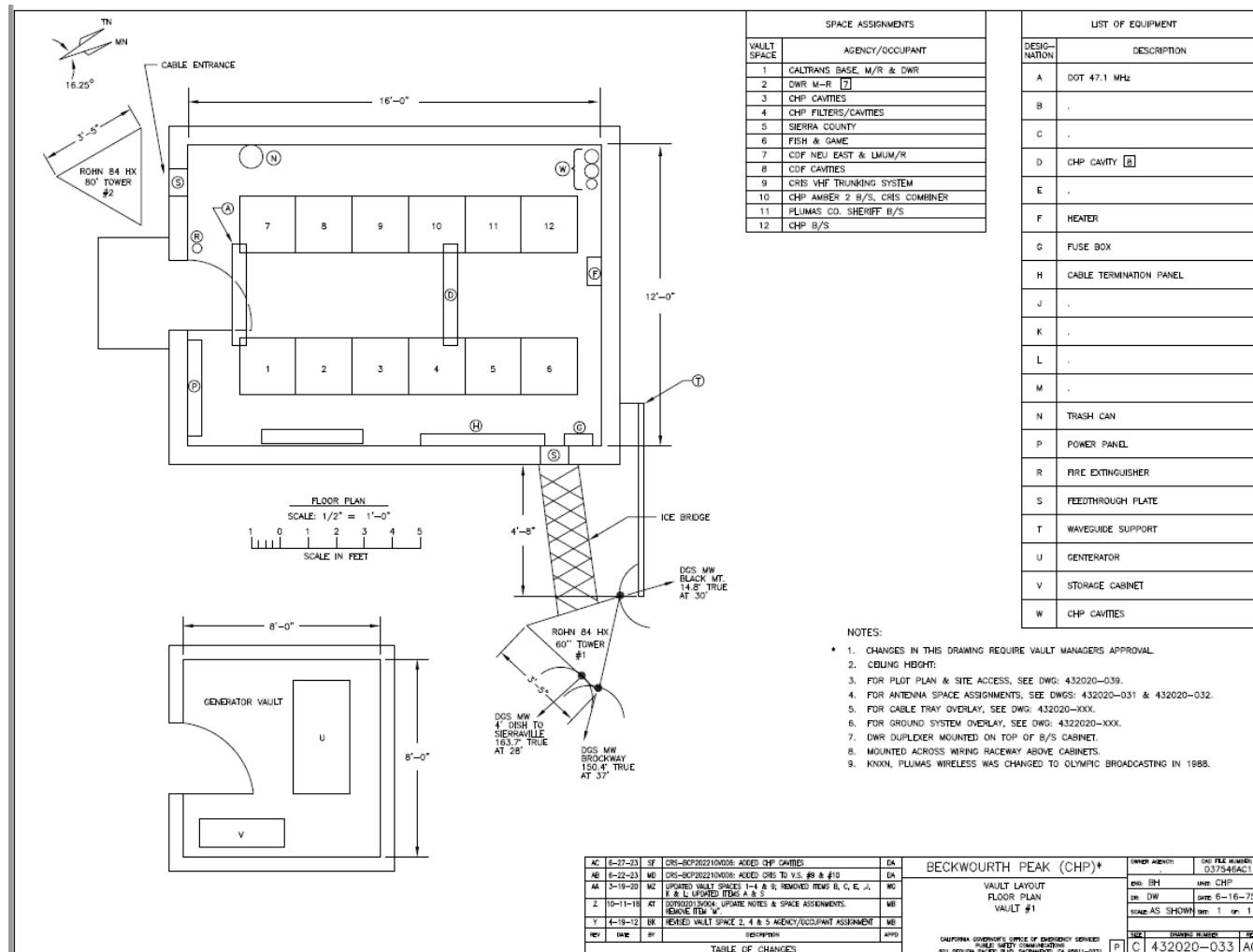


Exhibit A
L-1507 Tower Layout
(Page 2 of 2)

