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
Allen Hiskey, Clerk of the Board

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

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

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

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

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

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

2. CONSENT AGENDA

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

A. 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 April 15, 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 April 15, 2025.

B. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a skilled nursing facility with special treatment programs, neuro-behavioral programs and medical complex support; effective July 1, 2025; not to exceed $165,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.

C. SHERIFF'S OFFICE

1) Approve and authorize the Sheriff to sign amendment no. one to agreement between Plumas County Sheriff's Office and State of California Department of General Services/California Highway Patrol; effective September 1, 2024; not to exceed $8,036.00/year total for the first year; (General Fund Impact) as approved in FY 24/25 recommended budget Sheriff's Office 70330 account 523804 (Radio Equip Rent/Lease); approved as to form by County Counsel.
2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Core Psychological Corporation, to administer pre-employment psychological testing to job applicants to the Sheriff's Office; effective March 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget 70330 / 521107 (SHERIFF / PRE-EMPLOYMENT COSTS); approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and RSH Inc., dba Curran Tire Center, to provide general automotive repairs and services on an as-needed basis; effective April 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.
4) Approve and authorize Chair to sign amendment No.1 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2025; (No General Fund Impact); approved as to form by County Counsel.
5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Alpine Fire Services, Inc., to provide service, maintenance, and sales of fire suppression equipment; effective March 8, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

D. SOLID WASTE

1) Approve and authorize Chair to sign Amendment No. 1 between Plumas County Public Works and Plumas Sanitation, Inc., to increase the total compensation to $57,600; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.

E. FACILTY SERVICES

1) Approve and authorize board chair to add additional vehicles to auction list

F. PLUMAS COUNTY OFFICE OF EDUCATION

1) Approve and authorize Chair to sign the Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2025, and the updated LPC Council Bylaws.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS CSA #12 GOVERNING BOARD

1) Approve and authorize Chair to sign the Plumas Transit Systems transit operations contract, between Plumas Rural Services and CSA #12. This contract is for a three-year term (July 1, 2025, through June 30, 2028) with three optional one-year extensions; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

C. ADJOURN AS CSA #12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. ENVIRONMENTAL HEALTH - Rob Robinette

1) Approve and authorize supplemental budget transfer of $1,178.98 from 2055051 51000 "Regular Wages" to 2055051 51060 "Overtime" to cover unanticipated staff overtime and payout of compensatory time balance due to promotion; discussion and possible action; approved by Auditor/Controller. **Four/Fifths roll call vote**

2) Approve and authorize Chair to sign a Letter of Support to the Honorable Heather Hadwick, California State Assembly, in support of AB993, "An act to amend Section 25404.8 of the Health and Safety Code, relating to hazardous materials", Rural Certified United Program Agency (CUPA) Reimbursement program, as introduced February 20, 2025; discussion and possible action.

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** Authorizing Application for and Receipt of Permanent Local Housing Allocation Program Funds; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

C. PUBLIC WORKS/ROAD - Rob Thorman

1) Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order and approve and authorize the Budget Transfer of $107,000 from Professional Services (account 521900), to PW Industrial Equipment (account 540900), a fixed asset account within the Road Fund budget. Discussion and possible action. **(Four/Fifths roll call vote)**

D. PROBATION - Keevin Allred

1) Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2024-2025 as submitted and recommended; discussion and possible action.

E. PLANNING - Tracey Ferguson

1) Receive and make available for public review and comment the updated 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; informational item and possible staff direction.

2) Pursuant to Plumas County Code Section 2-4.503(a), confirm the re-appointment of Tracey Ferguson, Planning Director as the Zoning Administrator, effective April 1, 2025; discussion and possible action.

F. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** adopting a new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 an hour, amend the personnel allocations for County Administrative Office by adding 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County of Administrative Office, Budget Unit #20030; (No General Fund Impact); this position will be funded through the 26/27 Fiscal Year to end of June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

3) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact) position funded with PG&E settlement funds; upon exhaustion of the settlement funds, this position will be eliminated; discussion and possible action

4) Adopt **RESOLUTION** adopting new Plumas County Bookmobile Library Assistant Job Classification in the Library Department - Base Wage $17.53/Hour; (General Fund Impact) as approved in (FY24/25) recommended budget 2067052 (Library) 51000 (Wages); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

5) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the Plumas County Library, Budget Unit #20670; (General Fund Impact) as approved in (FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

6) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one 0.5 FTE Bookmobile Library Assistant; (General Fund Impact) as approved in (FY24/25) recommended budget; discussion and possible action.

5. COUNTY ADMINISTRATIVE OFFICE

A. Approve and authorize supplemental budget of $21,000 in CETF-CA Emerging Tech Fund 2003052-521136 to cover the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" for costs in FY25; approved by Auditor/Controller. **Four/Fifths roll call vote**

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Julie White v Board of Supervisors CV24-00119

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

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

E. Conference with Legal Counsel: Claim against the County filed by Armstrong, Eric received February 28, 2025

F. Conference with Legal Counsel: Claim against the County filed by Duerr, Caleb received March 3, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, March 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:	**March 11, 2025**
SUBJECT:	**PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT**

Recommendation:
PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Background and Discussion:
PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Action:

PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Fiscal Impact:

No General Fund Impact.

Attachments:
1. BOS Report 4_11_2025 Bus & Econ (1)

Board of Supervisors Economic Development and Recovery Report

March 11, 2025

Indian Valley Innovation HUB

- **I'm happy to announce there were 9 New Business Filings in February 2025:**
  - **3 in District 1**
  - **1 in District 2**
  - **1 in District 3**
  - **2 in District 4**
  - **2 in District 5**
- **USDA Single Family Home interest rates rose from 4.50% last month to 4.75%; this month they have risen to 5.15%. Not news we wanted to hear; it seems as if the prediction that interest rates won't go down significantly until the end of next year are coming true.**
- **Last week Tuesday night, March 4th, we had an Open House at The Quincy HUB; between 180 and 200 people attended the event, as you can see from the video. A thank you to the staff and Board Members of the Quincy Chamber and the Indian Valley for revitalizing downtown Quincy, part of the Recreation Economies for Rural Communities from 2022. We now have almost 40 product makers displaying their products at the Made In Plumas County Store. I'm proud to say that we have many product makers from Indian Valley, some recovering from losing everything in the Dixie Fire. We also have quite a few new business starts represented by many of our product makers. We are helping them get organized as Bonafide businesses in many ways from getting a Fictitious Business Name to helping them get a digital presence, as well as providing them a beautiful storefront to display their products.**
  - **Show 23 second video.**
  -
- **Jake Williams, the IT Director for the IVIH, will give you a quick report on how we are helping areas businesses:**
  - **1-2 minutes.**

    - **Potential Plumas County Events Page on a TV in one of the windows at The Quincy HUB.**
- **Report on the FRC Job Fair. 1 minute.**
- **Report on the Lost Sierra Chamber of Commerce Annual Mixer.**
    - **1 minute.**
- **Down Payment Assistance (DPA) Program:**
    - **RCAC is willing to supply a nationally experienced staff person with Down Payment Assistance experience for our Program at a very reasonable price.**
    - **With the lending and insurance issues lingering, more and more lenders are saying the best bet is to build smaller, simpler homes that can be added to in the future.**
    - **We are looking at three models:**
        - **A 1,000 sq ft Starter Home with no garage or car port.**
        - **A 1,000 sq ft Starter Home with a car port**
        - **A 1,000 sq ft Starter Home with a two-car garage with 1 – 2 ADUs built above the garage.**
        - **We're looking at a grant program to build free sheds on each new home built with the DPA Program.**
- **And now for some really good news from Dayne Lewis, newest member of the PC Planning Commission, local business owner, and recent realtor with some of his personal experience with young people moving to Plumas County: 2 minutes.**

Thank you.

Clint Koble

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**March 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 April 15, 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 April 15, 2025

Background and Discussion:

The Board of Supervisors reviews Resolutions periodically regarding local 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 April 15, 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

WHERAS, 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 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:	**March 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 April 15, 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 April 15, 2025.

Background and Discussion:
The Board of Supervisors reviews Resolutions periodically regarding local 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 April 15, 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 addresses 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 RESOLOVED 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
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a skilled nursing facility with special treatment programs, neuro-behavioral programs and medical complex support; effective July 1, 2025; not to exceed $165,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a skilled nursing facility with special treatment programs, neuro-behavioral programs and medical complex support; effective July 1, 2025; not to exceed $165,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.

Background and Discussion:
Crestwood Behavioral Health is a skilled nursing facility with special treatment programs, neuro-behavioral programs and medical complex support, mental health rehabilitation center, and crisis residential treatment.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a skilled nursing facility with special treatment programs, neuro-behavioral programs and medical complex support; effective July 1, 2025; not to exceed $165,000.00;

Fiscal Impact:

(No General Fund Impact) Federal and State funds

Attachments:
1. 4880 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 Behavioral Health Department (hereinafter referred to as "County"), and Crestwood Behavioral Health, Incorporated, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed one hundred sixty-five thousand dollars ($165,000.00). CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments

3. Term. The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

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

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Elena Mashkevich, Executive Director of Contracts
Crestwood Behavioral Health
520 Capitol Mall, Suite 800
Sacramento, CA 95814

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

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

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

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating

information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

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

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

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

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

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

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes

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

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

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

CONTRACTOR:
Crestwood Behavioral Health, Inc.

By:_____
Name: Elena Mashkevich
Title: Executive Director of Contracts
Date signed:

CONTRACTOR:

By:_____
Name: Maria Stefanou
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By:_____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

_____
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

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 Crestwood Behavioral Health, Inc., referred to herein as Business Associate ("BA"), dated July 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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such

information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or

(ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa, LMFT	Name Elena Mashkevich
Title: Behavioral Health Director	Title: Executive Director of Contracts
Address: 270 County Hospital Road, Suite 109 Quincy, California 95971	Address: 520 Capitol Mall Suite 800 Sacramento, CA 95814
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Crestwood Behavioral Health is a CARF-accredited organization that continues to create a continuum of services to empower clients to achieve their recovery goals through Dialectical Behavioral Therapy; Wellness Recovery Action Plan; supported employment and pre-vocational training through Dreamcatchers Empowerment Network; therapeutic environment; trauma-informed approaches; and wellness initiatives that include heart healthy diets, smoking cessation support and Zumba. Crestwood is a nearly restraint -free environment by utilizing nonviolent communication, conflict resolutions and de-escalation techniques.

Crestwood's Behavioral Health services include:

- Skilled Nursing Facilities with Special treatment programs, neuro-behavioral programs and medical complex support.
- Mental Health Rehabilitation Center
- Crisis Residential Treatment
- Transition Residential Care Programs
- Residential Care for the Elderly
- Crisis Stabilization Unit
- Psychiatric Health Facilities

EXHIBIT B - FEE SCHEDULE

SEE ATTACHED RATES ON EXHIBIT C

INVOICING AND PAYMENT:

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

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

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

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

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

EXHIBIT C - RATE SCHEDULE

SNF, SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$367.00** (Indigent/Medi-Cal Ineligible)	$63.00 $81.00 $146.00
Private Room 1:1 supervision (per hour)		$367.00 $32.00
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $119.00 $172.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$173.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers	***Room and Service/Per Diem****	
Crestwood Center	Level 1	$436.00
Sacramento MHRC - 1106	Level 2	$396.00
NPI - 1356411656	Level 3	$359.00
Crestwood Behavioral Health Ctr	Level 1	$475.00
San Jose MHRC - 1107	Level 2	$381.00
NPI - 1376623256	Level 3	$371.00
Crestwood Behavioral Health Ctr	Level 1	$378.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$782.00
Bakersfield MHRC - 1115	Level 1	$438.00
NPI - 1275610800	Level 2	$397.00
	Level 3	$359.00
Crestwood C.E.N.T.E.R.	Level 1	$427.00
Angwin MHRC - 1116	Level 2	$341.00
NPI - 1316024953	Level 3	$288.00
Kingsburg Healing Center	Level 1	$548.00
Kingsburg MHRC - 1140	Level 2	$485.00
NPI – 1073989661	Level 3	$412.00
Crestwood Recovery and Rehab	Level 1	$440.00
Vallejo MHRC - 1141	Level 2	$374.00
NPI - 1508935834	Level 3	$330.00
Crestwood San Diego	Level 1	$544.00
San Diego MHRC - 1154	Level 2	$466.00
NPI - 1295146934	Level 3	$389.00
Crestwood Chula Vista	Level 1	$544.00

Chula Vista MHRC - 1164	Level 2	$466.00
NPI - 1023495181	Level 3	$389.00
San Francisco Healing Center	Level 1	$574.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	$545.00
Fallbrook Healing - 1167	Level 2	$468.00
NPI - 1639738297	Level 3	$389.00
Champion Healing Center	Level 1	$597.00
Lompoc Healing Center - 1170	Level 2	$505.00
NPI - 1487282273	Level 3	$419.00

*****The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc.
Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 9.
Additional Services:

- The Private Room is billable at the facility's lowest Level Rate
- 1:1 supervision (per hour) is billable at $32.00
- Bedhold Rate is billable at client's Level Rate at the time of a bedhold

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem* for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,235.00	$1,285.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,097.00	$1,147.00
Crestwood Psychiatric Health Facility Solano PHF - 1159 NPI - 1780009142	$1,156.00	$1,206.00
Crestwood Psychiatric Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	$1,041.00	$1,091.00
Crestwood Psychiatric Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,153.00	$1,203.00

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc.
Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	$248.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$189.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	$258.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$193.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$193.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	$246.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	$247.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$193.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity programs, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize the Sheriff to sign amendment no. one to agreement between Plumas County Sheriff's Office and State of California Department of General Services/California Highway Patrol; effective September 1, 2024; not to exceed $8,036.00/year total for the first year; (General Fund Impact) as approved in FY 24/25 recommended budget Sheriff's Office 70330 account 523804 (Radio Equip Rent/Lease); approved as to form by County Counsel.**

Recommendation:
Approve and authorize the Sheriff to sign amendment no. one to agreement between Plumas County Sheriff's Office and State of California Department of General Services/California Highway Patrol; effective September 1, 2024; not to exceed $8,036.00/year total for the first year; (General Fund Impact) as approved in FY 24/25 recommended budget Sheriff's Office 70330 account 523804 (Radio Equip Rent/Lease); approved as to form by County Counsel.

Background and Discussion:
The Sheriff's Office maintains communications vault lease agreements with the California Department of General Services/California Highway Patrol. This is Amendment One to Communications Vault Lease #l-1465 for the Black Mountain Radio Site. The amendment allows for the lease agreement to be extended until August 31, 2037. The annual rent will increase at a rate of 3% per year during the renewal period, rounded to the nearest dollar, pursuant to the rent schedule in the agreement.

Action:

Approve and authorize the Sheriff to sign amendment no. one to agreement between Plumas County Sheriff's Office and State of California Department of General Services/California Highway Patrol; effective September 1, 2024; not to exceed $8,036.00/year total for the first year; (General Fund Impact) as approved in FY 24/25 recommended budget Sheriff's Office 70330 account 523804 (Radio Equip Rent/Lease); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY 24/25 recommended budget Sheriff's Office 70330 account 523804 (Radio Equip Rent/Lease)

Attachments:
1. Amendment to Lease # L-1465 Black Mountain
2. Black Mountain Communications Vault Lease #L-1465

AGENCY: California Highway Patrol (CHP)	Project ID No:	6835
	Lease File No.:	L-1465
	Amendment No.:	One (1)

AMENDMENT TO LEASE

This Amendment to Lease, dated for reference purposes only, September 1, 2024, 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", Plumas County Sheriff's Office, a municipal corporation, hereinafter referred to as "Lessee". State and Lessee may be referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, State and Lessee hereto entered into that certain Lease Agreement dated June 26, 2012, (the "Lease") covering certain premises located at Black Mountain Radio Site, County of Lassen, State of California; and

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the State not exceeding five (5) 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 Lassen, State of California, commonly referred to as Black Mountain Radio Site, under a Communication Use Lease from the U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which terminates December 31, 2053; and

WHEREAS, State and Lessee hereto desire to amend said lease to: (1) revise the Property Description, (2) extend the Lease Term, (3) revise the Lease Payments, and (4) add in Section 3, Clause 39, "Executive Order N-6-22 – Russia Sanctions" language.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed to between the parties as follows, effective September 1, 2024:

1. Section 1, Clause 1 "PROPERTY DESCRIPTION" is deleted in its entirety and replaced and restated with the following:

   State does hereby lease to Lessee, and Lessee does hereby hire from State an area of the CHP owned vault for approximately four (4) square feet for one (1) telecommunication vault rack holding a Motorola Quantar VHF repeater, duplexer, two (2) Trango Giga Plus microwave IDUs, an Extreme Networks network switch, a Motorola MLC8000 (ROiP device); battery bank; and on the CHP owned tower for one (1) VHF Yagi antenna, one (1) 3' Radio Waves microwave antenna; and one (1) 6' Radio Waves microwave antenna identified on the Exhibit A-1, attached hereto.

   The subject property is a communications facility located in the County of Lassen, State of California, located within a portion of the SW1/4 SW1/4 Sec. 8, T. 26 N., R. 15 E., Mt. Diablo Meridian in the Plumas National Forest, further identified within coordinates of latitude 40°7'0.5"N and longitude 120°19'4.5"W.

2. Section 1, Clause 3 “TERM” is deleted in its entirety and replaced and restated with the following:

(a) The initial term of this Lease shall be five (5) years commencing on September 1, 2012 and terminating on August 31, 2017. Lessee shall have four (4) successive options of five (5) years each to extend the Term of the License, with such rights of termination as may be hereinafter expressly set forth.

(b) Unless Lessee gives written notice by within sixty (60) days 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 August 31, 2037.

(c) All other provisions of the License shall remain the same unless either Party notifies the other in writing sixty (60) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

3. Section 1, Clause 4 “LEASE PAYMENTS” is deleted in its amended and replaced with the following:

Lessee shall make rental payments for the Premises to the State, annually in advance within ten (10) days of each September 1st as identified in the rent schedule below:

Start Date		End Date	Payment/Yr
Second Term			
September 1, 2024	to	August 31, 2025	$8,036.00
September 1, 2025	to	August 31, 2026	$8,277.00
September 1, 2026	to	August 31, 2027	$8,525.00
Third Option			
September 1, 2027	to	August 31, 2028	$8,781.00
September 1, 2028	to	August 31, 2029	$9,045.00
September 1, 2029	to	August 31, 2030	$9,316.00
September 1, 2030	to	August 31, 2031	$9,595.00
September 1, 2031	to	August 31, 2032	$9,883.00
Fourth Option			
September 1, 2032	to	August 31, 2033	$10,180.00
September 1, 2033	to	August 31, 2034	$10,485.00
September 1, 2034	to	August 31, 2035	$10,800.00
September 1, 2035	to	August 31, 2036	$11,124.00
September 1, 2036	to	August 31, 2037	$11,457.00

Pursuant to Section 1, Clause 3 (Term) above, this Lease provides for four (4) successive five (5) year option to extend the term of the Lease.

Should Lessee exercise its option to extend the term of this Lease, the annual rent for each such renewal option period may be reevaluated at the current market rate pursuant to the telecom Lease rate guidelines. Absent notification from the State and subsequent market rate increase, rents will continue pursuant to the rent schedule above.

Rent Payments shall be made payable to:

California Highway Patrol
Accounts Receivables (L-1465)
P. O. Box 942898
Sacramento, CA 94298-0001

Lessee 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 Lessee.

4. Section 3, Clause 39, “EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS” is added to the Lease as follows:

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,

Except as amended herein, all the terms of said lease hereinabove referred to shall remain unchanged and in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The persons who have executed this Amendment No. One (1) represent and warrant that they are duly authorized to execute this Amendment No. One (1) in their individual or representative capacity as indicated. This Amendment No. One (1) may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this Amendment No. One (1) has been executed by the parties and is effective upon the date identified on page 1 (the "Amendment No. One (1) Effective Date"):

STATE OF CALIFORNIA

APPROVED:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

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

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND DEVELOPMENT

By _____
Kimberley Tsumura,
Sr. Real Estate Officer
State Owned Leasing & Development

LESSEE

PLUMAS COUNTY SHERIFF'S OFFICE
a Municipal Corporation

By _____
Todd Johns, Sheriff

Date: _____

CONSENT:

CALIFORNIA HIGHWAY PATROL

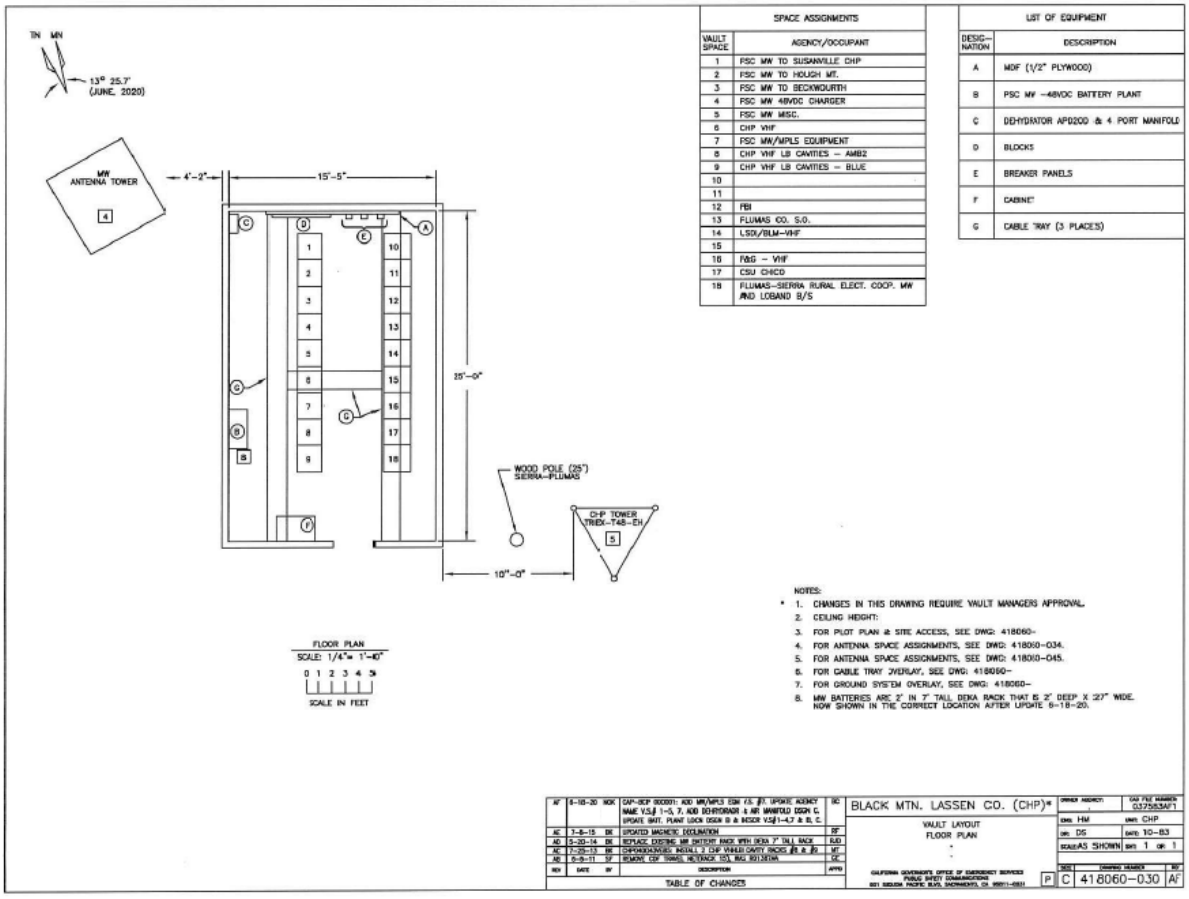
By _____
J.D. Saccani
Assistant Chief
Administrative Services Division

Date: _____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Exhibit A-1
Vault Drawings



SPACE ASSIGNMENTS	
VAULT SPACE	AGENCY/OCCUPANT
1	FSC MW TO SUSANVILLE CHP
2	FSC MW TO HOUGH MT.
3	FSC MW TO BECKWOURTH
4	FSC MW 48VDC CHARGER
5	FSC MW MISC.
6	CHP VHF
7	FSC MW/MPLS EQUIPMENT
8	CHP VHF LB CAVITIES -- AMB2
9	CHP VHF LB CAVITIES -- BLUE
10	
11	
12	FBI
13	FLUMAS CO. S.O.
14	LSDI/BLM-VHF
15	
16	F&G - VHF
17	CSU CHICO
18	FLUMAS-SIERRA RURAL ELECT. COOP. MW AND LOBAND B/S

LIST OF EQUIPMENT	
DESIG-NATION	DESCRIPTION
A	MDF (1/2" PLYWOOD)
B	PSC MW -48VDC BATTERY PLANT
C	DEHYDRATOR AP0200 & 4 PORT MANIFOLD
D	BLOCKS
E	BREAKER PANELS
F	CABINET
G	CABLE TRAY (3 PLACES)

NOTES:
1. CHANGES IN THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL.
2. CEILING HEIGHT:
3. FOR PLOT PLAN & SITE ACCESS, SEE DWG: 418060-
4. FOR ANTENNA SPACE ASSIGNMENTS, SEE DWG: 418060-034.
5. FOR ANTENNA SPACE ASSIGNMENTS, SEE DWG: 418010-045.
6. FOR CABLE TRAY OVERLAY, SEE DWG: 418060-
7. FOR GROUND SYSTEM OVERLAY, SEE DWG: 418060-
8. MW BATTERIES ARE 2' IN 7' TALL DEKA RACK THAT IS 2' DEEP X 27" WIDE. NOW SHOWN IN THE CORRECT LOCATION AFTER UPDATE 6-18-20.