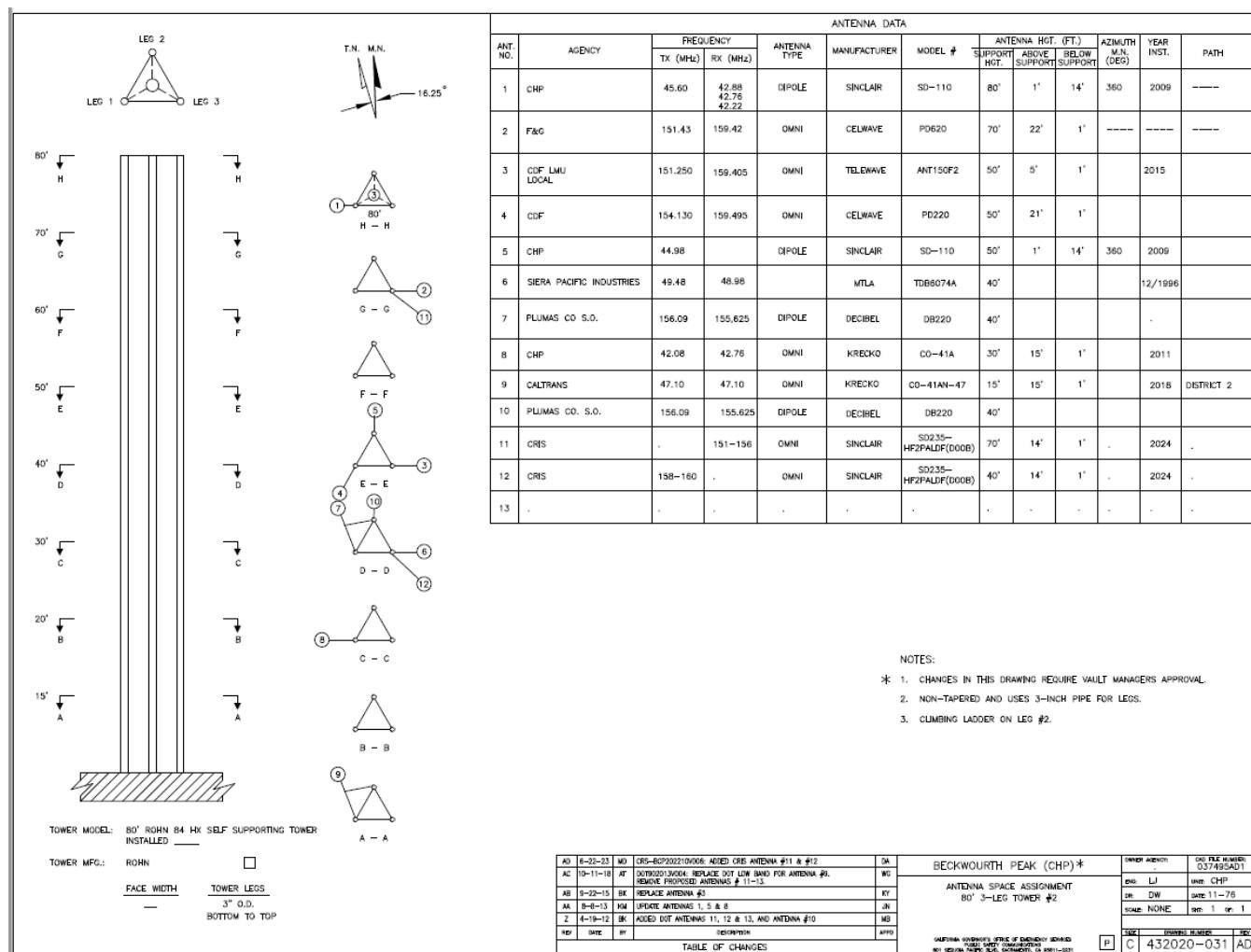


Exhibit B
L-1507 Approved TD-311 Application
(attached separately)



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jeremy Beatley
MEETING DATE: February 11, 2025
SUBJECT: Approve and authorize Plumas County Sheriff to recruit and fill, funded and allocated, vacant Sheriff Sergeant FTE one (1.0); (General Fund Impact) as approved in FY24/25 recommended budget.

Recommendation:

Approve and authorize Plumas County Sheriff to recruit and fill, funded and allocated, vacant Sheriff Sergeant FTE one (1.0); (General Fund Impact) as approved in FY24/25 recommended budget.

Background and Discussion:

To promote a Patrol Deputy to the position of Sheriff Sergeant due to a vacancy caused by the recent promotion of a Sheriff Sergeant to the Special Operations Sergeant position.

Action:

Approve and authorize Plumas County Sheriff to recruit and fill, funded and allocated, vacant Sheriff Sergeant FTE one (1.0); (General Fund Impact) as approved in FY24/25 recommended budget.

Fiscal Impact:

Funded and allocated Sheriff Sergeant position as approved in FY 24/25 recommended budget.

Attachments:

1. Sheriff Sergeant

SHERIFF SERGEANT

DEFINITION

Under general direction, to provide supervise and training for an assigned shift or unit of Deputy Sheriffs and other personnel; to perform law enforcement and crime prevention work by patrolling assigned areas and answer calls and complaints; to investigate incidents and perform identification work; to perform the full scope of professional law enforcement and deputy coroner functions; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first supervisory level in the professional law enforcement class series. An incumbent typically supervises a group of Deputy Sheriffs and other staff assigned to a shift, substation, or special work unit in the Department. In addition, they are expected to perform the full scope of professional law enforcement work. They may be "on-call" to respond to special law enforcement emergencies.

REPORTS TO

Assistant Sheriff.

CLASSIFICATIONS SUPERVISED

Deputy Sheriff I and II.

SHERIFF SERGEANT - 2

EXAMPLES OF DUTIES

- Plans, organizes, and supervises the work of an assigned shift or unit of Deputy Sheriffs and law enforcement support staff;
- Provides training and work evaluations for assigned personnel;
- Ensures that staff assignments are conducted in accordance with departmental rules and regulations;
- Ensures proper use of Department equipment; assists with calls for the protection of life and property, and the enforcement of local and State laws;
- May be assigned some supervisory responsibilities for the receiving and assignment of prisoners and/or Department records and communication activities;
- Supervises and assists with conducting preliminary investigations of crimes;
- Interviews victims, complainants, and witnesses;
- Cooperates with other law enforcement agencies in the apprehension of criminals and suspects;
- May establish and maintain record and identification systems; may search, collect and preserve evidence from crime scenes, obtaining samples for laboratory identification;
- May take photographs at crime scenes; interrogates suspects; locates suspects, makes arrests and searches for and seizes criminal evidence; prepares evidence and reports of investigations and arrests;
- May serve as an undercover agent for vice and narcotic investigations;
- May conduct shift briefings and assign patrol staff to coverage areas; reviews, approves/rejects, and routes incident and crime reports;
- Testifies in court and presents evidence;
- May handle citizen complaints and preliminary stages of internal affairs investigations;
- Conducts research and assists with drafting departmental policies and procedures;
- May coordinate and oversee Deputy Coroner functions;
- May investigate deaths and prepare follow-up reports;
- May be responsible for special enforcement programs such as Special Weapons and Tactics, Child Abuse Investigations, and Search and Rescue;
- Performs the full scope of professional law enforcement work as needed;
- Keeps firearms and other equipment in good working condition;
- As needed, act as the OES Duty Officer.
- Perform related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; 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.

SHERIFF SERGEANT - 3

TYPICAL WORKING CONDITIONS

Work is performed in office, detention facility, courtroom and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern law enforcement methods and procedures, including patrol, crime prevention, traffic control, bailiff, and basic crime scene investigation.
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Laws applicable to the apprehension, retention, and treatment of juveniles.
- Recent court decisions affecting arrest procedures and the handling of suspects and detained persons.
- The general geography and topography of Plumas County.
- Use and care of Department authorized firearms.
- First aid techniques.
- Principles of criminal identification and fingerprint classification.
- Principles of supervision, training, and work evaluation.

Ability to:

- Plan, organize, supervise, train, and evaluate the work of an assigned group or unit of employees.
- Perform a wide variety of professional law enforcement work.
- Perform specialized law enforcement assignments.
- Understand and interpret laws and regulations relating to arrest, rules of evidence, and the apprehension, retention and treatment of prisoners and juveniles.
- Understand and interpret the Code of Civil Procedures and Civil Processes.
- Carefully observe incidents and situations, accurately remembering names, faces, numbers, circumstances, and places.
- Secure information from witnesses and suspects.
- Make independent judgements and adopt quick, effective, and responsible courses of action during emergencies.
- Write clear and comprehensive reports.
- Meet standards of adequate physical stature, endurance and agility.
- Demonstrate technical and tactical proficiency in the use and care for firearms.
- Operate a motor vehicle under unusual and critical conditions.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.
- Establish and maintain cooperative relationship with those contacted during the course of work.

SHERIFF SERGEANT - 4

Training and Experience:

Required qualifications needed for this position:

Experience: Five (5) years of experience in professional law enforcement work comparable to that of a Deputy Sheriff in Plumas County. An incumbent must have no felony convictions.

Completion of advanced educational training in criminology, criminal justice, and law enforcement is desirable.

Special Requirements: Possession of a Basic and Intermediate Post Certificates issued by the California Peace Officer Standards and Training Commission (P.O.S.T.).

Possession of First Aid and CPR certificates.

Possession of a current and valid California Driver's license issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and City of Portola for law enforcement services, effective July 1, 2024, incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25, approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and City of Portola for law enforcement services, effective July 1, 2024, incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25, approved as to form by County Counsel.

Background and Discussion:

The City of Portola contracts with the Plumas County Sheriff's Office to provide law enforcement services within the boundaries of the city. This has been an ongoing contract for many years.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and City of Portola for law enforcement services, effective July 1, 2024, incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25, approved as to form by County Counsel.

Fiscal Impact:

Incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25 recommended budget.

Attachments:

1. City of Portola Agreement

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF PORTOLA,
THE COUNTY OF PLUMAS,
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. TERM

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2024, through June 30, 2025 unless terminated sooner as provided herein.

1.2. Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICE

2.1. Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, some municipal police protection services, duties and functions customarily rendered by a city police department under the statutes of the State of California within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. Such services shall include the following:

- 2.1.1 Enforcement of State statutes;
- 2.1.2 General traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Animal Control Services;
- 2.1.5 In the event the PCSO experiences a shortage of manpower and cannot fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Sheriff shall come through the City Manager.

3. REPORTS AND MEETINGS

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel

will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

3.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

4. SCHEDULING OF ASSIGNED DEPUTY

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding PCSO's scheduling and performance under this Agreement.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any rights or privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, other compensation or benefits to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement and PCSO for the services

rendered provided under this Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

6.2 Credits.

- 6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.
- 6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.
- 6.2.3 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease pertaining thereto.