REV	DATE	BY	DESCRIPTION	APPD
AF	6-18-20	MDK	CAP-SCP 000001: ADD MW/MPLS EQM #'S, BY, UPDATE AGENCY NAME V.S.# 1-5, 7, ADD DEHYDRATOR & AIR MANIFOLD DSGN C, UPDATE BATT. PLANT LOCK DSGN B & BREAKER V.S.#1-4,7 & EL C.	RC
AE	7-6-15	BK	UPDATED MAGNETIC DECLINATION	RF
AD	5-20-14	BK	REPLACE EXISTING MW ENTRANT RACK WITH DEKA 7' TALL RACK	RJD
AC	7-20-13	BK	EXPANDED/REVISED INSTALL 2 CHP VHF/LB CAVITY RACKS @# 8 @9	MT
AB	6-9-11	SF	REMOVE CSP TOWER, MICROWAVE TOWER, BIG BOY ANTENNA	DC

TABLE OF CHANGES

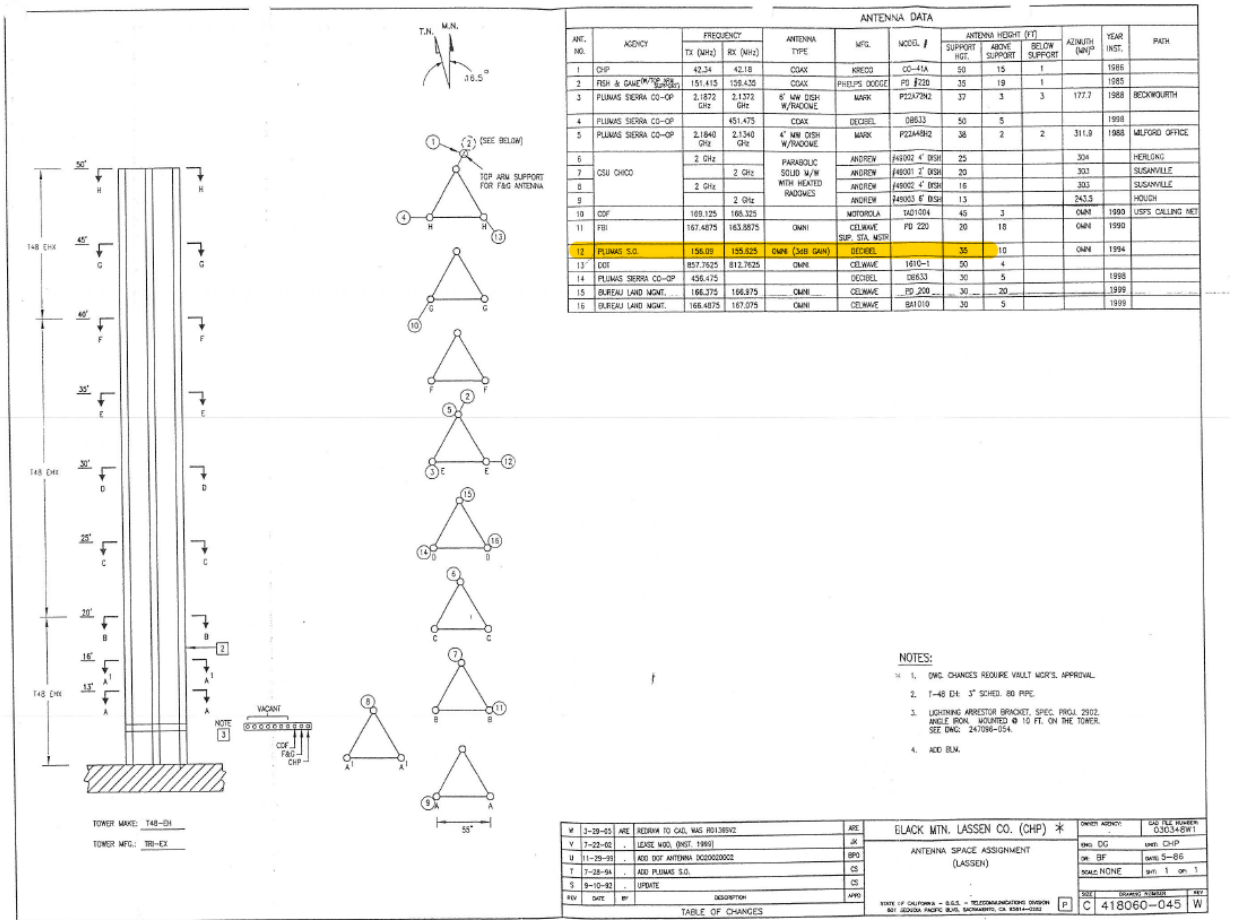
BLACK MTN. LASSEN CO. (CHP)*

VAULT LAYOUT
FLOOR PLAN

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
PUBLIC SAFETY COMMUNICATIONS
3201 SIERRA PACIFIC BLVD, SACRAMENTO, CA. 95811-0811

OWNER AGENCY:	CAD FILE NUMBER: 03750ASAF1
DWG: HM	UNIT: CHP
DR: DS	DATE: 10-83
SCALE: AS SHOWN	SHT: 1 OF: 1
SIZE	DRAWING NUMBER	REV
P C	418060-030	AF

Exhibit A-1
Tower Drawings
Page 2 of 2



ANTENNA DATA

ANT. NO.	AGENCY	FREQUENCY TX (MHz)	FREQUENCY RX (MHz)	ANTENNA TYPE	MFG.	MODEL #	ANTENNA HEIGHT (FT) SUPPORT HGT.	ANTENNA HEIGHT (FT) ABOVE SUPPORT	ANTENNA HEIGHT (FT) BELOW SUPPORT	AZIMUTH (MN)°	YEAR INST.	PATH
1	CHP	42.34	42.18	COAX	KRECO	CO-41A	59	15	1		1986	
2	FISH & GAME (W/TOP MW REFLECT)	151.415	159.435	COAX	PHILIPS DODGE	PD 9220	35	19	1		1985	
3	PLUMAS SIERRA CO-OP	2.1872 GHz	2.1372 GHz	6' MW DISH W/RADOME	MARK	P22472M2	37	3	3	177.7	1988	BECKWOURTH
4	PLUMAS SIERRA CO-OP		451.475	COAX	DECIBEL	DB633	50	5			1998	
5	PLUMAS SIERRA CO-OP	2.1840 GHz	2.1340 GHz	4' MW DISH W/RADOME	MARK	P22A48M2	38	2	2	311.0	1988	MILFORD OFFICE
6	CSU CHICO	2 GHz		PARABOLIC SOLID W/W WITH HEATED RADOMES	ANDREW	#49002 4' DISH	25			304		HERLONG
7			2 GHz		ANDREW	#49001 2' DISH	20			303		SUSANVILLE
8		2 GHz			ANDREW	#49002 4' DISH	16			303		SUSANVILLE
9			2 GHz		ANDREW	#49003 6' DISH	13			243.3		HOUGH
10	CDF	169.125	165.325		MOTOROLA	TAD1004	40	3		OMNI	1999	USFS CALLING NET
11	FBI	167.4875	163.8875	OMNI	CELWAVE SUP. STA. MSTR	PD 220	20	18		OMNI	1999	
12	PLUMAS S.D.	156.09	155.625	OMNI (3dB GAIN)	DECIBEL		35	10		OMNI	1994	
13	DOT	857.7625	812.7625	OMNI	CELWAVE	1610-1	50	4				
14	PLUMAS SIERRA CO-OP	456.475			DECIBEL	DB633	30	5			1998	
15	BUREAU LAND MGMT.	166.375	166.975	OMNI	CELWAVE	PD 200	30	20			1999	
16	BUREAU LAND MGMT.	166.4875	167.075	OMNI	CELWAVE	BA1010	30	5			1999	

NOTES:

1. DWG. CHANGES REQUIRE VAULT MGR'S. APPROVAL.
2. T-48 EH: 3" SCHED. 80 PIPE.
3. LIGHTNING ARRESTOR BRACKET, SPEC. PROJ. 2902. ANGLE IRON. MOUNTED @ 10 FT. ON THE TOWER. SEE DWG. 247096-054.
4. ADD BLW.

REV	DATE	BY	DESCRIPTION
W	3-29-05	ARE	REDRAW TO CAD, WAS R013699V2
V	7-22-02	.	LEASE MOD, (INST. 1999)
U	11-29-99	.	ADD DOT ANTENNA DO20020002
T	7-28-94	.	ADD PLUMAS S.D.
S	9-10-92	.	UPDATE

TABLE OF CHANGES

BLACK MTN. LASSEN CO. (CHP)

ANTENNA SPACE ASSIGNMENT (LASSEN)

STATE OF CALIFORNIA — D.G.S. — TELECOMMUNICATIONS DIVISION 601 GEORGIA PACIFIC BLVD, SACRAMENTO, CA 95811-0282

OWNER AGENCY: CAD FILE NUMBER: 030348W1
ENG. DG UNIT: CHP
DR. BF DATE: 5-86
SCALE: NONE SHT: 1 OF 1
SIZE C | DRAWING NUMBER 418060-045 | REV W

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

Location of Leased Premises
BLACK MOUNTAIN RADIO SITE LASSEN COUNTY, CALIFORNIA
Agency
CALIFORNIA HIGHWAY PATROL

COMMUNICATIONS VAULT LEASE

Lease No.: **L-1465**

Lessee: PLUMAS COUNTY SHERIFF'S OFFICE

THIS LEASE, dated for reference purposes only, this 26TH day of June 2012, is made by and between the STATE OF CALIFORNIA, acting by and through the DIRECTOR OF THE DEPARTMENT OF GENERAL SERVICES (DGS) with the consent of THE DEPARTMENT CALIFORNIA HIGHWAY PATROL (CHP), hereinafter collectively referred to as STATE, and the PLUMAS COUNTY SHERIFF'S OFFICE (PCSO) , hereinafter referred to as LESSEE.

RECITALS

WHEREAS, pursuant to Section 14671 of the Government Code, the Director of DGS may lease real property owned by the STATE OF CALIFORNIA for radio or television purposes, with the consent of the State agency concerned, where such letting is deemed to be in the best interests of the state; and

WHEREAS, CALIFORNIA HIGHWAY PATROL has under its jurisdiction certain real property in the COUNTY OF LASSEN, STATE OF CALIFORNIA commonly referred to as the BLACK MOUNTAIN RADIO SITE, hereinafter referred to as "BLACK MOUNTAIN"; and

WHEREAS, LESSEE has occupied the designated area since September 1, 1994 under Lease L-1465 which expired on August 31, 2004 and

WHEREAS, LESSEE has leased space at "BLACK MOUNTAIN" from STATE for operation and maintenances of state approved radio communications equipment pursuant to Lease L-1465 which expired on August 31, 2004, and has continued in hold over; and

WHEREAS, LESSEE desires to enter into another lease to continue to operate and maintain state authorized communications equipment only at "BLACK MOUNTAIN" for purposes described herein from the STATE; and

WHEREAS, it is in the best interests of the STATE that such a lease be consummated between the STATE and LESSEE on the terms and conditions herein contained.

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

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

SECTION 1 –SITE SPECIFIC PROVISIONS

PROPERTY DESCRIPTION

1. STATE does hereby lease to LESSEE and LESSEE does hereby hire from STATE an area of approximately four (4) square feet for one (1) telecommunication vault rack, and (1) antenna assignment, including commercial and emergency power collectively referred to as "Premises". The subject property is located at the BLACK MOUNTAIN Radio Site, a state-owned communications facility in the COUNTY OF LASSEN, STATE OF CALIFORNIA, described below:

A portion of the SE ¼ of the SW ¼, of Section 8, T26N, R15E, MDM.

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 as described in LESSEE's "Radio Vault Space Application" (State Form TD-311) dated May 7, 2012.

(b) LESSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE or its political subdivisions located within the STATE's communications facility.

TERM

3. The initial term of this Lease shall be for (5) five years, commencing on September 1, 2012 and terminating on August 31, 2017, with LESSEE having two (2) successive automatic options to extend said term for two additional (5) year periods, starting on September 1, 2017 through August 31, 2022, (first extension term) with the concluding extension term commencing on September 1, 2022 and concluding on August 31, 2027, with such rights of termination as may be hereinafter expressly set forth herein.

LEASE PAYMENTS

4. Payments are due and payable each 1st day of September, annually in advance during the term of this Lease. The remuneration for the initial term shall be increased upward by 4% per annum. LESSEE's payments shall display State's Lease number L-1465 and shall be payable as follows:

INITIAL TERM	PAYMENT
9-01-2012-8-31-2013	$5,021
9-01-2013-8-31-2014	$5,222
9-01-2014-8-31-2015	$5,431
9-01-2015-8-31-2016	$5,648
9-01-2016-8-31-2017	$5,874

After the expiration of the initial term through August 31, 2017, unless notified otherwise, the lease shall be automatically extended for each of the remaining successive options. The remuneration for the extension periods shall be determined by the State of California Telecommunication Guidelines at the expiration of each extension lease term.

SECTION 1 –SITE SPECIFIC PROVISIONS

LEASE PAYMENTS CONT.

Payment shall be made to the agency listed below whether or not the STATE issues invoices to LESSEE, made payable to:

CALIFORNIA HIGHWAY PATROL
Attn: Accounts Receivable
P.O. Box 942898
Sacramento, CA 94298-0001

UTILITIES

5. STATE makes no guarantee as to the reliability of the electrical services. STATE shall supply the following:

(a) Electrical power from standard electrical service, and
(b) Emergency standby power from STATE's on-site generator during any interruptions to the standard 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.

EARLY TERMINATION

6. The parties hereto agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party, sixty (60) days prior to the date when such termination shall become effective. If LESSEE fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on the actual number of days the LESSEE occupies the Premises following the effective date of termination.

HOLDING OVER & LEASE RENEWAL

7. Notwithstanding Clause 3 "Term", any other holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease shall constitute a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject, at the STATE's sole discretion, to market rent increases, payable monthly in advance. Absent a market rent increase notice, holdover rent shall automatically increase at a rate of 5% annually. Holdover rent, and annual rent increases thereof, shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE.

NOTICES

8. (a) All notices or other communications required or permitted hereunder shall be in writing with Lease number **L-1465** prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.

NOTICES CONT.

9. All such notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (2) if mailed as provided above, on the date of receipt or rejection, or (3) when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

SECTION 1 –SITE SPECIFIC PROVISIONS

TO STATE: Department of General Services

Department of General Services
Real Estate Services Division
SOLD **(L-1104A)**
P.O. Box 989052
West Sacramento, CA 95798-9052

Department of General Services
Real Estate Services Division
SOLD **(L-1104A)**
707-3rd Street, Fifth Floor
West Sacramento, CA 95605

TO CHP: California Highway Patrol
Attn: Telecommunications Section
P.O. Box 942898
Sacramento, CA 94298-0001

TO LESSEE: Plumas County Sheriff's Office
Attn: Communications Coordinator
1400 E. Main Street
Quincy, CA 95971
(530) 283-6275

(b) Notice of change of address or telephone number shall be given by written notice in the manner described in this Paragraph. LESSEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice.

SEPARATE COUNTER-PARTS

10. This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

End of Section 1

SECTION 2 –TELECOM SPECIFIC PROVISIONS

1. **HVAC LOAD.** State communication vaults are properly sized to at a minimum accommodate the heat load generated by all State equipment. If in the future the HVAC is found to be inadequate to provide sufficient cooling due to added heat load from non-State tenants/applicants, the replacement cost and associated electrical upgrade to HVAC shall be prorated among all non-State tenants based on an analysis of heat load generated by each tenant.

2. **ROAD ACCESS AND FEES.** STATE hereby makes no representation regarding ingress and egress rights via the access road that serves the Premises. LESSEE agrees to the following terms and conditions regarding the use of said access road:

   (a) LESSEE shall exercise its right personally or through its authorized agents, employees, contractors, or servants whenever it is necessary.

   (b) LESSEE shall use said road at its sole risk 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, LESSEE 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.

   (c) LESSEE agrees to pay, within 30 days of notice, its proportionate share of any road access fee that may be assessed upon the STATE by the owner of the road.

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

4. **CHANGE IN EQUIPMENT.** LESSEE shall not cause or permit any change of any equipment installed by LESSEE in the Premises, including power outputs or changes in the use of the frequencies described in the Exhibits herein attached, except upon making a written request to STATE for each such transaction and the obtaining of STATE's prior written consent. Such consent is subject to fees described in the "Lease Modification Fees" Item 2 of the Standard Provisions in Section 3 *and/or* the "Technical Analysis Fee" Item 5 below.

5. **TECHNICAL ANALYSIS FEES.** Any change in LESSEE's approved communication equipment requires technical approval from DGS Telecommunications Division (DGS-TD) consistent with the "Elimination of Interference" Paragraph 15 of this Section 2. To initiate approval for a change of equipment, LESSEE must first contact CALFIRE to obtain a current TD-312 application form. The LESSEE must comply with the terms of the TD-312 including payment of all fees described in the application (technical analysis and associated lease modifications).

6. **ELECTRONIC EQUIPMENT STANDARDS.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If LESSEE was in occupation under a previous Lease, LESSEE shall have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. LESSEE shall display on each piece of equipment the appropriate license from the federal regulatory agency.

7. **ELIMINATION OF INTERFERENCE.**

   (a) In the event LESSEE's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any tenant at the STATE's facility, LESSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation. In the event of LESSEE's inability or refusal to immediately cease such interference, STATE may at its option, immediately terminate this Lease and evict LESSEE.

   (b) Any interference and compatibility testing required hereunder for radio interference with other equipment at the STATE's facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of LESSEE by a qualified technical person representing LESSEE and a representative designated by STATE. If the test is satisfactory to both the technical person and the STATE representative, a certification of such test signed by both the technical person and the STATE representative will be forwarded to STATE at locations indicated in "Notices" Paragraph hereof. All costs incurred by the STATE to conduct compatibility testing will be reimbursed to the STATE by LESSEE within thirty (30) days of the receipt of a bill from the STATE. Should payment not be received, STATE may at its option, immediately terminate this Lease and evict the LESSEE.

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

8. **WORKMANSHIP STANDARDS.** The installation and maintenance of the electronic equipment of LESSEE 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 the STATE, and be satisfactory to STATE.

9. **RE-ALLOCATION OF SPACE.** STATE will have the right at any time upon giving notice thereof to re-assign or re-allocate the amount or location of space for communications equipment for the use of LESSEE, STATE or anyone claiming under it. In the event that a space re-allocation is made, LESSEE shall, within sixty (60) days of receipt of notice thereof, remove or relocate its equipment in conformity with said re-allocation.

10. **DISPOSITION OF LESSEE'S PERSONAL PROPERTY.**

    (a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LESSEE's tenancy.

    (b) Should LESSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Lease, STATE may do so at the risk of LESSEE. Upon written demand by STATE, LESSEE shall immediately pay all costs and expenses of the removal of LESSEE's personal property and equipment.

SECTION 2 –TELECOM SPECIFIC PROVISIONS

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

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

End of Section 2

SECTION 3 – STANDARD PROVISIONS

1. **PERMITS AND APPROVALS.** The parties agree that LESSEE's ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. STATE will cooperate with LESSEE at no expense to STATE, in LESSEE's effort to obtain such approvals in connection with said permits, licenses or other approvals

2. **LEASE MODIFICATION FEES.** An administration/technical review fee shall be assessed for any action originated by LESSEE requiring lease administration or technical review staff work by STATE, such as but not limited to, name changes, assignments of Lease or changes in equipment which result in an amendment to, or assignment of this Lease. To initiate such services, LESSEE must submit a written request to DGS. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. LESSEE will be required to remit the administration/technical review fee to the DGS address listed in the "Notices" Paragraph of this Lease. If the request is found to be complex and/or requires non-standard handling for administrative services, the transaction will be billed at the DGS current hourly rate for the actual additional hours required to complete the requested administrative/technical review services.

3. **DEFAULT.** LESSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of LESSEE 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 LESSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LESSEE of such default, this Lease may, at the STATE's sole discretion, be terminated. In the event of termination of this Lease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LESSEE's expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this Lease pursuant to this Paragraph, the STATE shall not be required to pay LESSEE any sum or sums whatsoever.

4. **INTEREST ON PAST DUE OBLIGATIONS.** STATE may charge interest, for any amount due to STATE but not paid when due, at a rate equal to the annual maximum rate allowable by law from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LESSEE under the "Default" Paragraph herein.

5. **COMPLIANCE WITH LAWS.** LESSEE shall at its sole cost and expense comply with all the 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 Lease.

6. **FAILURE TO PERFORM.** In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, STATE will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

7. **ASSIGNMENT, SUBLETTING & CHANGE IN USE.** LESSEE shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the Lease by LESSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LESSEE, its partner or principal) this Lease, and shall not sublet, license, permit or suffer any use of the Premises or any part thereof, or lease space in any building or tower constructed on the land, or provide communications equipment for the use of others without first obtaining the written consent of the STATE, which consent is at the sole discretion of the STATE.

8. **RIGHTS RESERVED BY STATE.**

   (a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSEE) 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 LESSEE.

   (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.

9. **PROHIBITED USES.** LESSEE 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 LESSEE is permitted at the Premises. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by STATE. LESSEE agrees that it shall at all times exercise due diligence in the protection of the Premises and the STATE's property against damage or destruction by fire or other cause.

10. **FIRE AND CASUALTY DAMAGES.** STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE 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.

11. **ACTS OF NATURE.** If any of LESSEE's improvements or equipment are destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, that occupies no more physical space and that consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.

12. **HAZARDOUS WASTE.** LESSEE agrees that it shall comply with all laws, either Federal, State, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

    (a) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a

SECTION 3 – STANDARD PROVISIONS

result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority, LESSEE 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.

(c) In the event a government order is issued naming the LESSEE, or the LESSEE incurs any liability during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE's obligations and occupancy under this Lease or which were not caused by the LESSEE, STATE will hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and STATE for all efforts and expenses therefore.

13. **CONDITION OF PREMISES.**

(a) LESSEE is aware of the current condition of the Premises and accepts the Premises in "as is" condition. LESSEE 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 Lease, 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 God, excepted.

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

14. **VACATING THE PREMISES.** LESSEE shall, on the last day of said term or sooner termination of this Lease, 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.

15. **RECOVERY OF LEGAL FEES.** If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE will prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

16. **TAXES AND ASSESSMENTS.** LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

17. **NON-DISCRIMINATION.**

(a) In the performance of this Lease, the LESSEE 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, or use of family care leave. LESSEE shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(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) LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code 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 Government Code 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 Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

(d) Remedies for willful violations:

(1) The 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 LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) The STATE will have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the LESSEE.

18. **INSURANCE.**

LESSEE shall furnish STATE a certificate of insurance with STATE's Lease Number (L-1585) indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability with limits of not less than $1,000,000 aggregate for bodily injury and property damage liability combined. 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. This insurance shall apply separately to each insured against whom claim is

SECTION 3 – STANDARD PROVISIONS

made or suit is brought subject to the LESSEE's limit of liability.

The policy must include State of California, Department of General Services, LESSEE, and their officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Lease are concerned.

AUTOMOBILE LIABILITY

LESSEE 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 insured with respect to liability arising out of all vehicles owned, hired and non-owned.

WORKERS' COMPENSATION

LESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, 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.

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

b. LESSEE shall provide STATE with a true copy of the policy in place providing coverage for General Liability, within thirty (30) days after each insurance policy renewal.

c. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by the 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.

d. Insurance policies shall contain a provision that coverage will not be cancelled without thirty (30) days prior written notice to the STATE.

e. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

f. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

h. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE 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.

19. **HOLD HARMLESS INDEMNIFICATION.** This Lease 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 LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by LESSEE, except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify, and save harmless the STATE of California from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

20. **LOSSES.** STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

21. **DEBT LIABILITY DISCLAIMER.** The 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 the LESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE 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 the LESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE. The STATE has no obligation to defend or undertake the defense on behalf of the LESSEE or its heirs, successors or assigns. LESSEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings 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 the LESSEE, its employees, agents, servants, invitees, guests, or anyone acting in concert with or on behalf of the LESSEE.

22. **RELOCATION PAYMENTS.**

(a) In the event that STATE terminates this Lease pursuant to it terms, LESSEE acknowledges and agrees that it has no claim against the 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. LESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

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

23. **SMOKING RESTRICTIONS.** Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

SECTION 3 – STANDARD PROVISIONS

24. **RECORDING.** LESSEE shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.

25. **AUTHORITY TO CONTRACT.**

(a) If LESSEE is a public, private or non-profit corporation, each individual executing this Lease on behalf of said LESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this Lease on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

(b) LESSEE shall, concurrently with the Execution of this Lease, deliver to the STATE at the address for the Department of General Services shown in the "Notice" Paragraph of this Lease, either a copy of the board's bylaws or a certified copy of the resolution of the Board of Directors authorizing or ratifying the execution of this Lease.

(c) In addition prior to the execution of this Lease, LESSEE shall provide STATE with a copy of LESSEE's current bylaws and corporate filing status as filed with the California Secretary of State.

26. **PARTNERSHIP DISCLAIMER.** LESSEE 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.

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

28. **BANKRUPTCY.** In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Default" Paragraph hereof shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

29. **AMENDMENTS AND MODIFICATIONS.** No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

30. **MUTUAL CONSENT.** Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

31. **FORCE MAJEURE.** If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) 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 LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.

32. **WAIVER.** If the STATE waives the performance of any term, covenant or condition contained in this Lease, 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 Lease for any length of time shall not be deemed to waive or decrease STATE's right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.

33. **ENTIRE AGREEMENT.** This Lease and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

34. **PARAGRAPH HEADINGS.** 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 Lease.

35. **SEVERABILITY.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

36. **SUPERSEDURE.** This Lease supersedes and voids any prior license, lease or agreement between the STATE and the LESSEE identified in this Lease with regards to the Premises.

37. **BINDING.** The terms of this Lease 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.

38. **ESSENCE OF TIME.** Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3

This Lease, together with its exhibits, contains all the agreements of the parties hereto and supersedes any prior Lease or negotiations. There have been no representations by the STATE or understandings made between the STATE or LESSEE other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

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

STATE OF CALIFORNIA

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____

TONY PSIHOPAIDAS, Assistant Chief
State Owned Leasing & Development

1/8/13
Date Executed

LESSEE

PLUMAS COUNTY SHERIFF'S OFFICE

By: _____

AUTHORIZED SIGNATORY

Title: SHERIFF

Approved as to form:

_____ 11/13/12
COUNTY COUNSEL, Deputy

Consent of
DEPARTMENT CALIFORNIA HIGHWAY PATROL

By: _____

E. K. KNUDSEN, Chief
Commander
Administrative Services Division
California Highway Patrol

Recommended for Approval
DEPARTMENT OF GENERAL SERVICES

MARK MCGUIRE
REAL ESTATE OFFICER

By: _____

AUTHORIZED REPRESENTATIVE

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Core Pyschological Corporation, to administer pre-employment psychological testing to job applicants to the Sheriff's Office; effective March 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget 70330 / 521107 (SHERIFF / PRE-EMPLOYMENT COSTS); 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 Core Pyschological Corporation, to administer pre-employment psychological testing to job applicants to the Sheriff's Office; effective March 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget 70330 / 521107 (SHERIFF / PRE-EMPLOYMENT COSTS); approved as to form by County Counsel.

Background and Discussion:

Contract to administer pre -employment psychological testing to job applicants to the Plumas County Sheriff's Office on an as-needed basis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Core Pyschological Corporation, to administer pre-employment psychological testing to job applicants to the Sheriff's Office; effective March 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget 70330 / 521107 (SHERIFF / PRE-EMPLOYMENT COSTS); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget 70330 / 521107 (SHERIFF / PRE-EMPLOYMENT COSTS)

Attachments:

1. Core Pyschological Corp 2025 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 Core Psychological Corporation, 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 and 00/100 Dollars ($9,999.00).

3. Term. The term of this agreement shall be from March 1, 2025, through February 28, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 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.

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Attention: Sarah Novak

Contractor:

Core Psychological Corporation
2377 Gold Meadow Way, Suite 100
Gold River, CA 95670
Attention: Kristina L. Reynoso, Ph.D/President

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:

Core Psychological Corporation, a California Corporation

By:_____
Name: Kristina L. Reynoso, Ph.D
Title: President & CFO
Date signed:

By:_____
Name: Shahram Ardalan
Title: Secretary & CEO
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

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall administer pre-employment psychological testing to job applicants to the Plumas County Sheriff's Office on an as-needed basis upon request of the County. Such testing shall be in accordance with the following guidelines:

1. Initial Information

    a. Information about duties, powers, demands, working conditions, and other job-analytic information relevant to the intended position should be obtained by the Consultant before beginning the evaluation process. This information should be directed toward identifying behaviors and attributes that underline effective and counterproductive job performance.

    b. Where applicable, the Contractor should consult with the County to establish selection criteria and the agency's level of acceptable risk for problematic behaviors.

2. Disclosures to Applicants

    a. Prior to the administration of any psychological instruments and interview, the Contractor should disclose information to the applicant that includes (1) the nature and objectives of the evaluation, (2) the intended recipients, (3) that the County is the client, (4) the probable uses of the evaluation and the information obtained, (5) who will have access to the information, and (6) the limits of confidentiality.

    b. The disclosure should be documented in writing and signed by the applicant.

3. Testing Procedures

    a. The first step in the testing process shall be the completion of a personal history questionnaire based upon responses from the applicant.

    b. Upon completion of the personal history questionnaire, the Minnesota Multiphasic Personality Inventory-2-RF written test (the "MMPI-2-RF") shall be administered to the applicant. Test results should be available to the Consultant before the interview is conducted. The MMPI-2-RF should be administered, scored, and interpreted according to the publisher's recommendations and consistent with established test administration standards. The Contractor retains responsibility to verify and interpret all psychological test results.

    c. The Contractor should make provisions for the security and confidentiality of all testing materials (e.g. test booklets/items) including materials presented electronically. Provisions should also be made for the security of, access to, and

retention of the psychological reports and raw data, including information stored or transmitted electronically.

d. Individual, face-to-face interviews with applicants shall be conducted before a final determination of the applicant's psychological suitability is made. Interviews should allow for sufficient time to cover appropriate background, test results verification, and clinical assessment.

4. Reports

a. The Contractor shall provide the County with a written report of the Contractor's evaluation. The report should contain, at a minimum, a clear determination of the applicant's psychological suitability for employment based upon an analysis of all psychological assessment material, including background information, test data, and interview results.

b. Where applicable, the Contractor shall also provide to the County a certification that the applicant meets the mandates for psychological fitness under the California Penal Code, the Police Officer Standards and Trainings (P.O.S.T.) Guidelines, and any other guidelines identified by the County prior to the evaluation.

c. The written report (and, if applicable, the certification) provided to the County should be securely maintained in accordance with applicable regulations.

d. Contractor shall also provide fitness for duty evaluation and critical incident stress management/consultation services for the Plumas County Sheriff's Office on an as-needed basis upon request of the County.

EXHIBIT B

Fee Schedule

See attached.

EXHIBIT B

CORE
PSYCHOLOGICAL CORPORATION

Fee Schedule 2025
Pre-Employment Psychological Evaluations

- Psychological screening evaluations conducted in full alignment with HIPAA, GINA, ADA, FEHA, and other applicable legal standards and regulations.
- Service includes:
    - Review of all agency-provided background investigation (BI) data. ○ Administration, scoring, and interpretation of all psychological tests.
    - Completion of all psychological interviews. ○ Review of relevant and obtainable medical and psychological records. ○ Completion of all written reports.
    - Rapid submission of final reports via a secure server that employs military-grade encryption in full alignment with HIPAA regulations.
- Includes provision of pre-evaluation paperwork for applicants (general information and mental health records request form).
- Scheduling may be completed easily on the CPC website: corepsychcorp.com, by phone or email if preferred, and is coordinated by our V.P. of Operations (info@corepsychcorp.com), 1-844-267-3426, ext.0).
- Pre-employment screening verbal reports: Available **same day**.
- Pre-Employment screening written reports: typically available **within 24 hours** (unless delayed pending receipt of medical records).
- Investment: $500 per evaluation (all-inclusive)

T: +1 844.267.3426, ext.0
E: info@corepsychcorp.com

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PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and RSH Inc., dba Curran Tire Center, to provide general automotive repairs and services on an as-needed basis; effective April 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and RSH Inc., dba Curran Tire Center, to provide general automotive repairs and services on an as-needed basis; effective April 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Background and Discussion:
Contract to provide the Sheriff's Office with general automotive repairs and services on an as-needed basis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and RSH Inc., dba Curran Tire Center, to provide general automotive repairs and services on an as-needed basis; effective April 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in recommended FY24/25 budget (various budgets)

Attachments:
1. Curran Tire Center 2025 FINAL

#PCSO00025

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 RSH INC, a California corporation, dba Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars ($20,000.00).

3. Term. The term of this agreement shall be from April 1, 2025, through March 31, 2026, unless terminated earlier as provided herein.

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

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

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

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: Carrie Curran

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

RHS, Inc.
dba Horton Tire Center

By:_____
Name: Chris Curran
Title: CEO
Date signed:

By:_____
Name: Taylor Curran
Title: 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
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:

    a. Lube, oil, and filter changers (LOF)

    b. Sale and installation of new tires

    c. Tire rotation

    d. Mounting and balancing of tires

    e. Vehicle alignment

    f. Brakes and shocks repair and replacement

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

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of $135.00 per hour.

2. Prices for tires quoted prior to installation.

3. Alignments shall be charged at a maximum of $135.00 per vehicle.

4. LOF changes with inspection shall be charged up to $70.00 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.

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

6. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contactor shall invoice County monthly based on the total of all services performed by Contactor under this Agreement which have been completed to County's sole satisfaction.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment No.1 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2025; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign amendment No.1 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2025; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Plumas County Sheriff's Office and Smith & Newell entered into a written agreement dated May 15, 2024, in which Smith & Newell agreed to conduct the audit for the new jail project that is required by BSCC. Due to the length of the project, the agreement will need to be amended to extend the term through the end of the year.

Action:

Approve and authorize Chair to sign amendment No.1 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2025; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. Smith & Newell Amendment 2025 FINAL
2. Smith & Newell - Jail Project Audit 24-269 FINAL

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND SMITH & NEWELL

This First Amendment to Agreement ("Amendment") is made on February 27, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and SMITH & NEWELL, a partnership ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and SMITH & NEWELL have entered into a written Agreement dated May 15, 2024, (the "Agreement"), in which SMITH & NEWELL agreed to conduct the required BSCC audit for Plumas County's Jail Construction Project.

    b. Because of the length of the project, the parties desire to extend the term of the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Paragraph 3 is amended to read as follows:

    > Term. The term of this agreement shall be from May 15, 2024, 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 May 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 15, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Smith & Newell, a partnership

By:_____
Name: Norman Newell
Title: Partner
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

#PCSO00193

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 Smith & Newell, a partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars ($20,000.00).

3. Term. The term of this agreement shall be from May 15, 2024, through May 15, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Roni Towery

Contractor:

Smith & Newell
950 Tharp Road, Suite 502
Yuba City, CA 95993
Attention: Norman Newell

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:

Smith & Newell, a partnership

By: _____
Name: Norman Newell
Title: Partner
Date signed: 6-4-24

COUNTY:

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

By: _____
Name: Gregory Hagwood
Title: Chair, Board of Supervisors
Date signed: 05·21·2024

ATTEST:

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

EXHIBIT A

Scope of Work

Scope of Services

Conduct required BSCC audit for the County's Jail Construction Project will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

The Statement of Grant Revenue and Expenditures will be prepared for the purpose of complying with the audit requirements, which is a basis of accounting other than accounting principles generally accepted in the United States of America, in order to comply with the Program requirements. Also, the Financial Statements of the County's Jail Construction Project are intended to present only the financial activities of the County's Jail Construction Project funded by the Board of State and Community Corrections and do not purport to, and do not, present the financial position or activities of the County as a whole. Our opinion will not be modified with respect to this matter.

In accordance with Government Auditing Standards we will also issue our report our consideration of the County's internal control over financial reporting for the project and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County's internal control over financial reporting and compliance.

EXHIBIT B

Fee Schedule

	Staff Hourly Rates
Partner	$ 205
Manager	160
Staff Accountants	95
Administrative Assistant	75
Total fee for services not to exceed	$ 20,000

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Alpine Fire Services, Inc., to provide service, maintenance, and sales of fire suppression equipment; effective March 8, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); 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 Alpine Fire Services, Inc., to provide service, maintenance, and sales of fire suppression equipment; effective March 8, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Background and Discussion:
Contract to provide Sheriff's Office with service, maintenance, and sales of fire suppression equipment.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Alpine Fire Services, Inc., to provide service, maintenance, and sales of fire suppression equipment; effective March 8, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget (various budgets)

Attachments:
1. Alpine Fire Services 2025 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 Alpine Fire Services, 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 and 00/100 Dollars ($9,999.00).

3. Term. The term of this agreement shall be from March 8, 2025, through March 7, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 8, 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.

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Alpine Fire Services, Inc.
249 Otter Way
Portola, CA 96122
Attention: Jill Whitney

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:

Alpine Fire Services, Inc., a California Corporation
By:_____
Name: Richard A. Whitney
Title: CEO
Date signed:

By:_____
Name: Jill C. Whitney
Title: CFO
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: _____
Allen Hiskey, Clerk of the Board

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide to County service, maintenance, and sales of fire suppression equipment, upon request of the County. This shall include:

    a. Service to fire extinguishers in the buildings, grounds, and vehicles as requested and authorized by the County.

    b. Semi-annual service of kitchen systems as identified by the County.

    c. Emergency calls for used or damaged extinguishers or systems.

    d. Any other fire-related services offered by Contractor, upon request of the County.

2. Contractor shall provide a written estimate to County Prior to performing any service under this agreement. County shall have the right to decline the service after receiving the estimate and prior to the service being performed.

3. Services shall be performed on such dates and times as mutually agreed upon by Contractor and County.

EXHIBIT B

Fee Schedule

See Attached.

EXHIBIT B



ALPINE FIRE SERVICES, INC.
PRICE LIST
UP-DATED FEBRUARY 22ND 2024
ALL PRICES ARE SUBJECT TO CHANGE

PLUMAS COUNTY SHERIFF'S OFFICE PRICE QUOTE

NEW DRY CHEMICAL EXTINGUISHERS

ABC SIZE	RATING	YOUR PRICE	AMEREX LIST PRICE	
2.5	1A10BC	$	$	*CALL FOR PRICING*
5.0	2A10BC	$	$	*CALL FOR PRICING*
10	4A60BC	$	$	*CALL FOR PRICING*

EXTINGUISHER SERVICE

BASIC ANNUAL SERVICE	$18.50 EACH
6 YEAR MAINTAINANCE	$ 8.50 EACH
CLASS K-EXT SERVICE	$18.50 EACH
CO2 & HALON SERVICE	$18.50 EACH

ANY MAINTIANCE OR FILLS ARE TBA AT MARKET PRICE WE WILL ADVISE.

KITCHEN SYSTEM SERVICE

3-GALLON TANK SYSTEM	$105.00/6MO
FUSIBLE LINKS	$22.50 TO $26.50 DEPENDING ON TEMP RATING

NOTE: This pricing is good for the work done throughout the year. The annual service for the Sheriff's Office and Jail buildings is in line with pricing for the rest of the County and is at considerable discount due to the size of the job. Any questions you have please call me directly on my cell (530) 258-1590.

Richard Whitney

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign Amendment No. 1 between Plumas County Public Works and Plumas Sanitation, Inc., to increase the total compensation to $57,600; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.**

Recommendation:

The Director of Public Works respectfully recommend that the Board of Supervisors authorize the Chair of the Board to sign the attached contract amendment between Public Works and Plumas Sanitation, not to exceed $57,600.

Background and Discussion:

During the Winter of 2024, Plumas County entered a contract with Plumas Sanitation for on call pumping services at the East Quincy Transfer Station. This original contract was created to allow for Plumas Sanitation to pump 20 truckloads of storm water from the East Quincy transfer station over a period of two years. During the Winter of 2025, an unusually high amount of precipitation caused the contract to meet the 20-load limit.

The existing truck bay has a leach field intended to drain stormwater. The leach field appears to be partially plugged from years of use and can now only handle minor storm events. The Public Works crew cleaned the grate inlets during the Fall of 2024, although this appears to have had minimal effect. Public Works staff have requested a proposal from Vestra Resources to design a long term solution to dispose of storm water and prevent required future pumping by Plumas
Sanitation.

Plumas County and Plumas Sanitation Inc. agreed to pursue a contract amendment to increase the total compensation from $28,800 to $57,600 as the current invoices total $33,120. The attached contract amendment has been approved as to form by County Counsel. The source of funding for this contract is the Solid Waste Fund and does not affect the General Fund.

Action:

Approve and authorize Chair to sign Amendment No. 1 between Plumas County Public Works and Plumas Sanitation, Inc., to increase the total compensation to $57,600; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund. Solid Waste funds.

Attachments:

1. Contract with Plumas Sanitation
2. Plumas Sanitation Executed Contract

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND PLUMAS SANITATION, INC.

This First Amendment to Agreement ("Amendment") is made on _____, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and PLUMAS SANITATION, INC. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and PLUMAS SANITATION, INC. have entered into a written Agreement dated February 1, 2024, (the "Agreement"), in which PLUMAS SANITATION, INC. agreed to provide water removal services to Plumas County.

    b. Because of unexpected amounts of rainfall, the parties desire to change the Agreement, increasing the total compensation to accommodate the increased precipitation.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Paragraph 2 is amended to read as follows:

    > Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this agreement shall not exceed Fifty-Seven Thousand Six Hundred Dollars ($57,600).

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 1, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Sanitation, Inc. a California Corporation

By:_____
Lance Earl Wehrman
Chief Executive Officer & Secretary
Date signed:

COUNTY:

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

By:_____
Kevin Goss
Chair of the Board of Supervisors
Date signed:

ATTEST

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

Approved as to form:
Craig Settlemire
Counsel

pwsw 24-003

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Public Works** (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 Twenty Eight Thousand Eight Hundred Dollars ($28,800).

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

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

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

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

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

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

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

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

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

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

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

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

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

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

County:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971

Contractor:

Plumas Sanitation
73762 Industrial Way
Portola, CA, 96122
Attention: Lance Earl Wehrman

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:_____
Lance Earl Wehrman
Chief Executive Officer and Secretary
Date signed:

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

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

ATTEST

By:_____
Allen Hiskey
Clerk of the board of Supervisors
Date signed

Approved as to form:
_____
Craig Settlemire
Counsel

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.

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

CONTRACTOR:

Plumas Sanitation, Inc., a California Corporation

By:_____
Lance Earl Wehrman
Chief Executive Officer and Secretary
Date signed:

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

By:_____
Greg Hagwood
Chair of the Board of Supervisors:
Date signed 3/12/24

ATTEST

By:_____
Allen Hiskey
Clerk of the board of Supervisors
Date signed 3/12/24

Approved as to form:

_____
Craig Settlemire
Counsel

SG
____COUNTY INITIALS

CONTRACTOR INITIALS____

EXHIBIT A

Scope of Work

Plumas Sanitation to provide On-Call pumping services at the East Quincy Transfer Station. Tasks will include pumping standing water from the East Quincy Transfer Station truck bay as needed.

EXHIBIT B
FEE SCHEDULE



Plumas Sanitation, Inc
73762 Industrial Dr
Portola CA 96122
(530)832-0370
plumassanitation@sbcglobal.net

February 22, 2024

To Whom It May Concern:

RE: Waste Management Transfer Site - 29 Abernathy, Quincy – Dock Pumping

Our flat rate for any pumping 1500 gallons or less is $540 for pumping and $40 fuel surcharge (total $580). If pumping exceeds 1500 gallons (up to 3500 gallons, which is a full truck load) the rate is $.40 per gallon plus a $40 fuel surcharge per truck.

If we do 20 full truck loads over the next 2 years, total cost would be $28,800 ($1440 per full truck load).

Please let me know if you need any additional information. Thank you!

Meliss Burger
Office Manager
(530)832-0370

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize board chair to add additional vehicles to auction list**

Recommendation:
Approve and authorize board chair to add additional vehicles to auction list

Background and Discussion:
These vehicles are additional vehicles that were found to be surplus after the initial list was created.

Action:

Approve and authorize board chair to add additional vehicles to auction list

Fiscal Impact:

This will add to general fund.

Attachments:
1. Added Vehicles for Surplus Auction (1)

Added Vehicles for Surplus Auction

Ford Escape Vin# 1FMYU93153KD07311

Subaru Legacy Vin# 4S3BMBC62D3032798

Ford Escape Vin# 1FMCU93198KE80321

Subaru Vin# JF1SF63552H737321 Probation

Jeep Vin# 1J4FJ28SXTL325745 Fair

Chevrolet PU Vin# 1GCEK14M8VE215414 Fair

Chevrolet Colorado Vin# 1GCDT196568259583 Fair

Ford Fuel Truck Chester Airport

Ford Transit Bus VIN# 1FD4E45S48DA96106

The Sheriff Department added vehicles

1. 2014 FORD EXPLORER UNIT 15 VIN# 1FM5K8AR9EGB27531
2. 2006 POLARIS SPORTSMAN 500 ATV VIN# 4XAMH50A16B698249
3. 2006 POLARIS SPORTSMAN 500 ATV VIN# 4XAMH50A46B696950
4. ALUMINUM ATV TRAILER VIN# 4TCSU10456H886478

PLUMAS COUNTY
PLUMAS COUNTY OFFICE OF EDUCATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lyndi Johnson**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign the Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2025, and the updated LPC Council Bylaws.**

Recommendation:
Approve and authorize Chair to sign the Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2025, and the updated LPC Council Bylaws.

Background and Discussion:
In accordance with state requirements, the LPC must annually submit a Certification of Membership by March 15th. This certification necessitates authorization from the County Board of Supervisors, the County Superintendent of Schools, and the LPC Chairperson, confirming that the appointed individuals fulfill the mandated council representation categories. There has been an update to the LPC Council Bylaws in Section D. These by-laws may be amended or repealed and new by-laws adopted by the vote of a majority of the members of the Council at any regular or special meeting, subject to the approval of the County Board of Supervisors and County Superintendent of Schools. Written notice of any proposed amendments must be sent to Council members at least ten (10) days prior to the meeting at which the proposed amendment(s) will be voted upon.

Action:

Approve and authorize Chair to sign the Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2025, and the updated LPC Council Bylaws.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. LPC Membership Certification (1)
2. Plumas County Early Education Bylaws

CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on March 15
Return to: lpc@dss.ca.gov

COUNTY NAME Plumas County	
COUNTY LPC COORDINATOR Lyndi Johnson	COORDINATOR EMAIL ljohnson@pcoe.k12.ca.us

Membership Categories:

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

NAME OF REPRESENTATIVE Lucie Kreth (CBS)	
ADDRESS PO Box 2371 Portola, CA 96122	PHONE NUMBER (530) 836-0807
APPOINTMENT DATE 01/01/2020	APPOINTMENT DURATION No term limit
NAME OF REPRESENTATIVE Cheyann Tiradeau (CSS)	
ADDRESS Plumas Rural Services 711 E Main St, Quincy CA 95971	PHONE NUMBER (530) 283-2735
APPOINTMENT DATE 02/20/2025	APPOINTMENT DURATION No term limit
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Child Care Providers (Defined as a person who provides child care services or represents persons who provide child care services.)

NAME OF REPRESENTATIVE Maria Altamirano (CSS)		
ADDRESS Sierra Cascades Family Opportunities - 24 N Mill Creek Rd, Quincy, CA 95971		PHONE NUMBER (530) 257-1206
APPOINTMENT DATE 01/01/2020	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE Casey Nunn (CSS)		
ADDRESS Feather River Community College - 570 Golden Eagle Ave, Quincy CA 95971		PHONE NUMBER
APPOINTMENT DATE 10/10/2024	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE Vanessa Jester (CSS) - Alternate (Maria Altamirano)		
ADDRESS Sierra Cascades Family Opportunities 175 N Mill Creek Rd, Quincy, CA 95971		PHONE NUMBER (530) 280-1201
APPOINTMENT DATE 02/20/2025	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
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ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

NAME OF REPRESENTATIVE Kinderlin Hoznour (CSS) - Chair		
ADDRESS Feather River Community College 570 Golden Eagle Ave, Quincy, CA 95971		PHONE NUMBER (530) 283-0521
APPOINTMENT DATE 02/10/2020	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE Dorrie Philbeck (CBS)		
ADDRESS Plumas County Public Health 270 County Hospital Rd, Quincy, CA 95971		PHONE NUMBER (530) 283-6330
APPOINTMENT DATE 01/01/2020	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
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ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

NAME OF REPRESENTATIVE Elisabeth Welch (CBS) - Co-Chair	
ADDRESS Plumas Rural Services 711 E Main St, Quincy, CA 95971	PHONE NUMBER (530) 283-4453
APPOINTMENT DATE 01/01/2020	APPOINTMENT DURATION No term limit
NAME OF REPRESENTATIVE Debbie Guy (CBS)	
ADDRESS Plumas Rural Services 711 E Main St, Quincy, CA 95971	PHONE NUMBER (530) 283-4453
APPOINTMENT DATE 01/01/2020	APPOINTMENT DURATION No term limit
NAME OF REPRESENTATIVE Bob Battistoni (CBS)- Alternate (Liz Welch or Debbie Guy)	
ADDRESS Plumas Rural Services 771 E Main St, Quincy, CA 95971	PHONE NUMBER (530) 283-2735
APPOINTMENT DATE 10/10/2024	APPOINTMENT DURATION No term limit
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
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ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

NAME OF REPRESENTATIVE Erica Bryant (CSS)		
ADDRESS Plumas District Hospital 1018 Valley View Rd, Quincy, CA 95971		PHONE NUMBER (530) 283-7165
APPOINTMENT DATE 01/01/2020	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE Pam Becwar (CBS)		
ADDRESS First 5 Plumas 270 County Hospital Rd, Quincy, CA 95971		PHONE NUMBER (530) 394-7016
APPOINTMENT DATE 12/08/2020	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE Sarah Hubert (CSS)- Alternate (Erica Bryant)		
ADDRESS Far Northeren Regional Center 401 Peninsula Dr, Ste 2 Lake Almanor, CA 96137		PHONE NUMBER (530) 596-4865
APPOINTMENT DATE 02/20/2025	APPOINTMENT DURATION No term limit	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
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NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of 02/28/2025, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions Code Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

SIGNATURE	DATE	PHONE NUMBER

Authorized Representative – County Superintendent of Schools

SIGNATURE	DATE	PHONE NUMBER

Local Child Care Planning Council Chairperson

SIGNATURE	DATE	PHONE NUMBER

PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL

BYLAWS

Article I Name

The Council shall be designated the Plumas Early Education & Child Care Council, hereafter referred to as the "Council."

Article II Authority

The Council was formed by the Plumas County Board of Education and the Plumas County Board of Supervisors in accordance with state law. (Cal. Welf. and Inst. Code § 10485 et seq.)

Article III Statement of Purpose

The purpose of the Council is to:

- Assess Plumas County child care needs and develop plans to address those needs.
- Establish and periodically update local priorities for the distribution of federal, state, and local child care and development funds in Plumas County.
- Develop and maintain a comprehensive, countywide child care plan that includes all children in accordance with state guidelines
- Review, evaluate, and comment on federal, state, and local proposals related to child care.
- Seek and advocate for funding of child care services and programs.
- Maximize child care and development resources through coordination and collaboration with other groups and organizations.
- Promote public awareness of child care issues.
- Advise the Board of Supervisors and the County Superintendent of Schools on issues affecting child care and development throughout the county.
- Promote and enhance child care and development services through public education, provider education, and provision of support services.

Article IV Membership

A. Composition

The County Board of Supervisors and the Superintendent of Schools shall each appoint one-half the members in each category of the Council. In the case of an uneven membership, both appointing entities shall agree on the odd-numbered appointee. Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, geographic distribution of the population of the county. The Council shall be comprised of a maximum of 20 members, with the following composition (categories) as defined by law:

- 20% Consumers: parents or persons who receive or who have received child care services.
- 20% Child Care Providers: persons who provide child care services or represent persons who provide child care services, reflective of the range of child care providers in the county.
- 20% Public Agency Representatives: persons who represent a city, county, city and county or local education agency (school district, direct-funded charter school, or county office of education).
- 20% Community Representatives: persons who shall not be child care providers or agencies that contract with the California Department of Education to provide child care and development services.
- The remaining 20% are to be appointed at the discretion of the appointing agencies.

B. Term

Council members are asked to serve for at least two years. No term limit will be set. For members currently on the council, their date of appointment will be set as the date they were officially appointed by a joint authority.

C. Resignation

Any member may resign by giving written notice to the Council. The County Board of Supervisors and the County Superintendent of Schools will be updated on the changes(s) to the membership roster.

D. Vacancies

The Council chairperson or "Designee" shall notify Council and the office of the Clerk of the Board of Supervisors when a position becomes vacant. Council members will solicit and/or review nominations received and make recommendations to the County Superintendent of Schools and the County Board of Supervisors for appointments General membership appointments will be made as terms expire

and to fill vacated positions. On an annual basis, Council members will solicit and/or review nominations received and make recommendations to the County Board of Supervisors and County Superintendent of Schools for appointments of new members and alternates to fill vacancies. A list of persons interested in being nominated to the Council shall be kept as a pool for future appointments.

E. Attendance

Members are expected to attend all meetings of the Council. A member who is unable to attend a regularly scheduled meeting may send a designated alternate after notifying the Chair or Coordinator. The designated "alternate" must meet the same membership and category representation requirements as the primary Council member. Any member who fails without sufficient excuse to be in attendance (or send an alternate) to three (3) regular meetings within one (1) fiscal year may have their continued membership voted on by the council. If the Council votes to remove a member, the Council's recommendation shall be sent to the appointing authority, the County Board of Supervisors or the County Superintendent of Schools to determine if they choose to remove the appointed member.

Article V Structure

A. Officers

A Council Chairperson will be elected from within the membership of the council every two years by Council members or when a vacancy of the position occurs. The Chairperson must have a minimum of two years active participation in the Council preceding election to the chair. The Chairperson shall serve a term of two years and may serve consecutive terms. The Chairperson shall preside over all regular meetings and may call special meetings, if necessary. Other possible responsibilities include annual reports to the Board of Supervisors, representing the Council at public functions.

A Council Vice-Chairperson will be elected every two years by Council members or when a vacancy of the position occurs. The Council Vice-Chairperson shall serve a term of two years and may serve consecutive terms. The Council Vice-Chairperson shall assume the responsibilities of the Chairperson in her/his absence and any duties assigned by the Chairperson.

B. Membership of Subcommittees

The Council shall determine such subcommittees, standing and ad hoc, as are necessary to carry out the work of the LPC.

The Chairperson shall appoint the members of all subcommittees with ratification by the Council. Subcommittees shall consist of at least two members. The Chairperson shall have the authority to reassign subcommittee members as necessary.

C. Meetings

Regular meetings shall be convened a minimum of six (6) times annually. Meeting dates, location and time will be established at the beginning of each fiscal year and may be changed as needed. Notice of meetings shall be sent at least 72 hours prior to the meeting date. Meeting agendas will also be posted at the County Courthouse, County Office of Education and on the PUSD/PCOE website at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act (Government Code § 54950).

Special meetings may be called by the Council Chairperson at any time. Each member of the Council shall be given a minimum of twenty-four (24) hour notice of such meetings in compliance with the Ralph M. Brown Act (Government Code § 54950).

D. Quorum

A majority of members currently appointed shall constitute a quorum. A majority of the quorum in attendance shall be required to carry any motion or approval. Council alternates may be designated to act in order to achieve a quorum.

E. Public Access

All meetings of the Council shall be open and accessible to the general public in accordance with the Ralph M. Brown Act (Government Code § 54950).

F Voting

Each member of the Council, including the Chairperson, shall have one vote. For official business, a majority vote of the quorum is needed to pass a motion. In the absence of a member, an alternate in his or her membership category shall vote.

G. Conflict of Interest

A member shall not participate in a vote on an issue in which she/he has a proprietary interest in the outcome of the matter, case, or issue being considered or voted upon by the Council. Any Council member(s) and/or representative(s) selected by the members shall also abstain from voting if they are affiliated in any way with an agency that will benefit from the results of a motion or take action on an item.

H. Parliamentary Authority

All proceedings of the Council and the committees shall be conducted according to the rules contained in the most recent edition of Robert's Rules of Order when these do not conflict with these by-laws.

I. Documentation

Records shall be kept in the form of minutes of all actions and results of voted issues.

J. Administrative
Council members are required to attend meetings that include training on the Brown Act, How to Facilitate a Meeting, Conflicts of Interest and How to Be a Council Member. Refer to the Council Training Plan for details or to request other training.

K. Compensation and Expenses
Members of the Council shall serve without compensation. In accordance with California Department of Education guidelines, members may be reimbursed at State-determined rates for appropriate meeting, workshop and conference expenses in California, incurred in performing their duties as a member of the Council.

Article VI Amendment of By-Laws

These by-laws may be amended or repealed and new by-laws adopted by the vote of a majority of the members of the Council at any regular or special meeting, subject to the approval of the County Board of Supervisors and County Superintendent of Schools. Written notice of any proposed amendments must be sent to Council members at least ten (10) days prior to the meeting at which the proposed amendment(s) will be voted upon.

Adopted April 8, 1998
Amended February 22, 2010
Reviewed Oct. 9, 2014
Amended May 14, 2020
Amended November 10, 2022
Amended November 9, 2023
Amended February 20,2025

Council Chairperson_____Date_____

Plumas County Board of Supervisors_____Date_____

Plumas County Office of Education_____Date _____

PLUMAS COUNTY
PLUMAS COUNTY TRANSPORTATION COMMISSION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign the Plumas Transit Systems transit operations contract, between Plumas Rural Services and CSA #12. This contract is for a three-year term (July 1, 2025, through June 30, 2028) with three optional one-year extensions; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
The Executive Director of the Plumas County Transportation Commission respectfully recommends that the Governing Board of CSA No. 12 approve and authorize the Chair to execute the Transit Operations contract for the operation of Plumas Transit Systems.

Background and Discussion:
On September 27, 2025, the Plumas County Transportation Commission staff issued a Request for Proposals (RFP) for transit operations to operate the County's Public Transit service – Plumas Transit Systems. The deadline for submitting a proposal was January 10, 2025. The only submittal received was from the existing transit operations contractor, Plumas Rural Services.

Pursuant to the RFP, a selection committee was established to evaluate and rank the submitted proposal. This committee consists of the following individuals:

Bill Powers
Kevin Goss
Jim Graham
Rob Thorman

On January 27, 2025, the selection committee convened and reviewed the submitted proposal. After deliberation, the selection committee determined that Plumas Rural Services submitted the most highly qualified proposal and met the terms of the RFP.

Caltrans Division of Rail and Mass Transportation after review of the solicitation efforts, the Independent Cost Estimate, and other Federal Transit Administration requirements, has provided the attached written approval for the execution of the contract. Attached is a copy of this Transit Operations contract approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign the Plumas Transit Systems transit operations contract, between Plumas Rural Services and CSA #12. This contract is for a three-year term (July 1, 2025, through June 30, 2028) with three optional one-year extensions; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to General Fund.

Attachments:

1. signed Plumas Co Trans Comm OM 2025-31 Sel + K approval 13FEB2025 Ref 817
2. PRS Signed Transit Operations Contract_2-25-2025

California Department of Transportation

DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS–1 | SACRAMENTO, CA 94274–0001
(916) 653-8620 | FAX (916) 654-2409 TTY 711
www.dot.ca.gov/programs/local-assistance

February 13, 2025

Plumas County Transportation Commission (PCTC)
Mr. Jim Graham, Executive Director
1834 E. Main St.
Quincy, CA 95971

Dear Mr. Graham:

As a *recipient* of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans) Division of Local Assistance (DLA), Office of Transit Grants and Contracts (OTGC), oversees projects for compliance with federal statutes and regulations. As a *subrecipient*, PCTC must show OTGC that all procurement and third-party contracting actions PCTC takes comply with:

- 2 CFR Part 1201 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1G – Third Party Contracting Guidance

OTGC **approves** PCTC's non-competitive award to Plumas Rural Services for management, operations, and maintenance services for Plumas Transit Services. This non-competitive award approval is based on *Sole Source: Single Bid or Proposal,* as described in PCTC's *Other than Full and Open Competition Non-Competitive Award Justification Form*.

OTGC **approves** PCTC's *County Service Area #12 Plumas Transit Systems Transit Systems Operations Contract* and award to Plumas Rural Services. PCTC may execute the contract. Reference 817.

This approval is limited to a three-year base term, July 1, 2025 through June 30, 2028, with three one-year options to extend the contract term through June 30, 2031, and to a base contract price of $2,774,918, per *Exhibit B, Cost Proposal Worksheets,* with an economic price adjustment for the each of the three one-year options, per *Section 9, Compensation*.

Please email a copy of the executed third-party contract to Daniel.Yerushalmi@dot.ca.gov.

FTA allows a subrecipient to modify a third-party contract when the modification does not substantially change the contract scope of work in the original solicitation; competitors could have foreseen the change to the contract; modification would not have had a substantial impact on the field of competition for the original contract award; and modification does not result in a material difference or cardinal change.