7. INDEMNIFICATION

7.1. Claims Arising from Sole Acts or Omissions of County. County hereby agrees to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City

agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

7.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. SUBROGATION

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

10. ADMINISTRATION OF COPS GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 3006l(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and

will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

11. SPECIAL EVENT SERVICES

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

12. INTERNAL POLICIES

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

13. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

14. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

<u>County</u>	<u>City</u>
Chief Administrative Officer	City Manager
County of Plumas	PO. Box 1225
520 Main Street, Room 309	Portola, CA 96122
Quincy, CA 95971	

PCSO
Todd Johns, Sheriff
PO. Box 1106
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

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

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

19. ADDITIONAL DOCUMENTS AND AGREEMENTS

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

20. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

21. DISPUTE RESOLUTION

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute (“Informal Resolution”). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, the parties shall be free to pursue any remedy available to them at law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

CITY OF PORTOLA

By: _____

Title: City Manager

Date: _____

By: _____

Title: Mayor, City of Portola

Date: _____

ATTEST:

By: _____

Title:

Approved as to Form:

By: _____

Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: _____

Title: Sheriff

Date: _____

By: _____

Title: Chair of the Board of Supervisors

Date: _____

ATTEST:

By: _____

Title: Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cindie Froggatt, Plumas County Assessor
MEETING DATE: February 11, 2025
SUBJECT: **CONTINUED DISCUSSION FROM JANUARY 21, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Recommendation:

CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Background and Discussion:

CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Action:

CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Fiscal Impact:

CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Attachments:

None



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, Interim County Counsel

MEETING DATE: February 11, 2025

SUBJECT: Joint Excercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; discussion and possible action whether the Board is willing to operate this agreement with Plumas County being the governing jurisdiction in the exercise of power under this agreement.

Recommendation:

Joint Excercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; discussion and possible action whether the Board is willing to operate this agreement with Plumas County being the governing jurisdiction in the exercise of power under this agreement.

Background and Discussion:

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of an effective Regional EMS Agency and an Emergency Medical Services (EMS) program that maintains county control in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the 10:36 AM 02-05-2025 JPA Agreement – 3rd Draft 2 California Health and Safety Code) hereinafter called the "Act." and participate in a Joint Powers Agency hereafter established.

Action:

Joint Excercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; discussion and possible action whether the Board is willing to operate this agreement with Plumas County being the governing jurisdiction in the exercise of power under this agreement.

Fiscal Impact:

No General Fund Impact

Attachments:

1. 02-05-2025 JPA AGREEMENT - 3rd DRAFT

**JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING
A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR
THE IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY
MEDICAL SERVICES SYSTEM IN THE COUNTIES OF Lassen, Modoc, Plumas,
Sierra and Trinity Counties STATE OF CALIFORNIA**

THIS AGREEMENT, dated, the _____ day of _____, 2024, by and between the Counties of Lassen, Modoc, Plumas, Sierra and Trinity, each a political subdivision of the State of California (herein, collectively referred to as "Member Counties" or individually as "Member County").

RECITALS

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of an effective Regional EMS Agency and an Emergency Medical Services (EMS) program that maintains county control in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the

California Health and Safety Code) hereinafter called the "Act." and participate in a Joint Powers Agency hereafter established.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE AND CREATION

The purpose of this Agreement is to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and for that agency to perform the duties and responsibilities of a local EMS agency for the Member Counties in their ongoing operation and management of county emergency medical services systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Nor-Cal EMS, herein referred to as "Agency." For the purpose specified in this Agreement, the Agency shall be an entity separate from the parties to this Agreement.

ARTICLE II

TERM

This Agreement shall become effective as of the date upon which all member counties have approved it. The Agreement shall continue in full force and effect until terminated by mutual agreement of the parties hereto. In the event that a county or counties withdraw

from the Agency ("Withdrawing County"), as per the term and conditions set forth in ARTICLE VI of this Agreement; and, if the remaining Member Counties desire to continue the Agency, the Withdrawing County (or counties) shall be removed from the Agreement, and it shall not be necessary to cause a new agreement to be executed by the remaining counties.

If all Member Counties agree to terminate this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

ARTICLE III

FUNDING

A. Member County Contributions

As Member Counties, we acknowledge the need for stabilization of funding in order for the Agency to perform required duties. The Board of Directors shall determine each county's annual fee to be paid to the agency for LEMSA services. Each Member County's initial annual fee shall be due and payable to the Agency on or before July 1, 2025 and thereafter on or before July 1 of each successive year.

B. State Funding and Other Funding

The Agency shall annually apply for regional State General Funding assistance from the State Emergency Medical Services Authority or the state entity administering the regional funding program. Other funding applications may include, but not be limited to, federal, state, private or other special project grants.

ARTICLE IV

GENERAL POWERS

A. Board of Directors

The Agency shall be governed by a Board of Directors, herein referred to as "Board," composed of:

- 1) One (1) representative of the Board of Supervisors from each Member County. The Board of Supervisor Representative may have an alternate that is a member of each respective Board of Supervisors.
- 2) One (1) Hospital Administrator. The Hospital Administrator representative is to be nominated by the Northern Section of the Hospital Council of Northern and Central California and approved by the Board of Directors.
- 3) One (1) ambulance representative who shall be affiliated with an ambulance service and will be approved by the Board of Directors.

4) Two (2) Members At Large who are not on the Board of Supervisors of a Members County, Hospital Administrator or affiliated with an ambulance service. The Members at Large are to be selected by the Board of Directors.