Third-party contracts, contract modifications, and exercise of options to extend contract period of performance require prior OTGC approval. Subrecipient agencies entering third-party contracts, making contract modifications, or exercising options without prior approval risk loss of FTA reimbursement.

Before exercising a contract option, subrecipients must take a market survey, documenting that the option price is better than prices available in the market at the time the option is exercised.

For questions about this procurement review letter, please contact Daniel Yerushalmi at Daniel.Yerushalmi@dot.ca.gov or (916) 653-3088.

This approval is contingent upon meeting FTA 5311 program requirements. For questions about FTA 5311 grant procedures, please contact your FTA 5311 program liaison.

Sincerely,



FRANK NEVITT, Chief
FTA Programs Procurement Oversight Branch,
Office of Transit Grants and Contracts
Caltrans Division of Local Assistance

C: James Haskell
Edwin Bragado
Daniel Yerushalmi

COUNTY SERVICE AREA #12
PLUMAS TRANSIT SYSTEMS
OPERATIONS CONTRACT

This agreement is entered into by the County Service Area #12, (hereafter "County" or "Recipient"), a County Service Area formed pursuant to Government Code Section 25210.10 et. seq., and Plumas Rural Services (hereafter "Contractor"), for the purpose of providing transit services to County residents.

WITNESSETH

CSA #12 has determined that it requires management, operations, and maintenance services for its public transit system known as Plumas Transit Systems; and

The Contractor has the necessary staff, resources and expertise and is willing to provide such transit services on a modified fixed route and demand response basis. It is mutually understood and agreed as follows:

1. **COMPLETE AGREEMENT**
   This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between CSA #12 and the CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. CSA #12's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of CSA #12's right to such performance by CONTRACTOR.

2. **CSA #12 DESIGNATED REPRESENTATIVES**
   The Director of Public Works or their designee shall have the authority to act for and exercise any of the rights of CSA #12 as set forth in this AGREEMENT, after the authorization of CSA #12.

3. **EMPLOYMENT OF THE CONTRACTOR**
   CSA #12 hereby engages the CONTRACTOR, and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management, operation, and maintenance of Plumas Transit Systems.

4. **INDEPENDENT CONTRACTOR**
   The CONTRACTOR'S relationship to CSA #12 in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of CSA #12. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the CSA #12.

5. SCOPE OF WORK

Subject only to the general policies and direction of CSA #12 with regard to Plumas Transit Systems management and operations, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving CSA #12's notice to proceed, do all things necessary to supervise and operate Plumas Transit Systems, including but not limited to providing project management; day-to-day operation of Plumas Transit Systems' vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers; operation of training and safety programs; assisting in public relations and promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; expert management; preparation for Federal Motor Carrier and other agency inspections; FTA Drug & Alcohol DAMIS reporting and such other work as may be necessary in connection with the operation of Plumas Transit Systems' public transit system in accordance with Exhibit "A" - Scope of Work attached hereto.

6. CHANGES IN SCOPE OF WORK

It is understood and agreed by CSA #12 and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of Plumas Transit Systems' operations.

6.1 Amendment

In each such instance, CSA #12 and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be made in writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

6.2 Minor Changes

Notwithstanding the above, CSA #12 without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of Plumas Transit Systems' operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty-five percent (25%). Such changes shall be made by written sequentially numbered change order.

7. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CSA #12, its officers, officials, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, and expenses including attorney's fees and other costs of defense arising out of or alleging to arise out of the performance of the work described herein, caused in whole or in part by any negligent act of omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused solely by the active negligence, sole negligence, or willful misconduct of CSA #12.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

8. MOTOR CARRIER AND US DOT NUMBER, INSURANCE, BONDS, PERFORMANCE GUARANTEE

8.1 Motor Carrier and US DOT numbers and Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall provide a valid US DOT and Motor Carriers number for operating Plumas Transit Systems. In addition, CONTRACTOR shall secure and maintain, and shall require all its subcontractors to maintain, insurance as described below:

8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars ($1,000,000) per occurrence.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than five million dollars ($5,000,000) per occurrence. Such insurance shall include products, completed operations liability, owner's and contractor's protection, blanket contractual liability, broad form property damage coverage, and explosion, collapse, and underground hazard coverage. Such insurance shall name CSA #12, its appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; be primary with respect to any insurance or self-insurance programs maintained by CSA #12; and contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than $5,000,000 (FIVE MILLION DOLLARS) per occurrence. Such insurance shall include coverage for owned, leased, hired and non-owned automobiles; include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, include Medical Payments with coverage limits of at least $1,000 per occurrence, name CSA #12, its elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; be primary for all purposes; and, contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

8.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of CSA #12's vehicles. Such insurance shall contain deductibles of not more than five thousand dollars ($5,000) and shall name CSA #12 as loss payee. The CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by CSA #12 under the terms of this Agreement, CSA #12 agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and CSA #12 agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

8.1.5 ALL INSURANCE shall contain the following provisions:

a) Coverage shall be on an "occurrence" basis.
b) If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location, or

the general aggregate amount shall be twice the required occurrence limit.

c) The Liability Policy must cover personal injury as well as bodily injury.
d) The Liability policy shall include a cross-liability or severability of interest endorsement.
e) Broad form property damage liability must be afforded.
f) CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.
g) Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
h) Policies shall name CSA #12, its officers, officials, agents, employees, volunteers, and assigns as insureds under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to CSA #12 and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT.

Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the CSA #12 and shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the CSA #12.

CSA #12 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.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. CSA #12, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CSA #12 may purchase such required insurance coverage, and without further notice to CONTRACTOR, CSA #12 may deduct from sums due to CONTRACTOR any premium costs advanced by CSA #12 for such insurance.

8.2 Fidelity Bond

The CONTRACTOR shall secure for its employees a Fidelity Bond protecting CSA #12 from employee theft up to the amount of ten thousand dollars ($10,000) for any one occurrence. Such Fidelity Bond shall name CSA #12 as loss payees with respect to amounts claimed there under arising out of CONTRACTOR's performance under this AGREEMENT. CONTRACTOR shall provide CSA #12 a copy of said bond accompanied by proof of payment for same.

8.3 Performance Guarantee

Within ten (10) calendar days after the award of the contract, the successful OFFEROR will be required to furnish, at OFFEROR'S own expense, a Performance Bond or other surety acceptable to CSA #12, in the amount of ten percent (10%) of the current annual contract cost, as a guarantee of good faith on behalf of the OFFEROR that the terms of the contract shall remain in full force and effect during the full term of the AGREEMENT between CSA #12 and OFFEROR. However, CSA #12 reserves the exclusive right to rescind this requirement at any time during the contract period.

In lieu of furnishing a Performance Bond, CSA #12 may elect to permit the OFFEROR, upon OFFEROR's written request, to have five percent (5%) of each contract payment retained in an interest-bearing escrow account rather than comply with the Performance Bond surety requirement. Such withholdings will be deducted from the monthly payments to a contractor until the total retention equals ten percent (10%) of the current annual contract cost. This escrow account will remain in effect throughout the entire term of the contract and will continue in effect until after the date CSA #12 releases any claims for payment.

9. COMPENSATION

a) CSA #12 shall compensate CONTRACTOR for services satisfactorily provided as set forth in Exhibit "A" Scope of Work attached hereto in accordance with the rates specified in Exhibit "B" Cost Proposal, attached hereto. These rates are inclusive of all costs, expenses, fees, or charges associated with the CONTRACTOR's performance of services hereunder, except as otherwise expressly provided by this agreement.

b) Up to 120 days prior to the end of the three-year base period, CSA #12, at its sole discretion, may elect to extend the contract for up to three additional years, in one-year increments.

c) All rates listed in the Cost Proposal Exhibit B, attached hereto, including fixed, and hourly rates, shall automatically be adjusted annually based on the Federal Consumer Price Index (CPI-U) all items, West Region with the index base period of 1982-1984 = 100, as determined by the Federal Bureau of Labor Statistics, measured from the prior year's April data to the current year's April data. The annual change for the prior 12-month period shall not exceed three percent (3%). In the event the CPI-U is negative for the prior year, no adjustment will be made to the revenue service hour rate or the fixed-monthly rate. The cost proposal must include costs for the first year of the three-year base period only.

d) The CONTRACTOR shall not be entitled to any payment or reimbursement for any tasks or services performed except as specified herein.

e) These rates are inclusive of all costs, expenses, fees, or charges associated with CONTRACTOR's performance of services hereunder, except as otherwise expressly provided herein.

9.1 Fuel

CSA #12 shall reimburse the CONTRACTOR for all fuel and DEF additives.

9.2 Vehicle Maintenance and Repairs

CSA #12 shall reimburse the CONTRACTOR for all vehicle maintenance and repair costs.

9.3 Emergency Services

CSA #12 shall reimburse the CONTRACTOR for services rendered during a declared local emergency or for participation in emergency evacuation training exercises. Reimbursement for emergency services rendered or for training shall be billed at the Contractors established hourly rate. Contractor shall maintain mileage and time logs for any buses and drivers utilized in response to the declared local emergency to ensure eligibility for reimbursement funding for services rendered.

9.4 Statistics, Invoice and Payment

9.4.1 Statistics

The CONTRACTOR shall submit a monthly performance report as set forth in Section 2.16 of the Scope of Work (Exhibit A)

9.4.2 Invoice

The CONTRACTOR shall invoice CSA #12 for actual expenses incurred in the performance of this Agreement as set forth in the Cost Proposal (Exhibit B).

The CONTRACTOR shall invoice CSA #12 monthly for the services provided herein by the 10th day of the month for the previous month's service.

Invoice and supporting materials shall be submitted to:

CSA #12
1834 East Main Street
Quincy, CA 95971
Attention: Director of Public Works

9.4.3 Payment

CSA #12 shall pay the undisputed portion of the invoice within thirty (30) days of receipt of the CONTRACTOR's invoice.

In the event CSA #12 disputes any portion of the CONTRACTOR's invoice, CSA #12 shall make reasonable efforts to notify CONTRACTOR as promptly as feasible.

10. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of CSA #12. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass-through sales revenues in the manner set forth in the Scope of Work (Exhibit A), and as necessary for CSA #12 to meet the requirements of State and Federal funding sources.

11. TERM OF AGREEMENT

11.1 Base Term

This AGREEMENT shall become effective July 1, 2025, and shall continue in full force and effect through June 30, 2028, unless earlier terminated as herein provided.

11.3 Option Terms

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at CSA #12's sole election, anytime on or before the date specified herein and as follows:

A. Description - CSA #12 may extend the service provided by the CONTRACTOR under this AGREEMENT for up to three option periods of one year duration.
B. Compensation – The compensation rate of the option years, including fixed, and hourly rates,

shall automatically be adjusted annually based on the Federal Consumer Price Index (CPI-U) all items, West Region with the index base period of 1982-1984 = 100, as determined by the Federal Bureau of Labor Statistics, measured from the prior year's April data to the current year's April data. The annual change for the prior 12-month period shall not exceed three percent (3%). In the event the CPI-U is negative for the prior year, no adjustment will be made to the revenue service hour rate or the fixed-monthly rate.

C. Option Exercise Dates: Up to 120 days prior to the end of the three-year base period, CSA #12, at its sole discretion, may elect to extend the contract for up to three additional years, in one-year increments. It is mutually understood and agreed that all work performed, and services provided under the exercised option years shall be in strict compliance with all the requirements of this agreement and as such may be amended from time to time by mutual agreement. It is mutually understood and agreed that CSA #12 is under no obligation whatsoever to exercise this option and that no representations have been made by CSA #12 committing it to such exercise of this option, and that CSA #12 may procure any such option requirements elsewhere. The exercise of the option years shall be by an amendment to this agreement.

12. TRANSITION TO FUTURE CONTRACTOR

For up to sixty (60) days following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either CSA #12 or any future CONTRACTOR selected by CSA #12, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers, if applicable, to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to the new provider's services and shall cooperate fully with CSA #12 and the new provider to this end.

13. ADMINISTRATION

13.1 Control

A. The contractor shall render all services under this AGREEMENT in a manner consistent with the policies of CSA #12. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affects CONTRACTOR's performance of services shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.

B. CSA #12 shall not interfere with the management of CONTRACTOR's normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. CSA #12 may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme and/or repetitive cases, CSA #12 may demand removal of a CONTRACTOR employee.

C. CSA #12 reserves the right to change service design, rider rules, fares, and schedules with the guidance/ expert-involvement of the CONTRACTOR.

13.2 Force Majeure

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood, or other natural disaster; strikes, war or civil disorder, road closures, or unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

If CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify CSA #12 of the fact, and thereafter shall report to CSA #12 all relevant information then known to CONTRACTOR, and shall continue to so report.

14. FEDERAL AID REQUIREMENTS

14.1 No Obligation to Third Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Third-Party Contracts and Sub-agreements Affected.
To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors.
Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to CSA #12 for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from CSA #12 to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation.
The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

E. CSA #12 Approval of Sub-agreements.
CSA #12 shall approve in writing all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior

to implementation. The CONTRACTOR agrees that it will not enter into any Sub-agreements unless the same are approved in writing by CSA #12. Any proposed amendments or modifications to such Sub-agreements must be approved by CSA #12 prior to implementation.

14.2 Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each sub-agreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14.3 Access to Records

CSA #12, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

14.4 Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all sub-agreements.

14.5 Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by the California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

14.6 ***Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives***

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

14.7 ***Civil Rights (Title VI, EEO, & ADA)***

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee sub-recipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that agrees to take affirmative action to ensure that applicants are employed, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements of the California Department of Transportation regarding any issue.

B. Nondiscrimination.

The CONTRACTOR, with regard to the work performed by it during the contract term, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports.

The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CSA #12 or the California

Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to CSA #12 or the California Department of Transportation as appropriate and shall set fourth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance.
In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, CSA #12 shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions.
The CONTRACTOR shall include the provisions of these paragraphs A through F in every sub agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as CSA #12 or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request CSA #12 to enter into such litigation to protect the interest of CSA #12, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

G. Section 504 and Americans with Disabilities Act Program Requirements.
The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

14.8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CSA #12 requests which would cause CSA #12 to be in violation of the FTA terms and conditions.

14.9 Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:
A. Procure or obtain;
B. Extend or renew a contract to procure or obtain; or
C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications

equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to CSA #12 that would cause CSA #12 to be in violation of the prohibition contained in the Act.

14.10 Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

14.11 Disadvantaged Business Enterprises (DBE) Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and CSA #12, the termination of this contract by CSA #12, or such other remedy the STATE or AWARDING AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

CSA #12 shall notify the CALTRANS DBELO in the event CSA #12 finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. CSA #12 must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without CSA #12's prior written consent and concurrence from the CALTRANS DBELO. CSA #12 may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify CSA #12 in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

CSA #12 shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

A. CSA #12 shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from CSA #12.
B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from CSA #12. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

14.12 Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

14.13 Safe Operation of Motor Vehicles

A. Seat Belt Use. The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each sub agreement related to the Award.

B. Distracted Driving, Including Text Messaging While Driving. The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the AWARDING AGENCY owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

2. Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
3. Extension of Provision. The CONTRACTOR agrees to include the preceding Safe Operation of Motor Vehicles from this AGREEMENT in its sub agreements and at each tier supported with federal assistance and encourage compliance with this provision.

14.14 Termination

A. Termination for Convenience (General Provision). When it is in CSA #12's best interest, CSA #12 reserves the right to terminate this Contract, in whole or in part, at any time by providing a THIRTY (30) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CSA #12. If the CONTRACTOR has any property in its possession belonging to CSA #12, the CONTRACTOR will account for the same, and dispose of it in the manner CSA #12 directs.

B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, CSA #12 may terminate this contract for default. Termination shall be effected by serving a notice of

termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CSA #12 that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, CSA #12, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Mutual Termination. The PROJECT may also be terminated if CSA #12 and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

14.15 Debarment and Suspension

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or, entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any sub-agreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that CSA #12 and its "principals," as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding $25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any sub-agreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding $25,000.00.

14.16 Legal Matters Concerning a Covered Transaction

If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the CSA #12 must promptly notify the STATE. CSA #12 must include a similar notification requirement in its Third-Party Agreements and must require each CONTRACTOR to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government's administration or enforcement of federal laws, regulations, and requirements.

C. CSA #12 must promptly notify the STATE, if CSA #12 has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between CSA #12 and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of CSA #12. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of CSA #12, including divisions tasked with law enforcement or investigatory functions.

14.17 Provisions for Resolution of Disputes, Breaches, or Other Litigation

CSA #12 and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the CSA #12 Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The CSA #12 Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to CSA #12. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the CSA #12 Representative's decision shall become the final decision of CSA #12. CSA #12 and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of CSA #12 shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

14.18 Lobbying

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for $100,000.00 or more CSA #12 will not make any federal assistance available to the CONTRACTOR until CSA #12 has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure.

14.19 Clean Air

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the CSA #12 and understands and agrees that the CSA #12 will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14.20 Clean Water

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the CSA #12 and understands and agrees that the CSA #12 will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14.21 Transit Employee Protective Arrangements (Transit Operations)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

B. The CONTRACTOR also agrees to include the applicable requirements in each sub-agreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

14.22 ***Charter Service Operations (Transit Operation and Rolling Stock Only)***

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

14.23 ***School Bus Operations (Transit Operation and Rolling Stock Only)***

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

14.24 ***Vehicle Operator Licensing***

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

14.25 ***Drug-Free Workplace (FTA Section 5311 Awards)***

The CONTRACTOR certifies by signing a Contract with the CSA #12 that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

Drug and Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or CSA #12 to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 28 and to submit the Management Information System (MIS) reports via FTA website at http://www.transit-safety-volpe.dot.ca.gov/SafetyDAMIS.asp annually before February 28th and paper copies to the Director of Public Works, 1834 East Main Street, Quincy, CA 95971, and to the California Department of Transportation, Division of Mass Transportation, MS 39, PO Box 942874, Sacramento, CA 94274-0001. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

14.26 ***Recycled Products***

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14.27 ***Privacy Act***

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR, or its employees, operates a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

14.28 ***Energy Conservation***

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

15. GENERAL PROVISIONS

15.1 Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

15.2 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers, or other business from CSA #12 to any other transportation operation of CONTRACTOR.

15.3 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel, or other facilities which are dedicated to CSA #12 for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of CSA #12.

15.4 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.

15.5 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated therein, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into the contract for Federal Transit Act, Section 5311 federal assistance between CSA #12 and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all federal, state, or local taxes as applicable. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of CSA #12 if requested, any and all licenses, permits, certificates, and inspections required by law, including General Public Paratransit Vehicle inspections.

CONTRACTOR shall assure that all its employees operating Plumas Transit Systems vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Drivers Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

15.6 Headings

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

15.7 Sale or Transfer

CONTRACTOR agrees that it will not sell, assign, or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of CSA #12 to such sale, assignment, or transfer. In the event of any violation of this Section, CSA #12 may immediately terminate this AGREEMENT.

15.8 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors, and administrators of the parties hereto.

15.9 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the persons named below:

CONTRACTOR:

Paula Johnston, Executive Director
Plumas Rural Services
711 East Main Street
Quincy, CA 95971

COUNTY SERVICE AREA #12:

Robert Thorman, Director
Plumas County Public Works
1834 East Main Street
Quincy, CA 95971

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

CONTRACTOR:

By: _____
Name: Paula Johnston
Title: Executive Director
Date signed: 2/24/25

COUNTY SERVICE AREA #12:
County of Plumas, a political subdivision of the State of California

By: _____
Name: Kevin Goss
Title: Chair, CSA #12
Date signed: _____

ATTEST:

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

Approved as to form:
_____
Craig Settlemire
Counsel

Exhibit A
SCOPE OF WORK

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1. County Service Area #12 Duties and Responsibilities

The Director of Public Works, or their designee(s), in their capacity as CSA #12 staff, shall perform the following duties and accept the following responsibilities with respect to Plumas Transit Systems.

CSA #12 staff shall be responsible for all TDA planning activities, including FTA grant applications and related documentation related to Plumas Transit Systems.

CSA #12 staff also provides administration oversight, marketing, monitoring, intergovernmental and community liaison activities. Additionally, the CSA #12 staff provides all fare media, bus stop signs, and transit bus shelters.

2. Contractor Duties and Responsibilities - Operations

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of Plumas Transit Systems. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as an integral element of operating a modified fixed route and demand responsive public transportation system of a kind and character such as Plumas Transit Systems.

2.1 Operations - General

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of Plumas Transit Systems including routes, schedules and days and hours of operation.

The services to be provided by the CONTRACTOR are as follows:

a) Both a modified fixed route, 24-hour demand response service, and On-demand service for select routes.
b) The modified fixed route service will comply with ADA standards of comparable service by route deviation. The Contractor shall assist and fully cooperate with CSA #12 in ensuring ADA compliance.
c) The Contractor will provide service within the boundaries determined by CSA #12.
d) Weekday only schedule of Monday through Friday as set forth in the current North County, Quincy Local and East County schedules, unless modified as under the terms of this agreement.
e) An annual average of 6500 Revenue Service Hours (RSH) for modified fixed route, unless authorized by CSA #12.
f) No standard revenue service will be provided on the following holidays:

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday
The third Monday in February, Presidents' Day.
The last Monday in May, legal observance of Memorial Day

June 19, June Juneteenth
July 4, Independence Day
The first Monday in September, Labor Day
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving
The day in November following Thanksgiving
December 24, Christmas Eve
December 25, Christmas Day
December 31, New Year's Eve

The holidays that occur on a weekday will be paid holidays for project employees of CONTRACTOR, *and if those holidays occur on a weekend they will be observed on the nearest Friday or Monday.*

g) CONTRACTOR shall assist and cooperate with CSA #12 in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with CSA #12 on matters related to operations, monitoring, reporting and service performance measurements.
h) All facilities, equipment and services required in the operation and management of Plumas Transit Systems shall be furnished by CONTRACTOR unless specifically identified to be contributed by CSA #12.
i) CSA #12 staff in cooperation with the CONTRACTOR shall prepare, place, schedule and pay for all advertising and promotional materials to inform the public of Plumas Transit Systems' services and to promote ridership.
j) CSA #12 staff in cooperation with the CONTRACTOR shall prepare routes, print and provide all schedules, passes and tickets and like materials for Plumas Transit Systems operations.

2.2 Charter Services
In addition to regular Plumas Transit Systems operations, the CONTRACTOR may from time to time be requested by the public to provide special transportation services. All charter arrangements shall be in full compliance with Title 49, Part 604 of the Code of Federal Regulations. All charter contracts require CSA #12 staff review and approval prior to execution.

2.3 Service Standards
The CONTRACTOR shall provide service in a manner which will maximize productivity and customer service.

The CONTRACTOR and CSA #12 staff shall evaluate the performance of the system on a quarterly basis. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by the CONTRACTOR in concurrence with Plumas County Transportation Commission.

Should it be found that the CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve performance standards, the CONTRACTOR shall take

all reasonable actions requested by the staff of CSA #12 to correct deficiencies in performance. Should deficiencies persist, CSA #12 may take whatever additional action is necessitated by the circumstances.

2.4 Operations Management

The CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time Transit Coordinator who shall provide overall management and supervision of Plumas Transit Systems operations under the terms of this agreement. The Transit Manager must be primarily dedicated to the operations and management of Plumas Transit Systems.

The CONTRACTOR is encouraged to provide the Transit Coordinator continuous professional training. It is recommended that the Transit Manager attend the CalACT conferences.

The Transit Coordinator shall work cooperatively with the CSA #12 staff in matters related to service quality, providing operational and other data as described in this Scope of Work, responding to comments from Plumas Transit Systems passengers and the public, and responding to specific requests for other assistance as the need arises.

The Transit Coordinator, through direct involvement with all phases of the operation, directs the day-to-day operation of the transit system. This position organizes and conducts activities to ensure safe, cost-effective, and on-time operations performance of the system.

The Transit Coordinator shall build a working partnership in the community for public transit and act as a liaison for the system.

The Transit Coordinator will be responsible for monitoring all aspects of the systems operation and maintenance, if applicable, including, but not limited to ridership, quality of service, customer information, compliant procedures, fare collection, fare reconciliation, accounting, financial and operational reporting, maintenance and repair work, on-board camera operations, and performance of all personnel.

Methods of improving operations and service will be sought out, along with any deficiencies and substandard performance, and will be reported to CSA #12 staff along with any corrective actions which may have been taken.

The Transit Coordinator shall serve as a member of the Social Services Transportation Advisory Council (SSTAC) as the representative of the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code. The Transit Coordinator's attendance will be required at not less than two (2) SSTAC meetings per year.

The Transit Coordinator designated for this project will not be replaced without the written consent of the Director of Public Works. Should the services of the Transit Coordinator

become no longer available to the CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to the Director of Public Works for approval as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent Transit Coordinator, unless CONTRACTOR is not provided with such notice by the departing employee.

The office of the CONTRACTOR'S Transit Coordinator will be physically located at the CONTRACTOR'S operations facility in Plumas County. The Transit Coordinator will be expected to remain at the facility or otherwise within the COUNTY service area as appropriate to the maximum extent possible.

During all hours of operation, the Transit Coordinator, or a designated employee to act instead, shall be available either by phone or in person to make decisions regarding day-to-day Plumas Transit Systems operations or provide coordination as necessary, and shall be authorized to act on behalf of the CONTRACTOR regarding all matters pertaining to this Scope of Work.

In the absence of the Transit Coordinator a responsible senior employee of the CONTRACTOR will be available during all operating hours in person or by phone, to make decisions or provide coordination as necessary.

If for any reason, the Transit Coordinator is unavailable for an extended period (more than one week, excluding vacations), the CONTRACTOR will ensure a replacement subject to the approval of the COUNTY.

2.5 Employee Selection and Supervision

The CONTRACTOR shall exhibit a willingness to retain the services of existing personnel involved in the operation of Plumas Transit Systems. Any proposed changes in personnel must be coordinated with CSA #12.

The CONTRACTOR shall use appropriate driver screening and selection criteria to employ drivers. These criteria will include Department of Motor Vehicles license check and physical examination and drug screening sufficient to meet all applicable requirements for Plumas Transit Systems vehicle operation.

The CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse testing program, subject to CSA #12 staff approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of Plumas Transit Systems vehicles and equipment. This testing program will meet all applicable federal requirements.

The CONTRACTOR shall make all reasonable efforts to ensure that all drivers, and other employees having contact with the public in the course of their duties, do so in a professional and courteous manner and are thoroughly reliable. This will include establishing minimum performance standards for employees. The Contractor shall notify CSA #12 staff within 5 days if any current employee is arrested, charged, or convicted of a felony or of a crime

involving moral turpitude during the time of their employment.
Depending on the policy adopted by the CONTRACTOR, and approved by COUNTY, any employee who commits a felony or a crime involving moral turpitude during time of his/her employment may not be permitted to continue to hold a position of employment involving contact with the public.

The adopted policy may include when exceptions to this general policy will be permitted. The policy shall require consideration of the nature of the conviction and the position which the applicant seeks, or the employee holds. The policy shall indicate that the following factors will be considered: the nature and gravity of the conviction; any relation that the conviction has to the job to be performed; the recentness of the conviction and any evidence of rehabilitation. For applicants, the CONTRACTOR shall only request criminal history information that may be legally sought in an application for employment.

The CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either the CONTRACTOR or CSA #12 to be in conflict with the CONTRACTOR being an Independent Contractor of the CSA #12.

2.6 Training of Drivers and Operations Personnel
The CONTRACTOR shall develop, implement, and maintain a formal training and retraining program. An outline of the training program, including periodic updates, shall be on file in the office of the Transit Coordinator. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of twenty (20) hours of classroom instruction covering defensive driving, vehicle code, vehicle components, first aid, state rules and regulations, accident/incident procedures, radio/cell phone procedures, passenger relations, disabled passenger assistance techniques, employee work rules, operating policies, and twenty (20) hours of behind-the-wheel training under supervision of a certified instructor, and in-service training.

The CONTRACTOR will provide training that ensures the timely and safe loading/unloading of wheelchair patrons. This implementation of this training program shall be the responsibility of the CONTRACTOR. Training will include refresher courses and retraining in the event of delayed routes. All drivers will be trained to the proficiency necessary to complete the duties set forth in this agreement.

Drivers shall be trained and cross-trained to operate all buses within the fleet. The training shall include modified fixed routes, wheelchair lifts/securement systems, and other equipment which they may be expected to use in the Plumas Transit Systems services.

Drivers shall be certified as having completed this course before operating any COUNTY

vehicle in unsupervised revenue service. All drivers must be licensed with a valid California Class B operator's license prior to entering revenue service with appropriate certification(s) and medical card.

Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code and it is strongly encouraged that Drivers have previous professional experience.

Drivers of persons with disabilities shall have obtained a Certificate for Driving Developmentally Disabled Persons (CA DMV Vehicle Code 12523.6).

Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CONTRACTOR shall prepare and provide drivers, dispatchers, telephone operators, supervisors, and transit staff with a copy of an Employee Manual.

The contents of the Employee Manual shall include, but not be limited to the following subject areas: customer relations, collection of fares, employee rules; accident/incident policies; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who from time-to-time are assigned to telephone information on Plumas Transit Systems shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, County-wide bus and demand response systems information referrals, ADA regulations regarding trip reservations, Plumas Transit Systems reservation procedures, operating policies and have thorough understanding of both Plumas Transit Systems and service areas.

Dispatch training will include route rides with Plumas Transit Systems and drivers to ensure dispatchers are familiar with service areas. Operations control personnel assigned to Plumas Transit Systems scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

The CONTRACTOR will ensure an adequate dispatch is present during all hours of operations for Plumas Transit Systems.

2.7 Drivers' Responsibilities

Drivers will, when requested by the Transit Manager, hand out notices to passengers or otherwise render assistance in customer relations, promotion, marketing, monitoring, and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue and collect transfers, as determined by Transit Manager and CSA #12.

Drivers will verify cash fares deposited in farebox but will not handle money. Drivers will

record ridership counts by passenger category and boarding location.
Drivers shall complete a Daily Vehicle Inspection Report as established by the CONTRACTOR and approved by CSA #12.

2.8 Safety Program
The CONTRACTOR shall assume full responsibility for the safety of passengers and operations personnel.

The CONTRACTOR shall assume full responsibility for ensuring that CSA #12's vehicles and equipment are maintained at the highest possible level throughout the term of the agreement.

The CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the CSA #12 staff with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices and any other related documents.

The CONTRACTOR shall develop, implement, and maintain, in full compliance with California Law, a formal safety and accident prevention program including monthly safety meetings, participation in safety organizations, safety incentives offered by the CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of the CONTRACTOR'S insurance carrier or other organization. The CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to CSA #12 staff.

The CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Program" for appropriate monitoring of employee driver license activity.

The CONTRACTOR shall require all drivers, dispatch personnel and supervisors to participate in the safety program.

2.9 Road Supervision
The CONTRACTOR will demonstrate how road supervision will be provided. Road supervision will include, but not be limited to, quarterly route rides with all drivers. CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service.

2.10 Accident, Incident and Complaint Procedures
The CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CSA #12 staff review and approval, to respond to accidents, incidents, service interruptions, and complaints.

Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances or complaints, in service vehicle failures, lift failures of buses in service, modified fixed route buses operating more than

fifteen minutes behind schedule, and demand response buses operating more than sixty (60) minutes behind schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Highway Patrol or local police as appropriate, and then to the CSA #12 Staff. The CONTRACTOR will request that the law enforcement agency respond to investigate the accident. The CONTRACTOR will supply CSA #12 staff with copies of all accident and incident reports.

CSA #12 staff shall be notified in writing by the CONTRACTOR of all accidents and incidents resulting in loss or damage to COUNTY property within 24 hours. In cases involving injury, the CONTRACTOR shall notify CSA #12 staff immediately upon receipt by CONTRACTOR of such information.

2.11 Vehicle Scheduling and Dispatching
The CONTRACTOR shall utilize a systematic and up-to-date method to schedule and transport passengers using Plumas Transit Systems. The method should be capable of accommodating both advance reservations and short-notice requests for service.

The CONTRACTOR shall provide adequate phone lines for Plumas Transit Systems' scheduling, and vehicle dispatching functions.

2.12 Cellular Communications Systems
The CONTRACTOR shall provide cell phone communications between the CONTRACTOR'S communications dispatch center and the Plumas Transit Systems vehicles. Drivers currently return calls to the dispatch center when they reach the next scheduled stop.

The CONTRACTOR shall provide a communication system utilizing the best available cellular transmitting and receiving within the COUNTY service area. Rugged terrain may prevent coverage on some areas. The CONTRACTOR shall provide for all maintenance and repairs of cellular equipment in accordance with manufacturers' specifications.

2.13 Telephone Reservation and Information System
CONTRACTOR shall provide and maintain an up-to-date telephone line dedicated exclusively to the reception of incoming calls from Plumas Transit Systems patrons. Such phone lines shall be installed/forwarded at CONTRACTOR'S facility and maintained all at the CONTRACTOR'S expense. Upon termination of the AGREEMENT of which this Scope of Work is a part, CSA #12 reserves all rights to the dedicated lines identified herein, and CONTRACTOR agrees to transfer said telephone numbers.

The CONTRACTOR shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Plumas Transit Systems' patron demand.

The CONTRACTOR shall make special efforts to respond to telephone service and

information requests from deaf of Plumas Transit Systems. CONTRACTOR may provide TDD equipment for communications with deaf patrons or use the telephone relay service for communication with deaf customers.

2.14 Fares and Fare Collection

All fares of any kind or character to be paid by Plumas Transit Systems patrons shall be established by CSA #12. The CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification and shall be deposited by patrons in the fareboxes.

The CONTRACTOR will collect, or otherwise process in the manner directed by CSA #12 staff, all non-cash fares (transfers, passes and the like). All fares collected are the sole property of CSA #12. If patrons' checks are returned, the CONTRACTOR has the right to request cash only and refuse to accept checks from said patron in the future.

The CONTRACTOR shall establish a fare collection/accounting procedure including control and security measures subject to approval by CSA #12 staff.

Measures taken by the CONTRACTOR shall include but not be limited to:

a) Requiring drivers to record fares in their log
b) Restricting access to farebox keys or the ability to remove fareboxes

Fareboxes shall be removed at the close of the day at the CONTRACTORS facility, fares shall be counted and secured in a safe location, the driver's logs shall be reconciled for fares by an employee that is not responsible for "pulling" the fare box. CSA #12 staff shall review the farebox reconciliation. Transit reports shall include actual fares collected and reflect any overages or shortages.

Deposits shall be on a regular basis. The CONTRACTOR shall be responsible for the cost of revenue counting and will provide deposit slips to CSA #12 staff monthly. CSA #12 reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the CONTRACTOR.

2.15 Ticket Sales

The CONTRACTORS' drivers shall be required to sell passes or tickets on-board the vehicles and shall assist customers by providing accurate information to customers requesting information regarding pass and ticket sales. The CONTRACTOR shall collect, record and deposit ticket sales in a manner acceptable to CSA #12 staff. The Transit Manager will assist in the establishment of ticket outlets within the community.

2.16 Books, Records and Reports

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed under this agreement, on file for at least three (3) years following the date of final payment to the CONTRACTOR by CSA #12.

CSA #12 staff shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CONTRACTOR'S usual and customary business hours. The CONTRACTOR shall provide proper facilities to CSA #12 staff for such access and inspection.

CSA #12 staff shall be permitted to observe and inspect any or all the CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this agreement. In such instances, CSA #12 staff shall not interfere with or disrupt such activities.

A Monthly Performance Report, or information as requested, summarizing ridership, revenue, and cost for both demand response and fixed route service shall be submitted to CSA#12. The CONTRACTOR shall maintain separate accounts/records for Plumas Transit Systems.

The report will include but not be limited to the following:

- Daily ridership by route and run.
- Daily vehicle miles by route and run.
- Daily vehicle revenue service miles by route and run.
- Daily vehicle hours by route and run.
- Daily vehicle revenue hours by route and run.
- Daily passenger trips by route and run.
- Cash or cash equivalent collected by route and run.
- Daily Feather River College passes used by route and run.
- Other passes used by route and run.
- Fuel data.
- Maintenance summary
- Missed trips.
- Vehicle accidents
- Passenger accidents
- Summary of service complaints and unfulfilled service requests.

The report will also contain a critique and evaluation of the system and service, along with recommended corrective action when appropriate.

2.17 System Promotion

CSA #12 shall be responsible for funding any advertising or promotional activities for Plumas Transit Systems. The CONTRACTOR shall cooperate with CSA #12 staff in any such activities by making available needed equipment or personnel. The CONTRACTOR shall distribute Plumas Transit Systems' information publications, respond to patron requests for information, act as a liaison and provider of information with and to community agencies and groups. The Transit Manager shall coordinate with local agencies as needed.

2.18 System Recommendations
The CONTRACTOR shall continually monitor Plumas Transit Systems operations, facilities and equipment and shall, from time-to-time and as warranted, advise CSA #12 staff, and make recommendations to it upon observed deficiencies and needed improvements. CSA #12 shall retain all authority, however, to make determinations and to act on such recommendations.

3. Contractor Duties and Responsibilities - Maintenance
The CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance and repair of Plumas Transit Systems' vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve the CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as an integral element of operating a modified fixed-route and demand response public transportation system of a kind and character such as Plumas Transit Systems.

3.1 General Maintenance
The CONTRACTOR shall be responsible for the daily serving, preventative maintenance and mechanical repairs of all vehicles, communication systems, and all other equipment, in connection with its operation of Plumas Transit Systems. All equipment shall be maintained in a clean, safe, and operable condition at all times, and fully in accord with OEM (original equipment manufacturer) recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal or state statute.

Prior to initiating repairs of any vehicles or equipment, the CONTRACTOR shall determine if the repair is covered under a valid warranty. In the event the repair is covered under warranty, the CONTRACTOR shall have the repairs performed under the terms of the warranty unless otherwise approved by CSA #12 staff.

In this regard, CONTRACTOR shall arrange for and provide oversight for periodic maintenance and repairs. Such repairs are to be performed by suitable private repair facilities or the COUNTY, unless specialty work requires otherwise.

CSA #12 may provide periodic maintenance and repairs subject to the availability of personnel and equipment. The CONTRACTOR shall make all requests for periodic maintenance a minimum of 5 working days in advance of the proposed service date. CSA #12 staff may be able to provide specialty repairs and/or emergency repairs subject to the availability of personnel and equipment. The CONTRACTOR shall notify CSA #12 staff of the need for non-routine repairs prior to soliciting for bids for the repair work. The COUNTY shall review and approve the appropriate procurement method to ensure compliance with the Federal Transit Administration requirements.

3.2 Vehicles and Equipment

When CSA #12 provides the CONTRACTOR with buses or equipment, the CONTRACTOR shall acknowledge receipt of such upon their delivery. Upon termination of this agreement, the CONTRACTOR shall return all buses and equipment owned by CSA #12 as directed by CSA #12 staff, with no deferred maintenance and repair or damage, less reasonable wear and tear.

3.3 Daily Vehicle Servicing

The CONTRACTOR shall perform daily vehicle servicing on all Plumas Transit Systems vehicles used in revenue service. For purposes of this agreement, daily servicing per OEM (original equipment manufacturer) recommendations will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check/add; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

The CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle subject to CSA #12 staff approval. The checklist will be utilized and kept on file for CSA #12 staff and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

3.4 Vehicle Cleaning

CONTRACTOR shall maintain Plumas Transit Systems' vehicles in a clean and neat condition.

The interior of all vehicles shall be kept free of litter and debris to the maximum extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary.

The interiors of all vehicles shall be thoroughly washed at least once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process.

Any damage to the seat upholstery shall be repaired as soon as possible upon discovery. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

The exteriors of all Plumas Transit Systems' vehicles shall be washed at a minimum once every two weeks, or more frequently as necessary, to ensure a clean, inviting appearance. Exterior washing shall include the bus body, all windows, and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects. The CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and nonhazardous materials.

3.5 Preventive Maintenance

The CONTRACTOR'S preventive maintenance program shall adhere strictly to recommended vehicle care per the OEM (original equipment manufacturer) and shall include other preventive maintenance as required, based upon careful and thorough examination of the vehicle, according to a strict mileage schedule, so as not to invalidate or lessen warranty coverage of any Plumas Transit Systems' vehicle or associated equipment.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where the CONTRACTOR'S employees observe that maintenance and repair is needed in advance of schedule.

The CONTRACTOR shall not defer maintenance and repair for reasons of shortage of staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of CSA #12 staff.

The CONTRACTOR shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities according to the schedule approved by CSA #12.

3.6 Vehicle Repair

Repairs to Plumas Transit 's vehicles may be performed by private businesses designated by the CONTRACTOR and approved by CSA #12. Repairs to Plumas Transit Systems' vehicles may also be performed by CSA #12 qualified personnel subject to their availability and approval by the CSA #12 staff. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding, or replacement of components.

Repair work shall be conducted as soon as practicable upon learning that such work is required. The CONTRACTOR shall schedule/perform repair work expeditiously in response to identification of problems by drivers or other staff members. The CONTRACTOR shall assure CSA #12 staff that required repairs shall not be deferred beyond a reasonable time.

The CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance and repair functions.

3.7 Engine, Transmission and Differential Overhaul

The CONTRACTOR shall be responsible for monitoring the condition and performance of vehicle engines, transmissions, and differentials to maximize useful life and avoid costly catastrophic failures. As a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated; fuel, oil transmission fluid and differential oil consumption trends; loss of power; and erratic performance.

If the CONTRACTOR determines that an engine, transmission, or differential unit needs to be overhauled or replaced, the CONTRACTOR shall notify CSA #12 staff in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, CSA #12 staff may direct the CONTRACTOR in writing to proceed with the recommended work.

Engine, transmission, and differential overhaul shall be performed by a factory authorized repair shop, approved by CSA #12 staff in advance of the work, using only OEM parts and OEM minimum overhaul standards.

CSA #12 will reimburse the CONTRACTOR only for the actual costs incurred for engine, transmission and differential work accomplished following the above guidelines. If CSA #12 staff determines that such work was a result of poor maintenance and repair performance, failure to monitor overhaul criteria, neglect or abuse by the CONTRACTOR, CSA #12 will not be liable for such costs. The CONTRACTOR must submit a detailed invoice to CSA #12 for all such work.

3.8 Parts Inventory

The CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.

3.9 Tools and Equipment

All tools and equipment used for Plumas Transit Systems' preventive maintenance shall be provided and maintained by the CONTRACTOR.

3.10 Vehicle Towing

If towing of any Plumas Transit Systems' vehicle is required due to mechanical failure or damage, the CONTRACTOR shall be responsible for providing such towing.

3.11 Maintenance and Repair Records and Reports

The CONTRACTOR shall prepare, maintain, and make available to CSA #12 staff, records and data related to vehicle and vehicle accessory maintenance and repair. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle.

All such records and reports shall be prepared and maintained in a manner to fulfill any applicable state or federal requirements, as well as any needs of CSA #12 to enable it to accurately evaluate the CONTRACTOR'S maintenance and repair performance and the operating expense associated with various CSA #12 vehicles and equipment.

Records of all maintenance and repair and inspections shall be made available to CSA #12 staff, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. CSA #12 staff maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in the performance of this agreement and any equipment used in the performance of maintenance and repair work to ensure compliance with this agreement.

Such an inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. The CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested.

If the CONTRACTOR is instructed by CSA #12 or any other regulatory agency to remove any equipment from service due to mechanical reasons, the CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

The CONTRACTOR shall prepare maintenance and repair records and reports in a form and according to a schedule approved by CSA #12 staff. Such records and reports shall include, but not be limited to, daily vehicle inspections and servicing checklists, repair and work orders, and road call reports or work orders.

3.12 Emissions Control Programs

The CONTRACTOR shall be responsible for complying with the California Air Resources Board (CARB) requirements and shall meet all applicable vehicle emissions standards.

3.13 Fuel

The CONTRACTOR shall utilize the Public Works Centralized Fueling Facility located at 1834 East Main Street in Quincy to provide fuel required in the operation of Plumas Transit Systems. The Contractor shall utilize and operate the Fueling Facility in compliance with the operations guidelines provided by the Plumas County Public Works Department unless otherwise prevented to do so.

Fuel costs for the operation of Plumas Transit Systems service shall be the responsibility of CSA #12. The CONTRACTOR shall provide monthly reports that include information detailing gallons dispensed and miles per gallon for each vehicle as well as year-to-date information.

3.14 Body Damage and Appearance

All buses and equipment shall be maintained in good condition, including proper painting, proper signage, clean windows, with special attention given to wheels and tires. Any visible body damage to fleet buses or equipment shall be repaired within twenty-one (21) days if possible.

3.15 California Highway Patrol Inspections

The Contractor is responsible for ensuring that all required California Highway Patrol (CHP) Inspections receive a satisfactory rating.

Exhibit B

Plumas Rural Services - Plumas Transit Systems Application

COST PROPOSAL WORKSHEETS

Revenue Service Hours, Actual 6,190
Revenue Service Hours, Proposed 6,500

FIXED HOURLY RATE PER REVENUE SERVICE HOUR	
Cost Elements	**Base Contract, 2025-26 through 2027-28**
Driver Wages	$53.93
Driver Benefits	$20.86
Maintenance Oversight	
Washing	$0.15
Other:	
Other:	
Total Fixed Hourly Rate per Revenue Service Hour	**$74.93**

TOTAL COST PROPOSAL	
Cost Elements	**Base Contract, 2025-26 through 2027-28**
Vehicle Revenue Service Hours	6,500
Price Calculation	
Fixed Hourly Rate	$74.93
Fixed Monthly Rate	$36,493.45
Fixed Hourly Rate x 6,500 (A)	$487,051.06
Fixed Monthly Rate x 12 (B)	$437,921.36
Total Maximum Annual Cost (A+B)	$924,972.41

FIXED MONTHLY RATE CALCULATION	
Cost Elements	**Base Contract, 2025-26 through 2027-28**
Transit Manager Salary	$5,205.20
Transit Manager Benefits	$2,036.72
Dispatcher Wages	$4,333.33
Dispatcher Benefits	$1,901.40
Clerical Staff Wages	$761.28
Clerical Staff Benefits	$307.96
Other Wages/Benefits	$7,909.87
Overtime	
Paid Time Off	
Employee Incentives	$166.67
Training Expenses	$563.47
Safety Expenses	$183.33
Janitorial/Shelter Maint	$563.06
Telephone	$425.69
Utilities	$691.67
Lease/Rent	$1,370.46
Office Supplies	$1,083.33
Cell Phone Fees	$165.00
Liability Insurance	$833.33
Collision Comp. Insurance	$4,166.67
Workers Comp. Insurance	
Performance Bond	
Accounting	$1,250.00
Non-Revenue Vehicle	$233.33
Management Fee	
Profit	
Other (Describe)	
Equipment Lease	$316.67
Building Maint/Repairs	$1,333.33
Contract Svcs (snow removal)	$208.33
Legal/License/Prof. Fees	$316.67
Dues/Memberships	$166.67
Total Fixed Monthly Rate	**$36,493.45**

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Interim Director of Environmental Health**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer of $1,178.98 from 2055051 51000 "Regular Wages" to 2055051 51060 "Overtime" to cover unanticipated staff overtime and payout of compensatory time balance due to promotion; discussion and possible action; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer of $1,178.98 from 2055051 51000 "Regular Wages" to 2055051 51060 "Overtime" to cover unanticipated staff overtime and payout of compensatory time balance due to promotion; discussion and possible action; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Compensitory payout and overtime pay due to non-exempt overtime worked during the "Gold Fire" Emergency Operations Center activation and for evacuee shelter inspections on or about July 22nd - 25th; and non-exempt participation in a public meeting for drought preparedness on July 24th.

Action:

Approve and authorize supplemental budget transfer of $1,178.98 from 2055051 51000 "Regular Wages" to 2055051 51060 "Overtime" to cover unanticipated staff overtime and payout of compensatory time balance due to promotion; discussion and possible action; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

No anticipated increase in General Fund impact due to unspent and budgeted regular wage funds.

Attachments:

1. Environmental Health Supp Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date 2/6/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☑	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
	2055051	51000	Regular Wages	1,178.98
			Total (must equal transfer to total)	1,178.98

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
	2055051	51060	Overtime	1,178.98
			Total (must equal transfer to total)	1,178.98

RECEIVED
FEB 07 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Unplanned overtime used

B) Vacant positions

C) Overtime not normally budgeted

D) N/A

Approved by Department Signing Authority: _____

__/__ Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Interim Director of Environmental Health**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Letter of Support to the Honorable Heather Hadwick, California State Assembly, in support of AB993, "An act to amend Section 25404.8 of the Health and Safety Code, relating to hazardous materials", Rural Certified United Program Agency (CUPA) Reimbursement program, as introduced February 20, 2025; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign a Letter of Support to the Honorable Heather Hadwick, California State Assembly, in support of AB993, "An act to amend Section 25404.8 of the Health and Safety Code, relating to hazardous materials", Rural Certified United Program Agency (CUPA) Reimbursement program, as introduced February 20, 2025; discussion and possible action.

Background and Discussion:
Plumas County Environmental Health is a General Fund department that collects fees for services, and also receives State grants to offset the costs of specific enforcement programs. Currently, Environmental Health receives $60,000 annually for the Rural Certified United Program Agency (CUPA) program. This legislation would increase the CUPA grant funds from $60,000 to $100,000 annually and would also allow certain currently ineligible counties to qualify for CUPA grant funding.

Action:

Approve and authorize Chair to sign a Letter of Support to the Honorable Heather Hadwick, California State Assembly, in support of AB993, "An act to amend Section 25404.8 of the Health and Safety Code, relating to hazardous materials", Rural Certified United Program Agency (CUPA) Reimbursement program, as introduced February 20, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:
1. LOS Assemblywoman Hardwick SB993 2025

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

March 11, 2025

The Honorable Heather Hadwick
Member, California State Assembly
1021 O Street, Suite 5710
Sacramento, CA 95814

RE: Assembly Bill 993 – SUPPORT

Dear Assembly Member Hadwick,

On behalf of Plumas County, we are pleased to support your Assembly Bill 993 regarding Rural Certified Unified Program Agency (CUPA) Reimbursement Program.

Assembly Bill 993 expands eligibility for CalEPA's Rural CUPA Reimbursement program and increases the maximum annual award to account for inflation.

CUPAs are local agencies that oversee consolidated permitting, inspection, and enforcement programs that protect the public and first responders from accidental releases or spills of hazardous materials and wastes. CUPAs oversee hazardous materials business plans, underground storage tanks, aboveground storage tanks, accidental release prevention programs, hazardous waste management, and hazardous waste tiered permitting programs. CUPAs are often the first to assess wildfire debris for the presence of hazardous materials.

The Rural CUPA Reimbursement Program provides small counties with a population under 150,000 residents and whose CUPAs were certified after January 1, 2000, with up to $60,000 annually to reimburse counties for program implementation costs. Thirteen counties[1] are currently eligible for the Rural CUPA Reimbursement program.

[1] Calaveras, Colusa, Glenn, Inyo, Lassen, Mariposa, Modoc, Plumas, Sierra, Sutter, Tehama, Trinity, and Yuba Counties.

Twelve additional counties[2] meet the population threshold, but had CUPAs certified before January 1, 2000, and so are ineligible for reimbursement.

AB 993 increases the Rural CUPA Reimbursement cap from $60,000 to $100,000, which nearly makes up for lost purchasing power due to inflation since the cap was established in 2001. AB 993 also expands program eligibility to those twelve remaining small counties. These changes strengthen the ability of rural counties to prevent and respond to local hazardous waste and hazardous materials emergencies, ensure first responders are aware of the dangerous chemicals and substances stored in the buildings throughout the communities they protect, and help prevent underground and aboveground storage tank leaks that may contaminate land and drinking water supplies.

For these reasons, we are pleased to support AB 993.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas

Cc: The Honorable Damon Connolly, Chair, Assembly Committee on Environmental Safety and Toxic Materials
Josh Tooker, Chief Consultant, Assembly Committee on Environmental Safety and Toxic Materials
Gino Folchi, Consultant, Assembly Republican Caucus Office of Policy and Budget

[2] Alpine, Amador, Del Norte, Humboldt, Lake, Mendocino, Mono, Napa, Nevada, San Benito, Siskiyou, and Tuolumne Counties.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Adopt RESOLUTION Authorizing Application for and Receipt of Permanent Local Housing Allocation Program Funds; (No General Fund Impact) approved as to form by County Counsel. Roll call vote**

Recommendation:

Adopt **RESOLUTION Authorizing Application for and Receipt of Permanent Local Housing Allocation Program Funds**; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

Resolution will authorize the Behavioral Health Director to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant award as the department may deem appropriate.

Action:

Adopt **RESOLUTION Authorizing Application for and Receipt of Permanent Local Housing Allocation Program Funds**; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No General Funds

Attachments:

1. 4980 FINAL
2. 0592_001

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS

The **supervisors** of the **County of Plumas** ("Applicant") hereby consent to, adopt and ratify the following resolution:

A. **WHEREAS,** the State of California (the "State"), Department of Housing and Community Development ("Department") is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

B. **WHEREAS,** the State Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

C. **WHEREAS,** Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

D. **WHEREAS**, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, of **$727,093**, in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
5. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
6. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

7. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
8. **Behavioral Health Director** is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.
9. This Resolution shall supersede Resolution No. 2020-8508 adopted by the Plumas County Board of Supervisors on August 11, 2020.

The foregoing Resolution was duly PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the _____by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Said resolution to be effective as of the _____.

Signature of Approving Officer

_____

Kevin Goss, Chair
Board of Supervisors

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of said Board of Supervisors does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the ***Board of Supervisors of the County of Plumas*** which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:_____

Signature of Attesting Officer

Allen Hiskey, Clerk of said Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER: 20-PLHA-15096

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
County of Plumas

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
6/30/2030

3. The maximum amount of this Agreement is:
$121,182.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PLHA Program Terms and Conditions	9
Exhibit E	Program-Specific Provisions and Special Conditions	3
	TOTAL NUMBER OF PAGES ATTACHED	20

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
County of Plumas

CONTRACTOR BUSINESS ADDRESS: 520 Main Street, Room 205 | CITY: Quincy | STATE: CA | ZIP: 95971

PRINTED NAME OF PERSON SIGNING: Tony Hobson

TITLE:

CONTRACTOR AUTHORIZED SIGNATURE:

DATE SIGNED: 2-25-21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS: 2020 W. El Camino Ave., Suite 130 | CITY: Sacramento | STATE: CA | ZIP: 95833

PRINTED NAME OF PERSON SIGNING: Shaun Singh

TITLE: Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

Approved as to form:

2/23/21

COUNTY COUNSEL

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program"), this Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued a Notice of Funding Availability (the "NOFA"), dated February 26, 2020, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

A. The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

EXHIBIT A

2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.

3) Matching portions of funds placed into local or regional housing trust funds.

4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.

6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

   a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

   b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7) Accessibility modifications in Lower-income Owner-occupied housing.

EXHIBIT A

8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

9) Homeownership opportunities, including, but not limited to, down payment assistance.

10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.

B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are "activity costs" and not subject to the cap on "administrative costs." A Local government may share any funds available for administrative costs with entities that are administering its allocation.

C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.

D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 "Eligible Activities". This loan guarantee Activity must be identified and fully explained in the Applicant's "Plan".

EXHIBIT A

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
Grant Management Section, Suite 400
2020 West El Camino Avenue, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Tony Hobson, Ph.D.
Authorized Representative Title:	Director, Behavioral Health Department
Agency Name:	County of Plumas
Address:	270 County Hospital Road, Suite 109 Quincy, CA 95971
Phone No.:	(530) 283-6307
Email Address:	thobson@pcbh.services

7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").

B. This Agreement shall terminate on June 30, 2030.

EXHIBIT A

C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.

D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The budget detail is contained in Exhibit E in this Agreement.

Contractor will be responsible for maintaining oversight of grant amounts and determining whether an amended PLHA Plan is required due to reallocation of more than ten percent among Activities funded per Section 302(c)(5).

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

A. Government TIN Form, as applicable.

B. No Funding will be disbursed to Contractor unless Contractor and any delegating Local government has an approved Housing Element and is in compliance with the Housing Element Annual Progress Report requirements, pursuant to PLHA Program Guidelines section 302(a) and (b).

C. Contractor shall not be eligible to receive a new allocation if the Contractor has accrued an uncommitted amount of four times the pending allocation if the pending allocation is $125,000 or less; or $500,000 if the pending allocation is greater than $125,000 and less than $500,000; or the amount of the pending allocation if the allocation is $500,000 or more.

3. Performance

A. All funds must be disbursed within fifty-eight months of the budget appropriation. Funds that are not disbursed within fifty-eight months of the budget appropriation will revert to the Housing Rehabilitation Loan Fund.

EXHIBIT B

B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be reduced proportionate to those years already allocated, calculated at the time that the appropriation is reduced or terminated and reduced accordingly. All subsequent years shall be terminated, and the grant agreement shall be of no further force and effect, after amounts due for the period upon the reduced appropriation or termination are returned by the Contractor to the State. In this event, the State and Contractor shall be relieved of any and all obligations under this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the Agreement and amount allocated to Contractor.

4. Fiscal Administration

A. The Contractor may request a disbursement of 100 percent of total awarded Grant funds after executing the Standard Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent of the Grant amount.

B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual report.

C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.

D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another activity without an amendment to this Agreement. This request must be made in writing to HCD if the change from one activity to another exceeds ten percent of the grant amount and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness per Section 302(c)(5).

EXHIBIT B

5. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the subsequent years covered under this Agreement does not appropriate sufficient funds for the program this Agreement shall remain in force and effect until the time of notice of reduced or terminated appropriation, The Agreement shall be terminated by the State by providing Contractor written notice of not less than thirty days prior to the effective date of the termination. In the event of termination by the State due to lack of Budget appropriation, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement on the effective date of termination and the Contractor shall return the amount for subsequent year allocations.