The Board of Directors of the Agency shall provide for its regular meetings. Meetings shall be held quarterly. Special meetings may also be called if needed. The meetings shall be held in compliance with the Ralph M. Brown Act (Government Code, Section 54950 et seq.). Notice of regular meetings and the agenda shall be posted in a public location at least 72 hours in advance of board meetings.

Each appointed member of the Board of Directors shall be selected as stated above and serve at the pleasure of their respective appointing body.

B. Staff

The Agency shall employ a Chief Executive Officer. The Chief Executive Officer shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Chief Executive Officer to employ and discharge staff.

The Agency shall have a full or part-time California licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assume medical accountability throughout the planning, implementation and evaluation of the EMS System. Such physician shall act as the

Medical Director of the local EMS agency pursuant to the Act. The Agency may either contract with or hire as an employee the Medical Director.

The Chief Executive Officer of the Agency shall cause to be kept minutes of the regular, and special meetings of the Board of Directors.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the quorum shall be required for the approval of any motion/resolution as to which action of the Board is required.

Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.

Members of the Board shall serve without compensation but shall receive reimbursement from the Agency for actual and necessary expenses incurred when on official duty for the Agency (including mileage reimbursement for travel to and from meetings of the Board, unless otherwise provided by the member's county or employer). No member of the Board may be compensated for any service to the Agency except as provided in this section. Nothing herein shall be construed to prohibit member counties from compensating their Members or alternates for services on the Board.

Reimbursement for expenses shall be made by the Agency upon submittal of documentation.

C. Other Officers

Pursuant to California Government Code Section 6505.6 the agency may appoint one of its officers or employees to act as either the Treasurer or Auditor or both. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d) of California Government Code Section 6505.5.

D. Contracts

In order to achieve the purpose of this Agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this Agreement and any renewals thereof. As set forth in Article IV E. no party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the Member Counties. The Agency shall indemnify, defend and hold harmless each of the Member Counties and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability

arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Member County(ies) on account of any claim therefore, except where such indemnification is prohibited by law. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workers' Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

The Agency shall not participate in any employer sponsored defined benefit retirement plan without unanimous approval from the member counties. The Agency, at its discretion, may participate in defined contribution plan.

F. Grants and Contributions

The Agency may, with Board approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

G. Bylaws

The Board of Directors of the Agency shall adopt bylaws for the governing of the Agency and for the conducting of the business of the Board. Such bylaws shall make provision for an annual independent audit. Such bylaws shall also provide for the operation of Agency programs including the compensation and privileges of the employees of the Agency. Such bylaws shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency.

The Board of Directors shall elect a Chairperson, Vice Chairperson and a Secretary.

H. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of (one of the JPA Counties-TBD).

ARTICLE V

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency Designation

The Agency is designated as the Local EMS Agency by each signatory to this Agreement.

B. Agency Authorization

The execution of this Agreement acts as a delegation to the Agency by each signatory of all the California Health and Safety code, Division 2.5 functions, and the Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signatory to this Agreement, the Agency shall perform the functions set forth in California Health and Safety Code, Division 2.5 (Cal H&S Code Section 1797 et. seq.), as currently written, or as may be amended, as well as the following:

The Agency shall provide an organizational or advisory committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.

The Agency shall provide liaison with county Emergency Medical Care Committees, other county advisory committees pertinent to emergency medical services and providers to coordinate and plan programs to meet specific provider and patient needs and LEMSA responsibilities.

The Agency may contract with any organization to provide any relevant service or function authorized by the Act.

ARTICLE VI

A. New Members

Any California County may apply for membership in Nor-Cal EMS. Approval requires the unanimous consent of the existing Member Entities, expressed by vote at a formal meeting or by written consent filed with Nor-Cal EMS. A new membership will become effective upon the execution of this Agreement.

B. Withdrawal

Any signatory to this Agreement may withdraw by giving written notice to all the other signatories a minimum of six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective at the end of the fiscal year unless otherwise specified in this Agreement.

Upon withdrawal of a Member County, any money or assets, including funded equipment in possession of the Agency for use under this Agreement shall remain with the Agency, except that the Board of Directors in its sole discretion, may permit a Withdrawing County to retain emergency medical care equipment secured through the Agency if the Board determines that such equipment is needed for the medical care of residents of the Withdrawing County. For situations arising that are not covered by the above guidelines, the Withdrawing County and the Board of Directors of the Agency may enter into a

contract settling the terms and conditions of withdrawal. A Withdrawing County shall not be entitled to any further distribution of Agency property or funds.

C. Termination

Upon termination of this Agreement, any money or assets, except funded equipment in possession of Agency for use under this Agreement, after payment of all liabilities, expenses and charges incurred under this Agreement shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

ARTICLE VII

FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30th

ARTICLE VIII

CLAIMS

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3. Division 3.6 of Tide 1 of the Government Code or in accordance with claims procedures

approved by the Auditor Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

ARTICLE IX

ALLOWANCE OF CLAIMS BY TREASURER/AUDITOR

The Treasurer/Auditor of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors consistent with the provisions of California Government code 6505.5.