B. Subject to Section 5A. above, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

PLHA PROGRAM TERMS AND CONDITIONS

1. **Effective Date, Commencement of Work**

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. Contractor agrees that work under this agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. **Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), and this Agreement.

3. **Contractor's Application for Funds**

A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

EXHIBIT D

4. Eligible Activities

Grant funds awarded to the Contractor and expended by either the Contractor or any entity to which Contractor awards funds shall be used for the eligible activities set forth in Exhibit A as required by the PLHA Statutes. The following additional requirements shall apply:

A. Each Contractor shall submit a Plan detailing:

1) The manner in which allocated funds will be used for eligible activities.

2) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below sixty percent of AMI. Programs targeted at households at or below sixty percent of AMI will be deemed to meet this requirement.

3) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

4) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.

5) The following for each proposed Activity:

a) A description of each proposed Activity, pursuant to Section 301 of the Guidelines and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to Affordable Owner-Occupied Workforce Housing (AOWH).

b) The projected number of households to be served at each income level and a comparison to the unmet share of the Regional Housing Needs Allocation (RHNA) at each income level.

c) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.

d) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

EXHIBIT D

6) The Plan is required to be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than ten percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.

7) If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:

   a) PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with the Eligible Activities per Section 301 of the Guidelines; or,

   b) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,

   c) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities per Section 301 of the Guidelines.

8) If funds are used for the development of an affordable rental housing project, the Local government shall make the PLHA assistance in the form of a loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.

9) A program income reuse plan describing how repaid loans shall be reused for eligible activities specified in Section 301 of the Guidelines.

EXHIBIT D

5. Core Practices

A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

6. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with PLHA requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. As requested by the Department, the Contractor shall submit to the Department all PLHA monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

7. Reporting/Audits

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2021 and will report all activities from date of initial fund disbursement through June 30, 2021.

B. The annual report shall contain a detailed report which must include, at a minimum:

1) Identification of the Eligible Activities to which the Contractor committed program funds, and the income levels of households assisted.

EXHIBIT D

2) Amounts awarded to Subrecipients with the activity(ies) identified;

3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and,

4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.

C. The Department may request additional information as needed to meet other applicable reporting or audit requirements.

D. The Contractor is responsible for the completion of audits and all costs of preparing audits.

E. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.

F. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

8. Retention and Inspection of Records

A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

EXHIBIT D

B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.

C. The Contractor further agrees to retain all records for a period of five years after the end of the term of this Agreement:

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.

2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding $10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

9. Breach and Remedies

A. The following shall each constitute a breach of this Agreement:

1) Contractor's failure to comply with the terms of this Agreement.

EXHIBIT D

2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:

1) Bar the Contractor from applying for future PLHA and other HCD funds;

2) Revoke any other existing PLHA award(s) to the Contractor;

3) Require the return of any unexpended PLHA funds disbursed under this Agreement;

4) Require repayment of PLHA funds disbursed and expended under this agreement;

5) Require the immediate return to the Department of all funds derived from the use of PLHA funds including, but not limited to recaptured funds and returned funds;

6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the PLHA Program requirements; and,

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive.

D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than fifteen days.

EXHIBIT D

10. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PLHA Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

11. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

12. Relocation

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

EXHIBIT D

13. Special Conditions Contractors and Subrecipients

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

14. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **$121,182**

Estimated five year allocation may not exceed: **$727,093**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: **County of Plumas** Amount: **$121,182**

Plan:

1. Activity 1 - Provide a description of how allocated funds will be used for the proposed activity.

The PLHA funds will be used for predevelopment costs associated with the new construction of a 60-unit multifamily affordable rental housing project, of which 15 units are NPLH permanent supportive housing. Predevelopment costs may include environmental/soil studies, engineering studies, architecture plans, etc.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	Affordable Rental Housing				
Percentage of Funds Allocated for each Activity	100%				
Area Median Income Level Served	20%				

EXHIBIT E

2. Activity 5 - Provide a description of how allocated funds will be used for the proposed activity.

The PLHA funds will be deposited in a reserve to be used for Supportive Services costs associated with the NPLH new permanent supportive housing project.

Funding Allocation Year	**2019**	**2020**	**2021**	**2022**	**2023**
Type of Activity		New Construction	New Construction	New Construction	New Construction
Percentage of Funds Allocated for each Activity		67%	67%	67%	67%
Area Median Income Level Served		20%	20%	20%	20%

3. Activity 6 - Provide a description of how allocated funds will be used for the proposed activity.

The PLHA funds will be used to provide Transitional Housing rental assistance for persons experiencing or at risk of homelessness with incomes at 30% AMI or less.

Funding Allocation Year	**2019**	**2020**	**2021**	**2022**	**2023**
Type of Activity		Transitional	Transitional	Transitional	Transitional
Percentage of Funds Allocated for each Activity		33%	33%	33%	33%
Area Median Income Level Served		30%	30%	30%	30%

EXHIBIT E

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order and approve and authorize the Budget Transfer of $107,000 from Professional Services (account 521900), to PW Industrial Equipment (account 540900), a fixed asset account within the Road Fund budget. Discussion and possible action. (Four/Fifths roll call vote)**

Recommendation:
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair and Public Works Director to sign attached Purchase Order totaling $1,025,697.72 and authorize the Road Department to Transfer $107,000 from Professional Services to PW Industrial Equipment.

Background and Discussion:
The Board of Supervisors approved the purchase of six Class 5 diesel snowplow/sander/dump trucks and one Class 5 diesel mechanics service truck on March 21, 2023. The total approved by the BOS was not to exceed $928,000. The quote was for 2023 4-wheel drive, but there was an extreme shortage being post Covid, so 2024 model was acquired. This resulted in an upcharge of $4,400. The dump body price increased $5,000 due to steel prices and upfit costs. The hydraulic system had to be reconfigured due to a design flaw in the power take off causing transmission failures. The upfit had to be altered to work correctly without damaging the transmission and cost $9,893.92. These three items total $19,293.92, but Future Ford is reducing that amount to an additional $15,193 per truck or 13.4%. The mechanics truck price has not increased from the original quote.

Public Works has been waiting almost two years for these trucks, which are CARB compliant, are versatile to be used in winter and summer with no restrictions and can be driven by road crew that do not have a commercial license. In addition, the trucks that these are replacing can only be used maximum of 200 hours per year plus snow removal, so it's critical to get these trucks into service. To go out to bid on similar vehicles with 2025 model year would cost more than the supplied 2024 model and would result in further significant delay for delivery.

Funds have been received from RMRA funds totaling $903,187.85, which leaves $122,509.87 to be paid from the Road Fund. This results in an additional $98,449.63 paid by the Road Fund due to increases.

The FY24/25 annual budget was approved by the Board of Supervisors on October 1, 2024, however, due to delays in receiving the trucks from the manufacturer, as well as unforeseen increases in aftermarket equipment costs, the cost of the trucks will come in above the approved budget.

As there are projected savings in the Professional Services expense line item, the Department is recommending that the Board of Supervisors approve the attached budget request to allow the Department to pay for this project in this current 24/25 fiscal year.

Action:

Approve and Authorize the Chair and Public Works Director to sign attached Purchase Order and approve and

authorize the Budget Transfer of $107,000 from Professional Services (account 521900), to PW Industrial Equipment (account 540900), a fixed asset account within the Road Fund budget. Discussion and possible action. **(Four/Fifths roll call vote)**

Fiscal Impact:

No General Fund impact. Road Dept budget.

Attachments:

1. CV68960 PLUMAS INVOICE
2. PLUMAS COUNTY F550 INVOICE REV
3. Budget Transfer

Future Ford of Sacramento

INVOICE

4625 Madison Ave.
Sacramento, CA 95841 (916)349-3329

SOLD TO: PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
1834 EAST MAIN ST
QUINCY CA 95971

SHIPPED TO:
Same

INVOICE NUMBER	CV68960
INVOICE DATE	January 30, 2025
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	
SALES REP	Alex Panchenko
SHIPPED VIA	
F.O.B.	Sacramento
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2024 F550 MECHANICS TRUCK 1FDUF5HT6RDA28379		183,969.00
		LICENSE FEES	129.50
		TAX	13,343.92
			197,442.42
			$197,442.42 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Alex Panchenko
916-349-3310
apanchenko@futurefordofsac.com

MAKE ALL CHECKS PAYABLE TO:
Future Ford
Attn: Accounts Receivable
4625 Madison Ave.
Sacramento, CA 95841

THANK YOU FOR YOUR BUSINESS!

Future Ford of Sacramento

INVOICE

4625 Madison Ave.
Sacramento, CA 95841

916-331-7600

SOLD TO:
PLUMAS COUNTY PUBLIC WORKS
1834 E. MAIN ST
QUINCY, CA 95971

SHIPPED TO:
SAME

INVOICE NUMBER	2023P
INVOICE DATE	
Client Number	
Your Purchase Order	
TERMS	
SALES REP	CAL NELSON
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

YOUR PO#

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	2024 F550 DIESEL 4X4 TRUCK, SPARE TIRE, PLATFORM RUNNING BOARDS, ENGINE BLOCK HEATER, SKID PLATES SNOW PLOW PREP PACKAGE, HIGH CAPACITY TRAILER TOW RAPID SUPPLEMENTAL HEATER, LIMITED SLIP, FOG LAMPS BACK UP ALARM, REMOTE START SYSTEM, SCELZI DUMP BED, FORD PTO, HYD PUMP, HYDTANK, RELIEF	128,626.00	771,756.00
VIN#S	VALVE INSTALLED, SNOQUIP INSTALLE PRK TURN CONTROL HARNESS, PISTOL GRIP MOUNT AND PISTOL GRIP, 2 YARD 8' SPREADER 9FT OVERLAY BLADE CARBIDE DOUBLER, NYLON STRAP MOUNTING KIT		

SUBTOTAL	771,756.00
DOC FEES	510.00
TAX	55,989.30
	$828,255.30

DIRECT ALL INQUIRIES TO:
CALVIN NELSON
916-521-4405
CNELSON@FUTUREFORDOFSAC.COM

MAKE ALL CHECKS PAYABLE TO:
Future Ford
Attn: Accounts Receivable
4625 Madison Ave.
Sacramento, CA 95841

THANK YOU FOR YOUR BUSINESS!

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Roads Dept. No: 20521 Date 2/25/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0002	20521	521900	Professional Services	107,000.00
			Total (must equal transfer to total)	107,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0002	20521	541900	PW Industrial Equipment	107,000.00
			Total (must equal transfer to total)	107,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) "PW Industrial Equipment" expenses higher than budgeted in FY24/25

B) The line item for "Professional Services" is anticipated to come in lower than budget

C) Payment needs to be made from FY24/25 budget

D) _____

Approved by Department Signing Authority: Damin Fink

_____ Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2024-2025 as submitted and recommended; discussion and possible action.**

Recommendation:
Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2024-2025 as submitted and recommended; discussion and possible action.

Background and Discussion:
On February 19, 2025, the Community Corrections Partnership Executive Committee convened to discuss the updated Public Safety Realignment Implementation Plan. Upon further discussion and amendments, a final draft was proposed.

Attached is the updated Plan to correspond with the approved budget for the 2024-2025 Fiscal Year and the updated survey, which reflects year-end goals for Fiscal Year 2023-2024 and upcoming goals for Fiscal Year 2024-2025.

Action:

It is respectfully recommended that the Board of Supervisors approve the Public Safety Realignment Implementation Plan Update and Survey for Fiscal Year 2024-2025.

Fiscal Impact:

No Fiscal Impact.

Attachments:
1. Plumas County CCP Realignment Plan FY24.25
2. FY 24-25 CCP Survey Part A
3. FY 24-25 CCP Survey Part A - Additional FY24-25 Goal 4
4. FY 24-25 CCP Survey Part A - Additional FY24-25 Goal 5
5. FY 24-25 CCP Survey Part B

Public Safety Realignment

Implementation Plan Update 2024/25



The vision of the Plumas County Community Corrections Partnership is a collaborative approach to preventing crime, reducing recidivism, holding offenders accountable, and promoting a safe and healthy community by utilizing evidence-based and fiscally responsible policies and practices

Executive Committee of the Community Corrections Partnership

CHIEF PROBATION OFFICER, CHAIR:	Keevin Allred
DISTRICT ATTORNEY:	David Hollister
SHERIFF:	Todd Johns
SUPERIOR COURT DESIGNEE:	Sue Selegean-Dostal - Court Executive Officer
PUBLIC DEFENDER:	Craig Osborne
BEHAVIORAL HEALTH:	Sharon Sousa

OVERVIEW OF THE PUBLIC SAFETY REALIGNMENT ACT (AB109)

To comply with a United States Supreme Court decision to reduce California's prison population, and assist in alleviating the State's financial crisis, the Public Safety Realignment Act (AB109) was signed into law on April 4, 2011. AB 109 redefined felonies and shifted responsibility for both supervising and housing certain convicted felony offenders and parolees from the state to the county. Implementation of the Public Safety Realignment Act began on October 1, 2011.

Simultaneously, Section 1230.1 of the California Penal Code designated a local Community Corrections Partnership to oversee a county's Public Safety Realignment Plan. Consistent with local needs and resources, recommendations should maximize the effective investment of criminal justice resources in evidence-based correctional programs and sanctions.

Target Population of AB 109

All defendants requiring the investment of criminal justice resources.

Additional Key Elements of AB 109

Post-Release Community Supervision (PRCS): Offenders released from state prison on or after October 1, 2011, after serving a sentence for a current non-violent or non-serious offense, and/or as a non-registerable sex offense, regardless of prior convictions, are subject to PRCS for a period not to exceed three years. Petitions to revoke PRCS are filed with the Plumas County Superior Court by the Probation Department. PRCS revocations are prosecuted by the District Attorney and defended by the public defender in hearings heard by the Superior Court. Any jail time imposed as a result of the revocation is served in local custody and cannot exceed 180 days.

Custody and Mandatory Supervision: Offenders sentenced for a non-violent, non-serious, or non-high risk sex offense after October 1, 2011, can serve sentences in county jail by means of either a straight commitment or a split sentence (combination of custody time and mandatory supervision time).

State Parole Supervision: California parole agents supervise offenders with current commitments for violent or serious felony offenses, or offenders classified as "high risk sex offenders". Parolees who 2 violate the terms of their parole cannot be returned to state prison custody; rather these offenders serve any sentence for their violation in the county jail. Individuals violating the conditions of their parole can serve up to six months in jail. Effective July 1, 2013, all parole revocations are filed and heard in the Plumas County Superior Court.

Enhanced Local Custody Alternatives: The legislation encourages and supports alternatives to local jail custody with programs including work release, home electronic monitoring and pretrial services.

Community-Based Sanctions: The legislation authorized counties to use a range of intermediate sanctions to hold offenders accountable and mitigate the need for revocation hearings. Intermediate sanctions are typically progressive and may include more frequent incarceration in the county jail for no more than ten days, as well as other options.

Felony Probation: The Probation Department continues to supervise defendants placed on formal probation. In the event a formal probationer is violated, the probationer can have their probation restored or have their probation revoked and be sentenced to county jail or prison. Under Penal Code Section 1170(h), certain eligible, convicted felons sentenced to state prison, to be served in county jail as a "straight sentence", will not have any period of supervision after they complete their custody time. If sentenced to a "split sentence", a felon will be subject to supervision after their period of incarceration.

Community Corrections Partnership

By law, the Community Corrections Partnership is responsible for developing the Plan for implementing AB 109, which is then voted on and approved by the CCP Executive Committee. The CCP Executive Committee recommends the Plan to the Board of Supervisors and is responsible for advising the Board of Supervisors regarding funding, implementation, and outcomes of the Plan.

The CCP Executive Committee meets regularly and recognizes the need for county and community partners to work together to effectively provide services for this population. The Executive Committee will continue to meet regularly to address the impact of AB 109 and its historic changes to California criminal law.

The CCP's intent is to provide a plan which, consistent with the local needs and resources of Plumas County, addresses approaches maximizing the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.

Primary Goals:

- Enhance the safety of Plumas County;
- Reduce recidivism;

- Assist offenders in the journey of becoming clean and sober, stopping drug-related crime, and reuniting broken families; and
- Use evidence-based assessment tools to identify criminogenic needs and address those needs with evidence-based programs and services.

FUNDING AND BUDGETS

The Community Corrections Subaccount was created in 2011 as part of the "Local Revenue Fund 2011" as set forth in Assembly Bill 118. AB 118, as codified in Section 30025 of the Government Code, provides a funding mechanism to offset the increased burden placed on counties by AB 109. Under Section 30025(e) of the Government Code, state funds deposited into the Community Corrections Subaccount are to be used exclusively for "Public Safety Services" as defined in subdivision (i). Subdivision (i) includes, among other activities, employing and training public safety officials, including law enforcement personnel; managing local jails; and providing housing, treatment, and services for, and supervision of, juvenile and adult offenders.

OVERVIEW OF PROGRAMS AND IMPLEMENTATION STRATEGIES

The Superior Court: The Court actively participates with County agencies by referring felony and misdemeanant offenders to the appropriate service both prior to and after case adjudication. The first and third Mondays of each month, the Court presides over collaborative court sessions – Community Justice Court, Prop 47 Treatment Court and AB1810 Court. The Court meets with counsel and all treatment providers prior to the calendar calls to discuss the offender's progress and what additional or different services could be offered offenders. The goal of the Court is to order services that will assist offenders from engaging in further criminal conduct. During the regular weekly misdemeanor and felony calendars the Court makes orders referring defendants to appropriate services both pre-adjudication and, after sentencing, through terms and conditions of either formal or informal probation.

The Court is always willing to review additional resources, programs or collaborative courts that would reduce recidivism.

Sheriff's Office: The jail population has been affected since the implementation of AB 109. The jail now houses state parole violators, PRCS violators, and prison commitments pursuant to Section 1170(h) of the Penal Code. These are all populations not experienced by the Sheriff's Office prior to AB 109. The jail houses an average of 11 AB 109 or realigned offenders per month. This increases the costs associated with housing, processing, feeding, inmate health care and out-of-custody supervision. The facility has a maximum capacity of 67 inmates and is outdated. The facility is staffed 24 hours a day, 365 days per year in compliance with State minimum standards for the operation of local detention facilities. Jail staff consists of 1 Jail Commander, 5 Sergeants, and 19 Correctional Officers. Of these staff, 2 full time Correctional Officer positions are funded through AB 109. The average cost to house an inmate is $179.31.

Alternative Custody Sentencing: Inmates who pose a low risk to public safety earn the ability to be placed on electronic monitoring, house arrest, work and educational programs or weekend commitments. This is determined by the crime they are convicted of, their criminal history, need for alternative custody and the length of time of their commitment. Low risk offenders can be allowed to spend their entire commitment on a program. This is based on several factors. Inmates that are incarcerated to longer sentences can be released on a program. These inmates typically must serve at least half of their time in custody, have completed some target programming, have established a stable living environment and typically have employment and or educational programs in place. The correctional staff spend time with the inmates and assist them with job applications, interview skills, obtaining basic employment needs such as a social security card, driver's license and birth certificates. More recently, correctional staff have assisted inmates in enrollment at FRC, assisted with financial aid packets and scheduling classes to help in their educational needs. Inmates that qualify for educational furlough have ridden public transport to F.R.C. from the jail and lived off-site and attended school. The correctional staff have also assisted inmates with applications for local jobs and transported those qualified to interviews. Three inmates have been hired locally and are participating in the work furlough program and eventually transitioned to home detention.

In order to help prepare for transition from the correctional facility to the general public, some inmates are selected to participate in work off the facility grounds when available. This allows the inmate to gain work experience and better their chances for future employment upon release. In house, we allow qualified inmates to participate in the culinary program. Not only does this program provide basic healthy cooking skills, it gives the inmates opportunity to obtain a "Safe Serve" certificate to assist them in finding work in the restaurant industry upon release. Inmates can also be selected to the courthouse cleaning crew which helps to provide them with basic sanitation skills which can lead to employment in janitorial services. These are an important component of making inmates self-sufficient prior to release from the facility and reducing recidivism. The 2 Correctional Officer positions are assigned to overseeing the monitoring of the inmates in these programs, however several officers assist in order to make all programs function properly.

AB 109 funds are utilized to fund two full time Deputy Sheriff positions. These positions assist Corrections with the Electronic Monitoring Program by; completing the preliminary search of a residence and confirming the actual address where the inmates lists as their residence. Additionally, Deputies conduct random and requested contacts on participants in the program. Deputies are also used to confirm participants are at work when participating in the work release program and relay any discrepancies when noted. When violations occur, Deputies assist corrections in returning participants and their monitoring equipment to the facility. They continually assist in monitoring inmates enrolled in Alternative Custody Programs and accompany the Deputy Probation Officers in the field and perform patrol work. These positions also assist the District Attorney's Alternative Sentencing / Prop 47 Program with checks on their clients when requested to do so.

Medicated Assisted Treatment (MAT) has been implemented and continues in the jail for inmates who use or have a history of opioid use or abuse. This program was initiated in the medical field throughout the nation and pushed into the criminal justice system and corrections in an effort to reduce opioid overdose deaths. The participants in this program range from one inmate to ten inmates at any given time being

treated inside the facility. This has caused increases in prescribed medications, counseling and medical treatment, which has had a fiscal impact.

Through partnerships with other county departments, schools, and community organizations, inmates also have access to services from the Behavioral Health Department, to include tele-psych, Celebrate Recovery substance abuse counseling, individual and group counselling; a college correspondence course, and when possible attending FRC, Bible Study, and the Mise En Place culinary arts program in which the inmates earn a safe serve certificate. We have had the opportunity to assist the Parks and Recreation Department with maintaining playground equipment. This experience led to two inmates getting jobs upon release, one with the Park and Recreation Department and the other with a local contractor. Our Culinary class has provided meals to sell for FRC's horse auction, served at a Rotary function and assisted in prepping food for other community events. All these experiences has led to better community understanding of our programs and given the inmates an opportunity to re-establish into their communities.

The future goals of the Sheriff's Office are to expand on contact with AB-109 clients by patrol. The intent is to take a mentoring approach by patrol staff. Many times, the only contact an AB-109 client has with patrol is when they have violated their terms or are suspected of a crime. By patrol engaging in a routine check on clients, the goal is to better address any issues before they become a criminal violation. Engaging with patrol in a positive light will institute a feeling of support and assistance and can provided indicators of what services may be lacking when a client is struggling to succeed. These contacts may be by a solo officer or in conjunction with Probation.

In corrections, we intend to continue to look for additional educational and job training services. Staff has continually reached out to local businesses who may be able to employ likely candidates. We have and will continue to expand any job training programs within the county to increase the likelihood of inmates having employment and bettering the success rate upon release. The overall goal within the correctional facility is to have all aspects of re-entry services established and functioning at a high level prior to opening the new facility where all services will be provided at the Daily Reporting Center by the different departments in our county.

Probation Department: The Probation Department is implementing evidence-based practices, including but not limited to, a behavior response matrix, data collection, Cognitive Behavioral Therapy (CBT) Journaling, , and completion of needs assessments and case plans. Recent years have witnessed continued progress toward becoming a research-driven organization . Staff remain dedicated to strategies that promote positive behavior change in offenders, reduce recidivism and ultimately enhance community safety.

The Probation Department investigates, assesses, and supervises offenders; and is an essential, neutral arm of the Court. Probation utilizes the Static Risk and Needs Assessment (SRNA) to assess defendants prior to sentencing, who are not recommended for a prison commitment. In addition, staff assess offenders who

are released in the community under PRCS. Review of the CDCR pre-release packet and participation in a Pre-release Video Conference with CDCR enable Probation Officers to prepare the defendant for reentry. Based on risk scores, offenders are assigned to the appropriate supervision guidelines.

Those released under PRCS are placed on an AB 109 caseload for Intensive Supervision. Other caseloads supported by realignment funding may include; High Risk, Moderate Risk, Domestic Violence, DUI, Sex Offender and Community Justice Court. Caseload ratios will average 20:1-50:1, depending on the number of clients receiving intensive supervision services. Support, fiscal, data, and supervisory staff provide support to the Probation Officers. In order for Deputy Probation Officers to effectively supervise clients, the American Probation and Parole Association (APPA) Standards recommend moderate to high-risk caseloads not exceed 50 and intensive supervision caseloads not exceed 20. This Department combines these caseloads and includes Community Justice Court and Re-Entry clients. Clients assigned to these caseloads are assessed using the Offender Needs Assessment (ONA), an evidence-based assessment tool, and provided programming and services targeting their top criminogenic needs. A case plan will be developed and updated as necessary with the client, focused on their top criminogenic needs, in order to assist the offender to be successful in the community, thus minimizing the risk to reoffend.

Comprehensive supervision and case management includes risk and needs assessments, collaborative case planning, exposure to a variety of treatment options, use of motivational interviewing, drug testing, field contacts, electronic monitoring, swift and certain responses to violations using graduated sanctions and incentives to promote positive behavior change, and other efforts to support the successful reintegration of offenders back into the community.

Housing: CCP funds will be used to partially support a contract for transitional housing. PRCS clients will be prioritized. Transitional housing services will include intensive case management, case planning, life skills training and access to all services provided by the Probation Department, as well as referrals to other applicable service providers. Participants will receive intensive supervision and support.

Intensive Supervision: A critical component to enhancing public safety and reducing recidivism begins with holding clients accountable through field visits, searches, case planning, victim contacts, and collateral contacts. The Probation Department provides evidence-based assessments, graduated sanctions, interventions, drug testing, electronic monitoring, apprehension of offenders who violate the conditions of their supervision, positive incentives, and reporting to the Court.

Collaborative Offender Reentry Program (CORP): This program assists incarcerated clients in making a successful transition to the community by streamlining the release process, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support. Program goals include, but are not limited to, assisting clients with: Obtaining stable housing, obtaining stable employment, education services, and accessing appropriate mental health services. Currently, the Probation Department assists with transportation out of custody to the County for PRCS clients, facilitates options for stable housing, and conducts Pre-Release Video Conferencing (PRVC). This program has expanded to locally incarcerated individuals and implementation of Getting It Right cognitive behavioral reentry journaling.

Electronic Monitoring and GPS: This program provides a viable alternative to jail incarceration and allows offenders to maintain employment and/or schooling, obtain services, and care for their family under increased supervision. This program assists with reintegration, accountability, and monitoring. Alternative electronic monitoring via the Repath Platform mobile phone application has been recently implemented, allowing for multiple supervision levels, including location monitoring, biometric check-in, and court/appt. reminders, curfew monitoring, exclusion zones, enhanced communication, and access to services.

Drug/Alcohol Testing: Drug testing often supplements offender drug treatment, relapse prevention, and is often a condition of supervision. The Plumas County Probation Department has drug testing locations in Quincy and Portola. This program also includes 24/7 alcohol monitoring.

Interactive Journaling: The Probation Department facilitates the Courage to Change journaling series to adult clients. This program assists clients in making positive and lasting life changes. It is an evidence-based approach to helping clients move through the stages of change.

52- Week Batterer's Intervention Program: This online program, offered through Streets2Schools, assists both male and female clients, supervised by the Probation Department, in their desire to stop the abusive behaviors they have chosen in the past. The primary purpose of this program is to protect those in the community who have been a victim of domestic violence. This purpose is pursued by offering skills of accountability, healthy life choices, and non-violent relationships that respect both themselves and those who they are in a relationship with. These skills are to be used as options when coping with difficult relationship issues. Each participant's program follows a treatment plan that includes standardized elements and can have case-by-case collateral requirements designed to help increase their benefit from the program and reduce their likelihood of recidivism. This program meets all current California Penal Code 1203.097 standards regarding such programs.

Sex Offender Treatment: Clients convicted of certain sex-related offenses are provided with an approved Sex Offender Management Program. The program may include individual counseling, family counseling, and polygraphs to help addicts deal with issues underlying their addiction, shame, guilt, and pain.

Intensive Outpatient Treatment: This program is currently offered by the Behavioral Health Department through trained facilitators. It is an indispensable element of effective substance abuse and mental health treatment. Additionally, the Behavioral Health Department provides clients with other resources and referrals such as therapy and housing.

Further Collaborations: The Probation Department maintains relationships with various community organizations to provide opportunities that promote client success, including but not limited to: Celebrate Recovery, Work/job programs and services, housing and transitional assistance, mental health/substance abuse counseling, and adult education and literacy.

District Attorney's Office: The Alternative Sentencing Program Office is located within the District Attorney's Office and works with the Courts throughout Plumas County, ancillary service providers, non-profits as well as law enforcement to ensure a quality, evidence-based pretrial release, re-entry and reintegration program is being offered in Plumas County.

The Plumas County Alternative Sentencing Program (ASP) Office exists to assist offenders in the journey of becoming clean and sober, stop drug-related crime, reduce impaired driving and reunite broken families.

By utilizing the ASP, clients are ensured safe, monitored, evidence-based assessments, referrals and services. By giving qualified defendants the opportunity to retain employment and housing as well as spend limited time in custody, ASP provides high-cost savings to taxpayers. ASP is proud to provide evidence-based and effective services that benefit the clients and the community at large.

When an individual is sentenced or referred by the Court to any track in the Community Justice Court (Diversion, AB1810, Drug Court), ASP staff will interview the offender and refer them to the appropriate treatment, education or counseling program by conducting an interview and utilizing the RANT triage tool (to include DUI), CARS-5, CARS MH, as well as Risk and Need Responsivity Tool and ORAS assessment tools. By utilizing the Alternative Sentencing program, clients are ensured safe, monitored, evidence-based assessments, referrals and services. Additionally, clients have complete and certified documentation of program enrollment and completion, which is sent directly to the Court and Probation. By helping qualified and court-referred defendants the opportunity to retain employment and housing as well as limited time spent in custody, the ASP provides high-cost savings to taxpayers. Alternative Sentencing is proud to provide evidence-based and effective services that benefit clients and the community at large.

The ASP gives the Courts, prosecutors, and defense bar additional information to streamline the Adjudication process and assist the offender in returning to work, early identification and referral to necessary counseling and treatment services. The ASP is available on all arrests that take place in Plumas County with the goal to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, and treatment that will address the offenders' criminogenic needs and at the same time help advance public safety.

Other services of the ASP may include:

- Assisting in collecting, compiling, verifying and evaluating information regarding defendant's criminal history.
- Evaluate defendant's eligibility for alternative sentencing programs and services.
- Determine when a specialized program referral is appropriate and/or necessary.
- Assist in coordinating intensive case management services for assigned defendants.
- Assist with and coordinate placement of defendants into transitional housing, substance abuse, mental health and related treatment programs.
- Serve as a resource regarding the effectiveness of specific reentry programs.
- Work with the local Corrections facility in the implementation and oversight of evidence-based programs in the jail as well as transition planning upon release.

- Oversee and manage all evidence-based services offered to offenders through the Day Reporting Center as well as through other service providers.

The ASP in the past was responsible for the creation; implementation and oversight of the Day Reporting Center, where all released participants reported and received services. That service concluded in 2016 when other county departments opted not to work with Criminal Justice system. The closing of the Day Reporting Center has dramatically impacted the recidivism rate within Plumas County and caused the level of services available to those criminally involved offenders to be reduced radically doing more harm than good for Plumas County.

Blending Reentry Integration with Diversion and Growth for Excellence (BRIDGE) Re-entry & Reintegration project: The Bridge Project will address the needs of those individuals who are transitioning from incarceration back into the community but unlikely to succeed without intensive supportive services. ASP, in collaboration with Rethink Industries and other community-based partners, will address the housing and intensive case management needs of offenders across all programming in collaboration with Bridge housing. ASP and community-based partners utilize a multi-disciplinary team approach, evidence-based treatment modalities, shared assessments, and intensive case management, planning and implementation. Participants are connected to services that best meet their needs with special attention given to specific demographics as identified with respect to race, ethnicity, gender, sexual orientation, or immigration status.

Community Justice Court (CJC): Alternative Sentencing oversees this collaborative Court program which includes multiple tracks including the AB 1810 Mental Health Diversion Court and diversion track. The goal of the CJC is for participants to learn to live their lives without alcohol and/or drugs and for them to address all the related problems associated with alcohol/drug use, especially the criminal behavior that hurt them, their family and loved ones, and the community. This program affords participants the opportunity to eliminate future criminal behavior and improve the quality of their lives while assisting them in addressing an array of legal, housing, vocational, and treatment needs as individually identified for each participant. To be successful in recovery and addressing addiction, mental health, and other issues, the participants must have access to a community-based, coordinated system of comprehensive services overseen by the Superior Court and supported and approved by criminal justice partners.

Day Reporting Center: Plumas County Day Reporting Center (DRC) is an on-site cognitive restructuring program designed to change an offender's adverse thinking patterns, provide education and job training to enable long-term employment, and hold unemployed offenders accountable during the day.

Goals of the DRC are to reduce offender rearrests, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable. These goals will be achieved by providing skill-based learning opportunities, educational and vocational training and intensive community supervision. Participants who report to the Day Reporting Center will have the opportunity to experience the following:

- Reconnection with their families
- Apply for social service benefits
- Enroll in medical benefits
- Locate and maintain stable housing
- Improve educational and vocational skills
- Find and retain meaningful work
- Participate in structured activities within the community
- Enhance their coping skills through group and peer counseling
- Structure their activities within the community

The goal is to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, treatment, sanctions and incentives that will address the offenders' criminogenic needs and at the same time help advance public safety.

Behavioral Health Department: "The mission of Plumas County Behavioral Health is to provide quality, accessible, culturally and personally sensitive behavioral health services, supported by sound, ethical business practices, to enhance people's ability to function effectively within their community." Plumas County Behavioral Health management is guided by the following principles: a) continuous learning and improvement in service delivery and administration, b) quality mental health and substance abuse services for persons of all ages, c) partnership at all levels and between all levels, d) preventive and integrative approaches to behavioral and physical health, e) dignity, respect and compassion for all persons, f) active involvement of consumers in their treatment and recovery process, and g) cooperation and support with county partners, community providers and agencies. Efficient and effective use of resources and measurable outcomes are underling principles.

Within the criminal justice system, Behavioral Health provides invaluable services, including services for clients on felony and misdemeanor calendars, provides crisis assessments for at-risk, in-custody defendants, provides services for the Community Justice Court and Prop 47 Diversion programs and provides full services for the AB1810 Mental Health Diversion program. Additionally, it is anticipated Behavioral Health will staff and serve as a stakeholder upon the opening of the Day Reporting Center.

The Behavioral Health Department provides outpatient services for mental health and substance use disorders in Quincy and at its Community Wellness Centers in Portola, Greenville and Chester. Outpatient residential services for substance use treatment are funded by the Substance Abuse Prevention and Treatment/SAMHSA grants through contracted out-of-county facilities. The primary target for mental health services are Plumas County MediCal beneficiaries as determined in the Mental Health Plan with the State. Services include outpatient individual and group therapy provided by staff. Inpatient mental health services are provided by hospitals and psychiatric health facilities located out of county. The electronic health record data system tracks these mental health services which are reimbursable for non-custody clients.

The Behavioral Health Department provides individual and group mental health related services at the jail. Criminal justice involved populations, both in and out of custody, benefit from an array of group and individual services provided by the Behavioral Health Department for mental health, substance abuse, and case management needs.

AB 109 funds are utilized to ensure ongoing, consistent provision of services in the jail. This funding supports the cost of providing Tele-med services in the jail and the associated costs of nursing staff and case management screening and documentation.

Plumas Crisis Intervention and Resource Center: Plumas Crisis Intervention and Resource Center (PCIRC) operates the NorthStar Navigation Center, a Low Barrier Navigation Center that follows a Housing First approach. This service-enriched shelter provides low-barrier access to support, helping individuals and families transition from homelessness to stable, permanent housing.

This unique rural housing model will provide temporary living facilities for residents while case managers work to connect individuals experiencing homelessness to income sources, public benefits, health and wellness services, crisis and trauma support, counseling and ultimately access to permanent housing. North Star Navigation Center will provide immediate emergency shelter services to transitioning offenders and parolees coordinating directly with the Plumas County Community Corrections Partnership.

The main building includes a 20-bed capacity emergency shelter with congregate beds and non-congregate bedrooms for families, associated congregate and non-congregate bathrooms and shower facilities, day use room and training areas, laundry facilities, a kitchen and dining room, outdoor patio area, administrative offices for staff, and storage.

Intensive case management and supportive service staffing will include a Navigation Center Manager, Housing Navigator, Behavioral Health Counselor, Alcohol and Drug Counselor, HDAP Disability Advocate, and Grief Recovery Specialist with the primary purpose to bring all activities in-house and offered on-site. Program participants will also have access to PCIRC's free Legal Clinic to address any pending issues. Educational and group training opportunities will be provided to North Star Navigation Center residents including budgeting and money management, general life skills, Addiction Recovery Skills Group, 24/7 Dad & Mom parenting classes, anger management courses, journaling in trauma recovery, resume and job preparation, and workforce development skills. Access to GED completion and job internships in various career fields will also be available.

Expected outcomes include: 1) Increasing access to emergency housing for transitioning offenders and parolees; 2) Delivery of a comprehensive array of supportive services; 3) Reducing the number of days of homelessness during transition; 4) Increasing access to permanent housing and housing stability; 5) Developing a 'systems change' in how Plumas County addresses homelessness for its most vulnerable residents.

CCP Plan and Future Goals

Plumas County's CCP continues their commitment to reducing recidivism by maximizing the effective investment of criminal justice resources in evidence-based supervision, correctional sanctions and programming. Achievement of this goal continues to be contingent on an early-intervention, integrated model. While this model is primarily court-based, all stakeholders are necessary to itssuccess.

Day Reporting Center

The Day Reporting Center (DRC) is both a place and a program. The DRC will provide a "one stop shopping" approach for a myriad of offenders in the criminal justice system. The DRC will house community (both public and private) service providers in one location. Offenders will be directed to the DRC and provided appropriate services as determined by evidence-based assessment tools. Among the service providers can be organizations such as Alternative Sentencing, Behavioral Health, Probation, Parole, Alliance for Workforce Development, PCIRC, PRS, etc.

Blending Reentry Integration with Diversion and Growth for Excellence (BRIDGE) Re-entry & Reintegration project:

Expansion of the reentry services being provided by the ASP will further assist incarcerated individuals in making successful transition to the community by streamlining release processes, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. This population includes high and moderate risk incarcerated individuals who will be released without supervised probation. Program goals include, but are not limited to, assisting clients with the following: Obtaining stable housing, obtaining stable employment and/or vocational training; education services, accessing appropriate mental health services, and accessing appropriate evidence-based programming.

The BRIDGE Multi-Disciplinary Reentry Team (MDRT) may consist of representatives from the following agencies: ASP, Plumas District Hospital, Plumas County Correctional Facility, and the Behavioral Health Department; Community partners such as the Alliance for Workforce Development (AFWD) and/or the Adult Learning Center will also play an integral role in each offender's successful reentry case plan. Appropriate participants will be identified by the MDRT, following their 10-day wellness visit. Assessments and planning will begin once the 10-day wellness visit has been completed, once the individual is sentenced and a release date is identified development of a release plan will commence by providing participant with re-entry workbook. Ninety days prior to release workbook will be complete and weekly meetings with ASP re-entry case manager will begin. Sixty days prior to release, the MDRT will have met with the client and developed a formal Reentry Case Plan, specifically addressing each client's needs as identified by the appropriate evidence-based risk and need assessments, alongside initiating the appropriate referrals for services and programming. Thirty days prior to reentry a review the client's reentry case plan, and ensure the appropriate referrals and services are in place and a plan for release day will be created.

Goal	Create and Implement BRIDGE Reintegration Project
Objective	Identify defendants who are in custody and who will remain in custody for 3 months or longer.
Objective	Identify and engage assess eligible defendants by conducting interviews, assessments and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Objective	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release
Outcome Measure	Percent that are placed in housing for those that need it upon release Percent that maintain housing after release
Outcome Measure	Program engagement and completion while in custody
Outcome Measure	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	ASP has secured funding from multiple sources to plan and implement BRIDGES project.

Goal	Expand Community Justice Court, Day Reporting Center, and BRIDGEs Project
Objective	Increase number of referrals to CJC
Objective	Increase number of referrals for BRIDGE project
Objective	Identify and engage assess eligible defendants within 15 days of arrest, by conducting interviews, assessments, and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to include Community Justice Court or Day Reporting Center and BRIDGE project

Objective	Access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Objective	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release
Outcome Measure	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure	Policy in place for Medi-Cal eligibility and enrollment that begins in custody and is in effect upon release.
Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services upon release from custody and in programs
Outcome Measure	Percent less likely to offend while engaged in services and programs to include Community Justice Court and Day Reporting Center and BRIDGEs
Outcome Measure	Number of referrals vs. number of arrestees eligible and interviewed for ● BRIDGE Project ●Community Justice Court ●Day Reporting Center
Progress toward stated goal	Jail construction has begun CJC is operating and additional funding is being sought for continued growth Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written.

Collaborative Offender Reentry Program (CORP):

Expansion of the reentry services being provided by the Probation Department will assist incarcerated individuals with reintegration into the community upon release. This population includes high and moderate risk formal probation clients, Post-release Community Supervision clients, and Mandatory Supervision clients. The program assists recently incarcerated clients with successful reintegration into the community by streamlining the release process, improving collaboration between essential service providers, linking clients to effective in-custody and post-release evidence-based programming, and providing general support. Program goals include, but are not limited to, assisting clients with obtaining stable housing, obtaining stable employment, further education, job skill training, and providing access to needed services, such as mental health and substance abuse services. Pre-release Video Conferences (PRVC) will be held for each PRCS client prior to release from prison. Conferences will assist in determining services and supports required to facilitate a successful transition into the community. PRVCs include invitations to services providers who offer resources needed by the client. These providers include, but are not limited to; Behavioral Health Department, Environmental Alternatives Family Services, Plumas Crisis Intervention and Resource Center, Plumas County Literacy Program, and Alliance for Workforce Development. In addition, reentry services are provided for locally incarcerated individuals. Prior to release, an Offender Needs

Assessment will be completed, followed by a case plan designed to address the identified criminogenic needs. Reentry journaling will be initiated while in custody and continued upon release. Treatment team meetings with service providers occur prior to and after release for applicable clients. At times, the Probation Department will assist PRCS clients with transportation from prison facilities to Plumas County. Whenever possible, locally incarcerated individuals are transported from the jail to the Probation Department immediately upon release. Each client is offered programs through the Probation department and provided referrals for services, as needed, prior to and following release.

Probation Department Transitional Housing Program

In partnership with Environmental Alternatives Family Services, the Probation Department initiated a three-unit transitional housing program that features intensive supervision, intensive case management, case planning, life skills training, a collaborative team model, access to all programs offered by the Probation Department and community partners, as well as referrals to other applicable county agencies. Case management services are comprehensive and address needs such as medical, financial, physical, mental, educational, vocational, and more. PRCS and high risk/high need felony probation clients have been, and will continue to be, prioritized. The program can provide a furnished, self-sufficient, living space for clients reintegrating back into the community following incarceration or those client's experiencing homelessness during their period of supervision. The program supplements the Probation Department's CORP program. Treatment Team participants include, but are not limited to, representatives from; Probation Department, Environmental Alternative Family Services, Behavioral Health Department, Plumas Crisis Intervention and Resource Center, Alliance for Workforce Development, and Feather River College. Case Plans and services are developed with a team approach and input from clients. The program offers a high level of accountability and opportunity for clients.

FY 2024-25 Community Corrections Partnership Survey
PART A – TEMPLATE ONLY

Part A of the Fiscal Year (FY) 2024-25 Community Corrections Partnership (CCP) Survey collects information about CCP Membership and implementation of the county's CCP plan. For detailed guidance on how to complete Part A of the CCP Survey, please refer to the *FY2024-25 CCP Survey Data Reporting Guide*.

Part A is divided into five (5) sections:

- Section 1: Respondent Information
- Section 2: CCP Membership
- Section 3: Goals, Objectives, and Outcome Measures
- Section 4: Types of Programming and Services
- Section 5: Optional Questions

When applicable, use **person-first language** and terminology that eliminates potential generalizations, assumptions, and stereotypes that stigmatize individuals (e.g., incarcerated person(s), justice-involved individual(s), individual(s) impacted by the justice system).

Responses to the CCP Survey shall represent the collective views of the CCP and not a single agency or individual.

SECTION 1: RESPONDENT INFORMATION

Section 1 asks questions related to the county for which survey responses are provided, the individual who is completing the survey, and who BSCC may contact for follow-up questions. There are three (3) questions in this section.

1. Please identify the county name for which this survey is being submitted:

2. Provide the contact information for the individual completing this survey in the spaces provided to the right of the list.

Survey Respondent Contact Information	
Name:	Keevin Allred
Organization:	Plumas County Probation Department
Email Address:	keevinallred@countyofplumas.com
Phone Number:	530-283-6571

3. Identify the individual who may be contacted for follow up questions. Check the appropriate box to the left of the list.

☐ Same as above
☒ Other (If "Other" is selected, provide contact information below)

Survey Follow-up Contact Information	
Name:	Miguel Herrera
Organization:	Plumas County Probation Department
Email Address:	miguelherrera@countyofplumas.com
Phone Number:	530-283-6200

SECTION 2: CCP MEMBERSHIP

Section 2 asks questions related to the CCP composition and meeting frequency. There are four (4) questions in this section.

4. CCP membership roles: Provide the name and organization of each individual fulfilling a membership role as of October 1, 2024 in the spaces to the right of each membership role.

- If a public membership role does not exist in the county, respond by indicating "not applicable." This should only be used if the county does not have the specific position listed.
- If a position exists in the county but the membership role is not filled in the CCP, respond by indicating "vacant."
- For county positions, one person may fill multiple roles.

Role	Name	Organization
Chief Probation Officer	Keevin Allred	County Probation Dept.
Presiding Judge of the Superior Court or designee	Sue Selegean-Dostal (designee)	Superior Court of California
County Supervisor or Chief Administrative Officer or a designee of the Board of Supervisors	Debra Lucero	County Administrative Officer
District Attorney	David Hollister	County District Attorney Office
Public Defender	Craig Osborne	Public Defender
Sheriff	Todd Johns	County Sheriff's Dept.
Chief of Police	NA	
Head of the County Department of Social Services	vacant	County Department of Social Services
Head of the County Department of Mental Health	Sharon Sousa	County Behavioral Health Department
Head of the County Department of Employment	vacant	
Head of the County Alcohol and Substance Abuse Programs	Sharon Sousa	
Head of the County Office of Education	vacant	County Office of Education
A representative from a community-based organization	Kate Rahmeyer	Plumas Crisis Intervention/Resource

with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense		
An individual who represents the interests of victims	Ashlee Johnston	Plumas Rural Services

5. How often does the CCP meet? Check the appropriate box to the left of the list. Select the **one/single** option that best describes the CCP's **regular** meeting schedule.

- ☐ Bi-weekly (every other week)
- ☒ Monthly
- ☐ Bi-monthly (every other month)
- ☐ Quarterly
- ☐ Semi-annually
- ☐ Annually
- ☐ Other (please specify below)

6. How often does the Executive Committee of the CCP meet? Check the appropriate box to the left of the list. Select the **one/single** option that best describes the Executive Committee's **regular** meeting schedule.

- ☐ Bi-weekly (every other week)
- ☒ Monthly
- ☐ Bi-monthly (every other month)
- ☐ Quarterly
- ☐ Semi-annually
- ☐ Annually
- ☐ Other (please specify below)

7. Does the CCP have subcommittees or working groups? Check the appropriate box to the left of the list.

- ☐ Yes
- ☒ No

If "Yes," list the subcommittees and/or working groups and their purpose.

	Subcommittee/Working Group	**Purpose:**
1.		
2.		
3.		
4.		
5.		

SECTION 3: GOALS, OBJECTIVES, AND OUTCOME MEASURES

Section 3 asks questions related to the CCP's goals, objectives, and outcome measures. Please refer to the *CCP Survey Data Reporting Guide* for detailed information about goal and objective statements, and outcome measures.

Updated Information on FY 2023-24 Goals, Objectives, and Outcome Measures

Questions 8, 9, and 10, ask the CCP to provide *updated* progress information about the goals, objectives, and outcome measures previously reported for FY 2023-24 in the 2023-24 CCP Survey.

For each question, provide the goals, objectives, and outcome measures as reported in the FY 2023-24 survey. The progress information (last two rows of each table) should be updated to reflect the progress achieved over the full fiscal year.

8. Describe a goal and the associated objectives as reported in the FY 2023-24 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2023-24. If no goal, objective, or outcome measure was identified in FY 2023-24 respond by indicating "Not Applicable."

Goal	Expand Community Justice Court, Day Reporting Center, and BRIDGEs Project
Part of FY 23-24 CCP plan?	☒ Yes ☐ No
Objective:	Increase number of referrals to CJC Increase number of referrals for BRIDGE project
Objective:	Identify and engage assess eligible defendants within 15 days of arrest, by conducting interviews, assessments, and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to include Community Justice Court or Day Reporting Center and BRIDGE project
Objective:	Increase access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Outcome Measure:	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders

Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services upon release from custody and in programs Percent less likely to offend while engaged in services and programs to include Community Justice Court and Day Reporting Center and BRIDGEs
Outcome Measure:	Number of referrals vs. number of arrestees eligible and interviewed for: *BRIDGES Project *Community Justice Court *Day Reporting Center
Briefly describe progress toward goal:	Jail construction has begun. CJC is operating and additional funding is being sought for continued growth. Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written.
Rated progress toward the goal:	☐ No progress ☐ Partially achieved ☐ Fully achieved

9. Describe a goal and the associated objectives as reported in the FY 2023-24 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2023-24. If no goal, objective, or outcome measure was identified in FY 2023-24 respond by indicating “Not Applicable."

Goal	Create and Implement BRIDGE Reintegration Project
Part of FY 23-24 CCP plan?	☒ Yes ☐ No
Objective:	Identify defendants who are in custody and who will remain in custody for 3 months or longer
Objective:	Identify and engage assess eligbile defendants by conducting interviews, assessments and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Objective:	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release.
Outcome Measure:	Percent that are placed in housing for those that need it upon release. Percent that maintain housing after release
Outcome Measure:	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Policy in place for Medi-Cal eligibility and enrollment that begins in custody and is in effect upon release.
Briefly describe progress toward goal:	ASP has secured funding from multiple sources to plan and implement BRIDGES project.

Rated progress toward the goal:	☐ No progress ☐ Partially achieved ☐ Fully achieved

10. Describe a goal and the associated objectives as reported in the FY 2023-24 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2023-24. If no goal, objective, or outcome measure was identified in FY 2023-24 respond by indicating “Not Applicable."

Goal	Enhance Collaborative Offender Reentry Program (CORP).
Part of FY 23-24 CCP plan?	☒ Yes ☐ No
Objective:	Identify in-custody clients being released to PRCS or supervised probation.
Objective:	Engage eligible clients by providing terms of probation, Probation Officer assignment, assessment(s), case plan, journaling, and referrals while in custody
Objective:	75% of eligible clients will receive an Offender Needs Assessment (ONA) prior to release. 75% of clients will receive a case plan prior to release 75% of clients will be engaged in reentry journaling prior to release Qualified clients will be placed in housing program 70% of clients will obtain employment OR enroll in college Reduce recidivism
Outcome Measure:	Percent of clients who received an ONA prior to release Percent of clients who received a case plan prior to release Percent of clients who were engaged in reentry journaling prior to release Number of clients placed in probation housing program
Outcome Measure:	Percent that obtain employment or enroll in college upon release within: 3 months, 6 months, 9 months or 12 months.
Outcome Measure:	Recidivism rates: 1 year out; 3 years out
Briefly describe progress toward goal:	Reentry efforts have continued to progress. Probation Officers have enaged clients while in-custody and intiated Offender Needs Assessments and journaling programs. Recently, Officers have begun to provide in-custody clients with written documentation regarding court orders/terms of probation and assigned officer soon after sentencing. Pre-release Video Conferences for clients exiting prison have been completed on a

	regular basis. The Probation Department's new housing program has proven highly effective and is a critical component of CORP. Areas in need of improvement include a higher percentage of completed ONA's and case plans, as well as improved data capture. Staffing shortages have hampered progress.
Rated progress toward the goal:	☐ No progress ☐ Partially achieved ☐ Fully achieved

Information on FY 2024-25 Goals, Objectives, and Outcome Measures

11. For FY 2024-25, will the CCP use the same goals, objectives, and outcome measures identified above from FY 2023-24? Check the appropriate box to the left of the list.

☒ Yes. (Skip to Section 4)
☐ No. The CCP will add and/or modify goals, objectives, and outcome measures (Continue with section below)

Questions 12, 13, and 14, the CCP is asked to describe a goal and its associated objectives and outcomes for FY 2024-25. For the goal, also provide information about the current progress toward the stated goal. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2025-26 CCP Survey.

12. Describe a goal for FY 2024-25 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2024-25, respond by indicating “Not Applicable."

Goal	
Part of FY 24-25 CCP plan?	☐ Yes ☐ No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe *current* progress toward goal:	

Rate the *current* progress toward the goal:	☐ Substantially slower than expected ☐ Somewhat slower than expected ☐ As expected ☐ Faster than expected ☐ Substantially faster than expected

13. Describe a goal for FY 2024-25 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2024-25, respond by indicating “Not Applicable."

Goal	
Part of FY 24-25 CCP plan?	☐ Yes ☐ No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe *current* progress toward goal:	
Rate the *current* progress toward the goal:	☐ Substantially slower than expected ☐ Somewhat slower than expected ☐ As expected ☐ Faster than expected ☐ Substantially faster than expected

14. Describe a goal for FY 2024-25 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2024-25, respond by indicating “Not Applicable."

Goal	
Part of FY 24-25 CCP plan?	☐ Yes ☐ No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	

Outcome Measure:	
Briefly describe *current* progress toward goal:	
Rate the *current* progress toward the goal:	☐ Substantially slower than expected ☐ Somewhat slower than expected ☐ As expected ☐ Faster than expected ☐ Substantially faster than expected

SECTION 4: TYPES OF PROGRAMMING AND SERVICES

Section 4 asks questions about the types of programs and services provided during FY 2023-24. For each type of program or service provided, identify the agency(ies) that provided the program or service and at what stage(s) the program or service is provided (in-custody, supervision, other). Please refer to the CCP Survey Data Reporting Guide for the BSCC's definition of each type of program and service listed and the stage(s) of program or service.

Program/Service	**Provided**	**Providing Agency** (check all that apply)	**Stage(s) Provided** (check all that apply)
Mental Health/Behavioral Health – Services designed to improve mental health.	☒ Yes ☐ No	☒ Sheriff ☒ Probation ☒ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☒ In-Custody ☒ Supervision ☒ Other, describe: >CJC
Substance Use – services designed to assist with substance use.	☒ Yes ☐ No	☒ Sheriff ☒ Probation ☒ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☒ In-Custody ☒ Supervision ☒ Other, describe: >CJC
Housing – services designed to assist with housing after release.	☒ Yes ☐ No	☐ Sheriff ☒ Probation ☒ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☐ In-Custody ☒ Supervision ☒ Other, describe: >ASP

Program/Service	Provided	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
Employment – services designed to provide clients with a job and/or to provide job training to improve chances of finding employment after release.	☒ Yes ☐ No	☐ Sheriff ☒ Probation ☐ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☐ In-Custody ☒ Supervision ☒ Other, describe: >CJC
Education – focuses on academic achievement.	☒ Yes ☐ No	☒ Sheriff ☒ Probation ☐ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☒ In-Custody ☒ Supervision ☒ Other, describe: >CJC
Family – family-oriented education, service, and training.	☒ Yes ☐ No	☐ Sheriff ☒ Probation ☒ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☐ In-Custody ☒ Supervision ☒ Other, describe: >CJC
Domestic Violence Prevention – support and intervention	☒ Yes ☐ No	☐ Sheriff ☒ Probation ☒ Behavioral health ☒ Community-based organization ☐ Other, describe: >	☐ In-Custody ☒ Supervision ☒ Other, describe: >52-week program through probation, CBO CJC
Physical Health – services designed to improve clients' physical well-being.	☐ Yes ☐ No	☐ Sheriff ☐ Probation ☐ Behavioral health ☐ Community-based organization ☐ Other, describe: >	☐ In-Custody ☐ Supervision ☐ Other, describe: >
Quality of Life – Services that enhance the standard of happiness, comfort, and well-being of an individual to participate in life events (e.g., assistance in getting a driver's license, opening a bank account, etc.)	☒ Yes ☐ No	☐ Sheriff ☒ Probation ☐ Behavioral health ☒ Community-based organization ☒ Other, describe: >ASP	☐ In-Custody ☒ Supervision ☒ Other, describe: >CJC

SECTION 5: OPTIONAL QUESTIONS

Section 5 asks optional questions about evaluation, data collection, programs and services, and local best practices. There are 9 questions in this section. Responses will be used by the BSCC and its justice-system partners to better understand the needs of counties. If the CCP chooses not to answer an optional question, please respond "Decline to Respond."

15. Describe the process the CCP uses to determine potential programs and/or services for local implementation using Realignment funds.
>>Request for Proposals process is utilized each year.

16. Does the county evaluate the effectiveness (as defined locally) of programs and/or services funded with its Public Safety Realignment allocation? Check the appropriate box to the left of the list.

☒ Yes
☐ No

If yes, explain how.
>The CCP Executive Committee reviews quarterly program and financial reports from the county and community partners to assure compliance with the application submitted for funding. The committee also assesses the overall annual progress and success for programs. Additional data collection and program documents can be requested for review.

17. Does the county consider evaluation results when funding programs and/or services? Check the appropriate box to the left of the list.

☒ Yes
☐ No

If yes, explain how.
>The CCP Executive Committee will work to improve its evaluation process to give members and the general public a greater transparency of fund utilization and services provided to this population.

18. Does the county use BSCC definitions (average daily population, conviction, length of stay, recidivism, and/or treatment program completion rates) when collecting data? Check the yes or no box to the left of each BSCC Definition listed, as applicable.