ARTICLE X - ADDITIONAL PROVISIONS

Agency shall be the sole Local Emergency Medical Services Agency for each and every Member County, and shall perform the services enumerated in this agreement. Agency and the Member County may enter into such agreements or contracts allowing the Agency to perform additional functions.

This Agreement may be amended at any time by the mutual agreement of the parties hereto.

COUNTY OF LASSEN

Chairman
Board of Supervisors

Date

COUNTY OF MODOC

Chairman
Board of Supervisors

Date

COUNTY OF PLUMAS

Chairman
Board of Supervisors

Date

COUNTY OF SIERRA

Chairman
Board of Supervisors

Date

COUNTY OF TRINITY

Chairman
Board of Supervisors

Date



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Roberts

MEETING DATE: February 11, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County and Civitas Advisors, Inc. for a Transient Occupancy Tax Information Nondisclosure Agreement; effective February 11, 2025; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County and Civitas Advisors, Inc. for a Transient Occupancy Tax Information Nondisclosure Agreement; effective February 11, 2025; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Definition of Confidential Information. For purposes of the Agreement, "Confidential Information" shall include all information or material regarding transient occupancy taxes collected by or behalf of the Disclosing Party which is being provided to the Receiving Party.

Action:

Approve and authorize Chair to sign an agreement between Plumas County and Civitas Advisors, Inc. for a Transient Occupancy Tax Information Nondisclosure Agreement; effective February 11, 2025; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. PLUMAS NDA - 2-2-25

Transient Occupancy Tax Information Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into on _____, 2025 by and between the County of Plumas with its principal offices at 520 Main Street, Room 309, Quincy, CA 95971 ("Disclosing Party") and Civitas Advisors, Inc., a California corporation with its principal offices at 1102 Corporate Way, Suite 140, Sacramento California 95831 ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material regarding transient occupancy taxes collected by or behalf of Disclosing Party which is being provided to Receiving Party.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the same time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (c) is disclosed to any third party through no fault of Receiving Party.
3. **Obligations of Receiving Party.** The parties agree that the Confidential Information shall be used solely for purposes related to the renewal of the Plumas County Tourism Marketing District. This includes, but is not limited to, calculating annual budget projections and supporting the petition drive. Receiving Party shall hold and maintain the Confidential Information in strictest confidence. Receiving Party shall carefully restrict access to Confidential Information. Receiving Party shall not disclose to any third party the gross receipts of any person or entity paying transient occupancy tax to the Disclosing Party, or the amount of transient occupancy tax generated. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit to the detriment of Disclosing Party, any individual Confidential Information. Any report prepared by Receiving Party using Confidential Information shall be written in such a way as to preclude the identification of individual business or individual tax payers by reading the report, provided that this shall not prohibit the preparation and distribution of a report listing hotels, motels, and property management agencies without disclosure of their respective gross receipts or the amount of transient occupancy tax generated.
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.
5. **Notice of Discovery or Court Filing Request.** Receiving Party shall notify Disclosing Party if Receiving Party becomes aware of any attempt to access the Confidential Information through discovery or court filing.
6. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

8. Integration. This Agreement expresses the complete understanding and entire agreement of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Interpretation and Presumption. This Agreement shall be interpreted in accordance with California law. It is the parties' express intent that no presumption shall arise from the identity of the drafter.

11. Indemnification. Receiving Party shall defend, indemnify, and hold harmless Disclosing Party from and against any and all claims, damages, losses, and causes of action which may be asserted against or suffered by Disclosing Party arising out of the receipt of Confidential Information by Receiving Party, its subsequent disclosure, and/or any breach by Receiving Party of its obligations under this Agreement.

12. Attorney's Fees and Costs. In the event of litigation between the parties concerning the interpretation, implementation, or termination of this agreement the prevailing party in such litigation shall, upon order of the court, be entitled to recover its reasonable attorney's fees, expert witness fees, and costs.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

CIVITAS ADVISORS, INC.


(Signature)

John Lambeth, President/CEO

COUNTY OF PLUMAS


(Signature)

Kevin Goss
Chair, Board of Supervisors


(Signature)

Carson Lambeth, Secretary

Approved as to form:


Joshua Brechtel, 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: February 11, 2025

SUBJECT: Appoint two Plumas County Supervisors to the Sierra Nevada Conservancy Board, one to serve as an alternate Board member, and one to serve as a County Liaison for Northeast Sierra subregion for a one-year term; discussion and possible action

Recommendation:

Appoint two Plumas County Supervisors to the Sierra Nevada Conservancy Board, one to serve as an alternate Board member, and one to serve as a County Liaison for Northeast Sierra subregion for a one-year term; discussion and possible action

Background and Discussion:

Alternate Board member: This County Supervisor will serve as an alternate to the active/voting Board member and attend meetings in the absence of the current Board member. The Alternate Board member is not required to attend quarterly Board meetings unless attending in place of the appointed voting Board member. The Alternate Board member will participate in quarterly Subregion discussions with the Board member and county liaisons to discuss county-specific topics of concern and review upcoming agenda items.

(This position is NOT a required Form 700 filer position.)

County Liaison(s): As described above, SNC refers to supervisors appointed to the SNC Governing Board who are not active Board members or Alternate Board members as county liaisons to SNC. County liaisons are not required to attend quarterly Board meetings. It is expected that county liaisons will participate in quarterly Subregion discussions with the Board member and Alternate Board member to discuss county specific topics of concern and review upcoming agenda items.

(This position is NOT a required Form 700 filer position.)

Action:

Appoint two Plumas County Supervisors to the Sierra Nevada Conservancy Board, one to serve as an alternate Board member, and one to serve as a County Liaison for Northeast Sierra subregion for a one-year term; discussion and possible action

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:

1. SNC Governing Board Overview



Governing Board Overview – County Representation

Overview

The Sierra Nevada Conservancy (SNC) Governing Board is primarily responsible for developing policy, providing direction to staff on key operational issues, and approving grants and other actions. The Board is comprised of 13 voting members: five gubernatorial appointees, two legislative appointees, six county supervisors, and three non-voting federal liaisons, one each from the U.S. Forest Service, U.S. National Park Service, and U.S. Bureau of Land Management.

The SNC's governing statute, Public Resources Code, sec. 33302, subd. (g) provides for six Subregions within the Sierra Nevada Region (also informally referred to as the Sierra-Cascade Region), described as follows:

- (1) The northwest Sierra subregion, comprising the Counties of Shasta, Siskiyou, Tehama, and Trinity.
- (2) The northeast Sierra subregion, comprising the Counties of Lassen, Modoc, Plumas, and Sierra.
- (3) The north central Sierra subregion, comprising the Counties of Butte, Nevada, Placer, and Yuba.
- (4) The south central Sierra subregion, comprising the Counties of Amador, Calaveras, El Dorado, and Tuolumne.
- (5) The southeast Sierra subregion, comprising the Counties of Alpine, Inyo, Kern, and Mono.
- (6) The southwest Sierra subregion, comprising the Counties of Fresno, Madera, Mariposa, and Tulare.

Rotation

Public Resources Code, section 33321 provides for the process for appointment to the SNC Board. Public Resources Code, section 33321, subd. (a)(1)(F) describes the process for county supervisor representation stating as follows:

One member for each of the six subregions who shall be a member of the board of supervisors of a county located within that subregion, and whose supervisorial district shall be at least partially contained within the Sierra Nevada Region. Each member shall be selected by the counties within that subregion, according to the following procedure:

- (i) Each county board of supervisors within a subregion shall select a member of their board to determine, with the selected members of the other counties in the

subregion, which member of a board of supervisors within the subregion shall be appointed as a member of the conservancy board. An alternate may be appointed. The appointed member and any alternate shall have at least part of his or her supervisorial district within the subregion.

- (ii) The initial appointment of a member for each subregion shall be made no later than 60 days after the effective date of this division. A subsequent appointment to a regular term on the board shall be made before the date specified in Section 33322 for the commencement of that term. A vacancy occurring before the end of a term shall be filled for the remainder of the term within 60 days of the vacancy.
- (iii) If the boards of supervisors of the subregion do not appoint a member to the board within the timeframe specified in clause (ii), the Governor shall appoint one of the supervisors selected in clause (i) to serve as the board member for the subregion.

Public Resources Code, section 33322, subd. (b) states the term of service for members and alternatives as follows:

- (1) Members and alternates in the *northwest* Sierra subregion, the *north central* Sierra subregion, and the *southeast* Sierra subregion shall have terms beginning on January 1 in an odd-numbered year and ending on December 31 of the following even-numbered year.
- (2) Members and alternates in the *northeast* Sierra subregion, the *south central* Sierra subregion, and the *southwest* Sierra subregion shall have terms beginning on January 1 in an even-numbered year and ending on December 31 in the following odd-numbered year. Members and alternatives who are initially appointed to the board shall serve for a one-year term for the first year. Subsequent terms shall be for two years.

(Pub. Resources Code, sec. 33322, subd. (b)(1) and (2). Emphasis added.)

The SNC will schedule a Subregion rotation discussion at the end of each two-year term. During this discussion, the supervisors of each County within that Subregion will decide the roles of each supervisor for the new two-year term. Over time, Subregions have selected the representative to sit on the SNC Governing Board in different manners; some Subregions established a clear rotation among the counties every two years and others have assigned a particular supervisor for multiple terms.

Assignments

County Supervisors assigned to the SNC will fall into one of three different roles for each two-year period:

Boardmember: This supervisor will attend governing Board meetings and serve as the voting Boardmember for a minimum term of two years. Boardmembers are compensated at \$100 per day for meeting days, plus all necessary and reasonable expenses (travel, lodging, meals, etc.). The current Boardmember will participate in quarterly Subregion discussions with the Alternate Boardmember and what SNC refers to as county liaisons to discuss county-specific topics of concern and review upcoming agenda items. The Boardmember will represent the entire Subregion at the quarterly governing Board meetings.

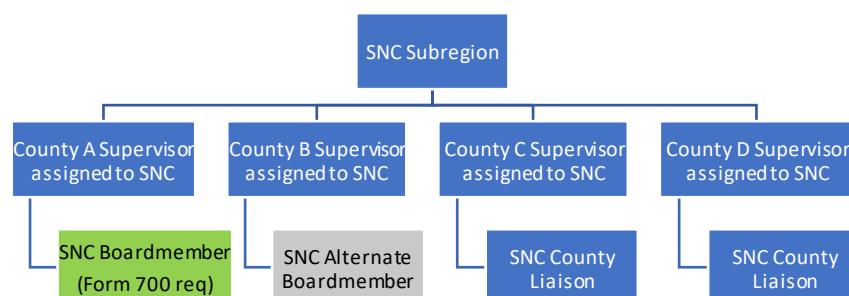
(This position falls under SNC's Conflict of Interest Code and the supervisor Boardmember is therefore required to file a Statement of Economic Interests, Form 700, with the Fair Political Practices Commission and will require completion of a State Ethics Training Course. Note: because SNC acts under the Bagley-Keene Open Meeting Act, the supervisor Boardmember is required to undertake the State Ethics Training Course.)

Alternate Boardmember: This County Supervisor will serve as an alternate to the active/voting Boardmember and attend meetings in the absence of the current Boardmember. The Alternate Boardmember is not required to attend quarterly Board meetings unless attending in place of the appointed voting Boardmember. The Alternate Boardmember will participate in quarterly Subregion discussions with the Boardmember and county liaisons to discuss county-specific topics of concern and review upcoming agenda items.

(This position is NOT a required Form 700 filer position.)

County Liaison(s): As described above, SNC refers to supervisors appointed to the SNC Governing Board who are not active Boardmembers or Alternate Boardmembers as county liaisons to SNC. County liaisons are not required to attend quarterly Board meetings. It is expected that county liaisons will participate in quarterly Subregion discussions with the Boardmember and Alternate Boardmember to discuss county-specific topics of concern and review upcoming agenda items.

(This position is NOT a required Form 700 filer position.)



Board Meetings

The Board meets on a quarterly basis in March, June, September, and December in locations throughout the Sierra-Cascade Region, with one of the four meetings convening in Sacramento. Board meetings generally begin on Wednesday at 1:00 p.m. with a field tour followed by a community reception. Most of the time, the business meeting occurs on Thursday beginning at 9:00 a.m., usually concluding by 3:00 p.m. If another relevant statewide meeting is held on one of the two days, SNC may choose to change the business meeting to another day to accommodate the participation of Boardmembers. For the Sacramento meeting, there may be a Sierra Nevada Watershed Improvement Program (WIP) Summit held on one of the two days.

The schedule for 2025 is as follows:

- **March 5 & 6 – Calaveras County (South Central Subregion)**
- **June 4 & 5 – Modoc County (Northeast Subregion)**
- **September 3 & 4 – Fresno County (Southwest Subregion)**
- **December 11 & 12 – Sacramento**

Contact Information

- **Board Services Manager:** Amy Nelson (530) 401-5477
- **Executive Officer:** Angela Avery (530) 957-1050
- **Field Operations & Grants Division Chief:** Andy Fristensky (530) 721-0016
- **General Board Services support:** sncboard@sierranevada.ca.gov



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: February 11, 2025

SUBJECT: **Notice of Vacancy:** This is to announce that five vacancies have occurred on the Plumas County Chester Design Committee representing District 3. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Recommendation:

Notice of Vacancy: This is to announce that five vacancies have occurred on the Plumas County Chester Design Committee representing District 3. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Background and Discussion:

Plumas County Code Section 9-2.3704(b): Membership - the Committee shall consist of but not limited to, individuals having an interest in or expertise in historical architecture and architectural design. Members of the Committee shall also include, as appropriate, business owners, property owners and residents of the Chester Design Review Area. **MADDY ACT:** In compliance with the requirements of the Maddy Act, Government Code §54970

Action:

Notice of Vacancy: This is to announce that five vacancies have occurred on the Plumas County Chester Design Committee representing District 3. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Notice of Vacancy Chester Design Committee



NOTICE OF VACANCY

THIS IS TO ANNOUNCE THAT FIVE (5) VACANCIES HAVE OCCURRED ON THE

PLUMAS COUNTY CHESTER DESIGN REVIEW COMMITTEE

In Plumas County, citizen participation in local government is essential. Local government is the form of government closest to us in our everyday lives, and the one we are most able to influence. Advisory bodies play a very important role in county government.

If you are interested in serving on the Chester Design Review Committee, please contact the Office of the Clerk of the Board.

Plumas County Code Section 9-2.3704(b): Membership – the Committee shall consist of but not be limited to, individuals having interest or expertise in historical architecture and architectural design. Members of the Committee shall also include, as appropriate, business owners, property owners and residents of the Chester Design Review Area.

Please be prepared to provide a letter of interest and/or required application. Certain members must file financial disclosure statements upon appointment, or annually thereafter.

MADDY ACT:

In compliance with the requirements of the Maddy Act, Government Code §54970.

**Plumas County Board of Supervisors
Plumas County Courthouse
520 Main Street, Room 309
Quincy, CA 95971**

Telephone: (530) 283-6170