Yes	No	BSCC Definition
☒	☐	Average daily population
☒	☐	Conviction
☒	☐	Length of stay
☒	☐	Recidivism
☒	☐	Treatment program completion rates

19. What percentage of the Public Safety Realignment allocation is used for evidence-based programming (as defined locally)? Check the most appropriate box to the left of the list of percentages.

Percent for Evidence-Based Programming	
☐	Less than 20%
☐	21% - 40%
☒	41% - 60%
☒	61% - 80%
☐	81% or higher

20. We would like to better understand the county's capacity to offer mental health, substance use disorder, behavioral health treatment programs, and/or other services. What type and level of services are now available?
>An array of behavioral health and substance use disorder services are provided by the Behavioral Health Department including jail-based services, community-based services through four Wellness Center sites spread throughout the county and direct services at their main office. Additional mental health services are provided locally by private vendors and through in-patient out-of-county services. The Public Health Department offers Naloxone and the Medication Assisted Treatment (MAT) Program as well as counseling and behavioral therapies to treat substance use disorders and prevent opioid overdose. Partners also provide Tele-Med services, intensive case management and services for the severely mentally ill (SMI).

21. What challenges does the county face in meeting the above program and service needs?
>Local challenges include limited available housing that will address the permanent housing need of transitioning offenders. The county also lacks a structured emergency shelter model program. Geography and minimal transportation options also provide difficulties.

22. What programmatic changes and/or course corrections has the CPP made in the implementation of Public Safety Realignment that it believes other counties would find helpful?
>The ability for each county to create a response that is best suited for their region and needs. Expanding collaborations with community-based partners and out of county rehabilitation entities enhance the work and services provided by county partners and opens doors to additional choices and services for clients. The Alternative Sentencing Program, the Sheriff's Office, Behavioral Health Department, the District Attorney, the Courts, the Public Defender, and the Probation Department have all been strong collaborators for Plumas County's success in adapting to an ever changing Public Safety Realignment effort. This model helps to build the number of evidence-based programs and services identified, and encourages blended funding.

23. Describe a local best practice or promising program that has produced positive results. If data exists to support the results, please share.

>The Plumas County District Attorneys Alternative Sentencing Program was awarded CSACs Merit Award in Adminstration of Justice and Public Safety in 2020

ATTENTION: This concludes Part A of the FY 2024-25 CCP Survey.

Please complete Part B in Microsoft Excel which consists of two (2) budgetary sections and upload into the BSCC-Submittable online portal.

Optional Highlight or Success Story – *upload into the BSCC-Submittable portal*

In addition, to produce a more comprehensive report on the implementation of realignment, we are asking for a brief, one-page, visually appealing, highlight or success story that provides implementation information related to the county's Public Safety Realignment success. This highlight may include optional graphs, charts, photos, or quotes. Photos of programs in action along with quotes from program participants and/or community partners do not need to provide identifying information. The highlight or success story provided may be published in the *2011 Public Safety Realignment Act: Thirteenth Annual Report on the Implementation of Community Corrections Partnership Plans*. While every effort will be made to include these in the report, inclusion is not guaranteed. Note: Ensure any individual(s) in the photos have given their consent for use/publication and do not submit any photos that include faces of minors (youth under the age of 18).

Submission Instructions

The complete CCP Survey package, including all attachments, should be completed and submitted through the BSCC-Submittable online portal **by Sunday, December 15, 2024**.

NOTE: *The information provided in the CCP Survey package will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC Realignment website.*

FY 2024-25 Community Corrections Partnership Survey
PART A – SECTION 3
ADDITIONAL GOALS FOR FY 2024-25

Information on FY 2024-25 Goals, Objectives, and Outcome Measures

This page provides the CCP additional space for responses regarding the describing a goal and its associated objectives and outcome measures FY 2024-25. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2025-26 CCP Survey.

Once completed, this document can be uploaded into the BSCC-Submittable online submission portal as instructed after Question #14 in the online CCP Survey. You may combine the additional Goal pages into a single PDF or upload up to eight (8) separate Goal pages (in this Word format).

*Describe a goal for FY 2024-25 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year.

Goal	Maintain and enhance transitional housing program
Part of FY 23-24 CCP plan?	☐ Yes ☒ No
Objective:	Reduce Recidivism
Objective:	75% of clients will transition to stable housing within 9 months
Objective:	75% of clients will obtain stable employment or enrollment in college within 9 months
Outcome Measure:	Recidivism rates: 1 year and 3 years out for participating PRCS clients
Outcome Measure:	Percent of PRCS clients who transition to stable housing within 3 months, 6 months, 9 months and 12 months
Outcome Measure:	Percent of PRCS clients who obtain employment within 3 months, 6 months, 9 months and 12 months
Briefly describe *current* progress toward goal:	Program was initiated in October 2022 and has been highly successful. Five high risk clients have participated in the program, including three PRCS clients, one felony probation client and one pretrial client. Two clients obtained employment and two enrolled in college. One successfully transitioned to stable housing. To date, none of the clients have commited a new offense while in the program. Intensive supervision and case management are provided. Collaborative treatment team meetings have been provided on a consistent basis. The program is currently full with a waitinq list.

Rate the *current* progress toward the goal:	☐ Substantially slower than expected ☐ Somewhat slower than expected ☒ As expected ☐ Faster than expected ☐ Substantially faster than expected

FY 2024-25 Community Corrections Partnership Survey
PART A – SECTION 3
ADDITIONAL GOALS FOR FY 2024-25

Information on FY 2024-25 Goals, Objectives, and Outcome Measures

This page provides the CCP additional space for responses regarding the describing a goal and its associated objectives and outcome measures FY 2023-24. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2024-25 CCP Survey.

Once completed, this document can be uploaded into the BSCC-Submittable online submission portal as instructed after Question #14 in the online CCP Survey. You may combine the additional Goal pages into a single PDF or upload up to eight (8) separate Goal pages (in this Word format).

*Describe a goal for FY 2024-25 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year.

Goal	Create Plan for opening of Day Reporting Center fall 2023
Part of FY 23-24 CCP plan?	☒ Yes ☐ No
Objective:	Identify agencies to operate in DRC
Objective:	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center
Objective:	Identify and outline target population to be served at Day Reporting Center
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant
Outcome Measure:	Number of offenders enrolled, participating and completing program Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permanent long term housing Family reunification

	Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Percent that obtain employment as a result of DRC engagement: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Briefly describe *current* progress toward goal:	Construction has begun on new jail and DRC. A successful Day Reporting Center model existed in Plumas County until 2017. Much of the framework has already been created. Conversations are occurring concerning which entities will participate.
Rate the *current* progress toward the goal:	☒ Substantially slower than expected ☐ Somewhat slower than expected ☐ As expected ☐ Faster than expected ☐ Substantially faster than expected

FY 2024-25 Community Corrections Partnership Survey
PART B

Part B of the CCP Survey collects information about the allocation of Public Safety Realignment dollars.
For detailed guidance on how to complete Part B of the CCP Survey package, please refer to the FY 2024-25 CCP Survey Data Reporting Guide at:
https://www.bscc.ca.gov/m_realignment/

The first question in this file, question 24, requests the name of the county for which the survey is being submitted.

Following the identification of the county, Part B is divided into two sections:
Section 6: FY 2022-23 Public Safety Realignment Funding Allocation
Section 7: FY 2023-24 Public Safety Realignment Funding Allocation

24. Please identify the county for which this portion of the survey is being submitted:
County Name: Plumas County

SECTION 6: FY 2023-234 Public Safety Realignment Funding Allocation

Section 6 contains questions related to the allocation of FY 2023-24 Public Safety Realignment dollars. There are three (3) questions in this section.

When answering these questions, consider the funds allocated in FY 2023-24 and include any monies from 2022-23 growth funds and 2023-24 programmatic funding.

25. Of the total funds received in FY 2023-24, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county used any carry-over funds (monies from previous annual CCP allocations) and/or if the county put any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation: $ 2,075,556

Where funds were allocated to:	Amount
District Attorney	$ 382,753
Sheriff's Office	$ 568,117
Probation Department	$ 266,484
Behavioral Health	$ 78,058
Carry Over Funds	$ 780,144
(Total sums to)	**$ 2,075,556**
Difference from Stated Allocation:	**$ -**

Please spell out all names and do not use acronyms.

26. Of the total funds received in FY 2023-24, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies: **$ 1,295,412**

Total Allocation to non-public agencies: **$ -**

Where funds were allocated to (public agencies):	Amount	Where funds were allocated to (non-public agencies):	Amount
District Attorney	$ 382,753		
Sheriff's Office	$ 568,117		
Probation Department	$ 266,484		
Behavioral Health	$ 78,058		

SECTION 7: FY 2024-25 Public Safety Realignment Funding Allocation

Section 7 asks three (3) questions related to the allocation of FY 2024-25 Public Safety Realignment funding.

When answering these questions, consider the total funds allocated in FY 2024-25 and include any monies from 2023-24 growth funds and 2024-25 programmatic funding.

28. Of the total funds received in FY 2024-25, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county is using any carry-over funds (monies from previous annual CCP allocations) and/or if the county is putting any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation:	**$**	**2,351,154**

Where funds were allocated to:	Amount
District Attorney	$ 369,000
Sheriff's Office	$ 632,307
Probation Department	$ 266,484
Behavioral Health	$ 81,456
Plumas Crisis Intervention & Resource Center - North Star Navigation Center	$ 124,450
Carry Over Funds	$ 877,456
(Total sums to)	**$ 2,351,154**
Difference from Stated Allocation:	**$ -**

Please spell out all names and do not use acronyms.

29. If known: of the total funds received in FY 2024-25, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies:	**$ 1,349,248**	**Total Allocation to non-public agencies:**	**$ 124,450**

Where funds were allocated to (public agencies):	Amount	Where funds were allocated to (non-public agencies):	Amount
District Attorney	$ 369,000	Plumas Crisis Intervention and Resource Center	$ 124,450
Sheriff's Office	$ 632,307		
Probation Department	$ 266,484		
Behavioral Health	$ 81,456		
(Total sums to)	**$ 1,349,248**	(Total sums to)	**$ 124,450**
Please spell out all names and do not use acronyms. Difference from Stated Allocation:	**$ -**	*Please spell out all names and do not use acronyms.* Difference from Stated Allocation:	**$ -**

30. How much funding, if any, is being allocated to data collection and/or evaluation of AB 109 programs and services?

A total of $24,758.36, Including: $15,000 - ASP Sentencing Manager. $6,233.76 - Management Analyst. $3,524.60 - Probation Fiscal Officer. Funds drawn from respective agency AB109 funding allocations.

NOTE: The information contained in this report will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the Implementation of Community Corrections Partnership Plans on the BSCC Realignment website.

IMPORTANT

A complete FY 2024-25 CCP Survey Package includes Part A (online portal form), Part B, Highlight or Success Story (optional), and an updated CCP Plan. All attachments by must be submitted to the BSCC through the BSCC-Submittable online portal no later than Sunday, December 15, 2024.

If you have any questions or need technical assistance with the BSCC-Submittable online portal, please contact:

Helene Zentner, Field Representative
Board of State and Community Corrections
Helene.Zentner@bscc.ca.gov
916.838.7777

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Receive and make available for public review and comment the updated 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; informational item and possible staff direction.**

Recommendation:

Receive and make available for public review and comment the updated 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; informational item and possible staff direction.

Background and Discussion:

Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map

The Office of the State Fire Marshal (State Fire Marshall) is mandated by Government Code Sec. 51178 to identify levels of fire hazard in the Local Responsibility Area (LRA) based on consistent statewide criteria and the expected severity of fire hazards, and Government Code Sec. 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies (Sec. 51177(e)), for city and county designation and adoption by ordinance.

On December 19, 2024, Tracey Ferguson, Planning Director, attended a State Fire Marshall Fire Hazard Severity Zones Mapping webinar to learn more about the requirements and obtain resource information, including:

- Fire Hazard Severity Zones Mapping Webinar Presentation
- Frequently Asked Questions (FAQ)

On January 22, 2025, Daniel Berlant, State Fire Marshal, CAL FIRE – State Fire Marshal, sent a letter to Tracey Ferguson, Planning Director, via email transmittal, that served as the official notification, as Plumas County has been identified as having Moderate, High, Very High or a combination of Fire Hazard Severity Zones (FHSZ) within the unincorporated County area.

FHSZ State Fire Marshall Rollout Plan

The State Fire Marshall FHSZ Rollout Plan includes Plumas County in “Phase 1” starting February 10, 2025, which is the date the County received the 2025 LRA FHZS maps that evaluate “hazard,” not “risk” to include areas or zones of Very High, High, and Moderate fire hazard based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas (Government Code Sec. 51178).

“Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “Risk” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

The zones must be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the State Fire Marshall as a major cause of wildfire spread. These map updates are intended to enhance California’s approach to wildfire preparedness.

LRA Areas in the Unincorporated Plumas County

LRA areas in Plumas County are those where the “local government” is responsible for wildfire protection, which in the case of Plumas, is the responsibility of the local fire protection special districts.

Specifically, the areas of LRA in unincorporated Plumas County are within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley.

Local fire protection special districts affected include Peninsula Fire Protection District (Chester), Quincy Fire Protection District (Quincy/East Quincy), and Beckwourth Peak Fire Protection District (Sierra Valley).

Make the LRA FHSZs Information Available to the Public

Pursuant to Government Code Sec. 51178.5 within 30 days (or no later than March 12, 2025) after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Government Code Sec. 51178, Plumas County must make the information available for public review and comment, and the information must be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

Plumas County must also post a notice (Government Code Sec. 51179(g)) at the office of the County Clerk/Recorder, County Assessor, and County Planning Department identifying the location of the map provided by the State Fire Marshal pursuant to Government Code Sec. 51178.

Plumas County has established a website at the following address, making the information available for public review and comment:
https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map

Hard copy maps for viewing and further information can also be obtained from the Planning Department at 555 Main Street, Quincy, or by calling or emailing Tracey Ferguson, Planning Director, at traceyferguson@countyofplumas.com or 530-283-6214.

Review and Comment by Local Government, Fire Protection Districts, the Public, and Others

Government Code Sec. 51179(b)(1) allows for Plumas County, at its discretion, to include areas not identified as Very High FHSZs, as Very High following a finding supported by substantial evidence in the record that the requirements of Government Code Sec. 51182 (i.e., defensible space) are necessary for effective fire protection within the area.

Further Government Code Sec. 51179(b)(2) allows for Plumas County, at its discretion, include areas not identified as Moderate and High FHSZs, as Moderate and High.

Furthermore, Government Code Sec. 51179(b)(3) directs that Plumas County cannot decrease the level of fire hazard severity zone for any area and may only increase the level.

Pursuant to Government Code Sec. 51179(d) any changes made by Plumas County to the 2025 LRA FHZS maps provided by the State Fire Marshall are final and are not rebuttable by the State.

California Insurance Commissioner Ricardo Lara's Statement

How will the updated CAL FIRE maps affect insurance availability and affordability?

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation, Safer From Wildfires, finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

California Insurance Commissioner Safer From Wildfires, weblink:
https://www.insurance.ca.gov/01-consumers/200-wrr/Safer-from-Wildfires.cfm

Commissioner Lara's new wildfire safety regulation will help increase access to insurance by promoting wildfire safety across the state. Reducing wildfire risks throughout the state is the primary way we can make insurance more available and affordable, and our regulation is a major step towards that goal. CAL FIRE's maps support that goal through improving public education about hazard and the need for safety preparation.

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zones maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.

LRA FHSZ Ordinance/Map Adoption

Pursuant to Government Code Sec. 51179(a), Plumas County must adopt the 2025 LRA Moderate, High, and Very High FHSZs in the unincorporated area of the County by ordinance, with an associated map, within 120 days of receiving the maps on February 10, 2025, or no later than June 10, 2025.
Then, Plumas County must transmit a copy of the ordinance/map adopted by the Board of Supervisors to the State Fire Marshall within 30 days of adoption, or no later than July 10, 2025.

A model ordinance has been made available by the State Fire Marshall (Government Code Sec. 51179(e)) that provides for the establishment of the LRA FHSZs and should Plumas County's adopted ordinance substantially conform to the model ordinance, it will be presumed by the State to be in compliance with the requirements of the Government Code.

Action:

Receive and make available for public review and comment the updated 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zone (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; informational item and possible staff direction.

Fiscal Impact:

General Fund County Counsel, Planning, Building, and GIS departments FY24/25 regular wages budget, among other potential departments that may require spending staff time.

Attachments:
1. Final - Fire Hazard Severity Zone Map Webinar, 12-19-24
2. LRA-SRA-FAQ
3. LRA FHSZ Rollout Plan_Feb-Mar2025_r1
4. FHSZ_County_LRA_PlumasCo_Countywide Map
5. FHSZ_County_PlumasCo_Chester_LRA

6. FHSZ_County_PlumasCo_Quincy_EastQuincy_LRA
7. FHSZ_County_PlumasCo_Sierra_Valley_LRA
8. CA Insurance Commissioner FHSZ Map INFO
9. 2022 CFC Sec 4911 Model Ordinance for FHSZ adoption

Webinars for Cities

Dec. 19, 2024

LEAGUE OF CALIFORNIA CITIES

Strengthening California Cities
through Advocacy and Education

Fire Hazard Severity Zone Mapping

Speakers:
Chief Daniel Berlant, State Fire Marshal, CAL FIRE
Chief Frank Bigelow, Deputy Director, Community Wildfire Preparedness & Mitigation, CAL FIRE
Chief Jim McDougald, Assistant Deputy Director of Community Wildfire Planning and Risk Reduction, CAL FIRE

Housekeeping Notes

- This session is being recorded.
- Attendees are muted.
- Question and Answer is available throughout the webinar.
- To write in a question, select the Q&A button on your tool bar.
- Following the presentation, the recording and slides will be shared with registrants.

LEAGUE OF CALIFORNIA CITIES

REGISTER NOW

CITY MANAGERS CONFERENCE



RANCHO MIRAGE, CA

February 5-7, 2025

LEAGUE OF CALIFORNIA CITIES

SAVE THE DATE

FIRE CHIEFS LEADERSHIP SEMINAR

PALM SPRINGS, CA

DECEMBER 10-11, 2025

CAL FIRE
Office of the State Fire Marshal
Community Wildfire Preparedness and Mitigation Division

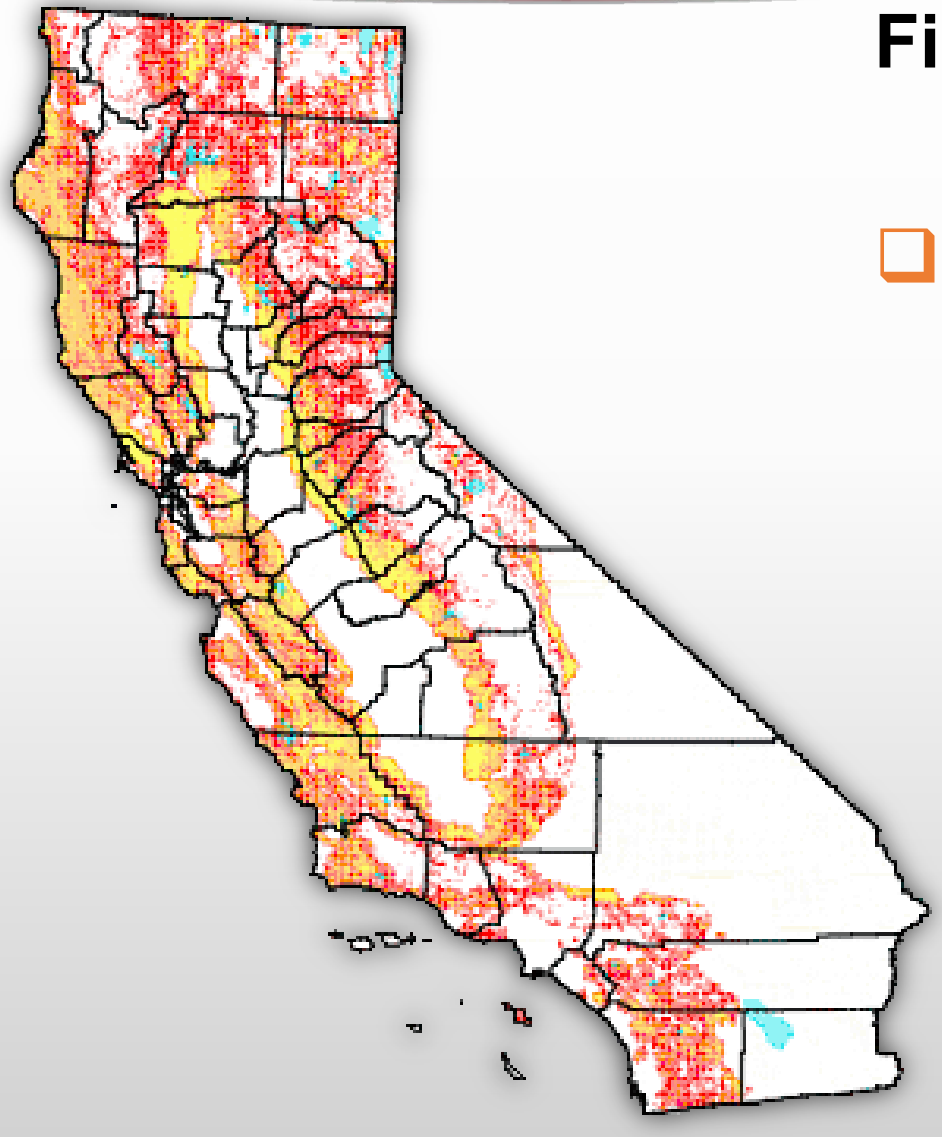
Fire Hazard Severity Zones – LRA Update

Fire Hazard Severity Zones (FHSZ)

LRA Objectives:

- Provide local Agencies recommended Moderate, High and Very High FHSZ
- Local Agencies adopt local ordinance for FHSZ
- Local Agencies send the adopted ordinances to BOF

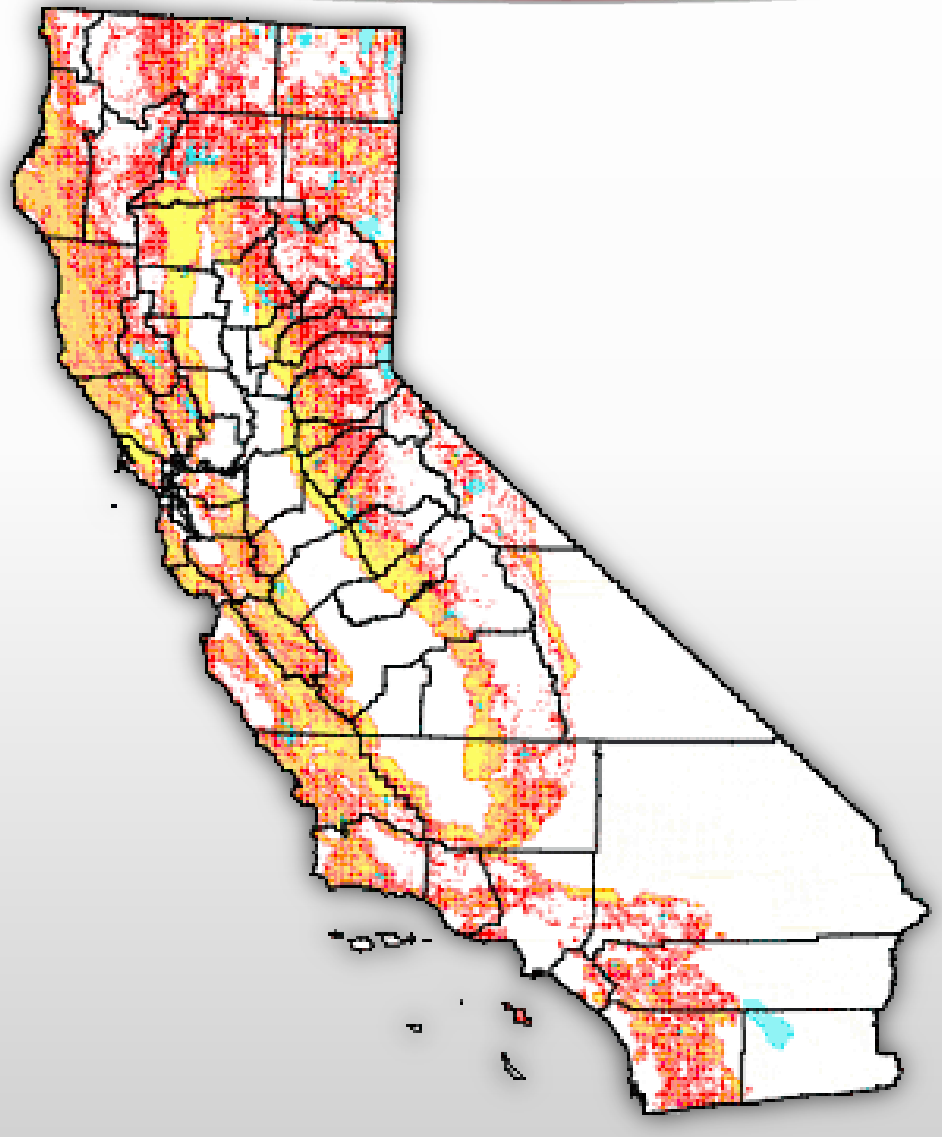
Fire Hazard Severity Zones (FHSZ)



Fire Hazard

- "Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts

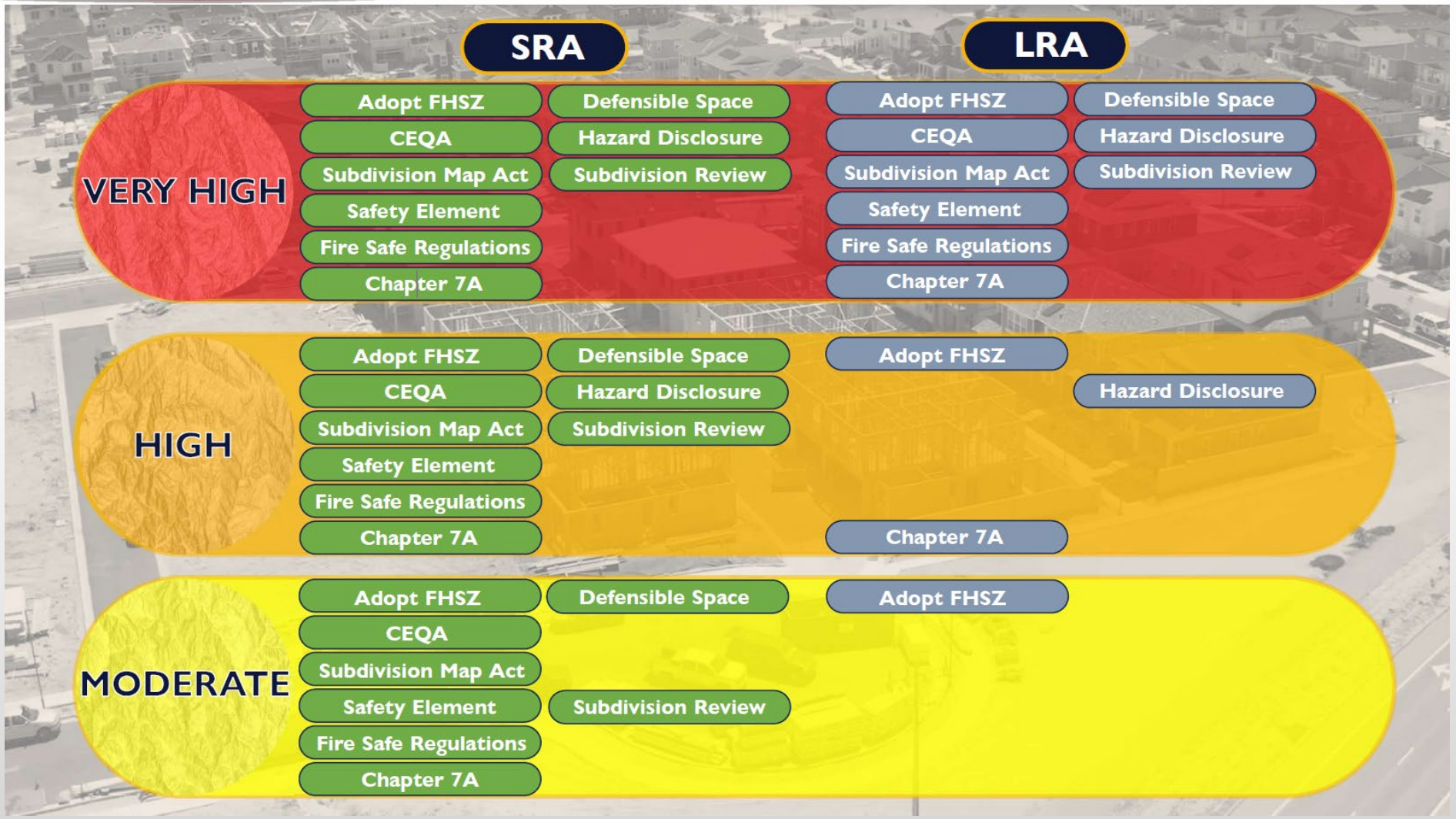
Fire Hazard Severity Zones (FHSZ)



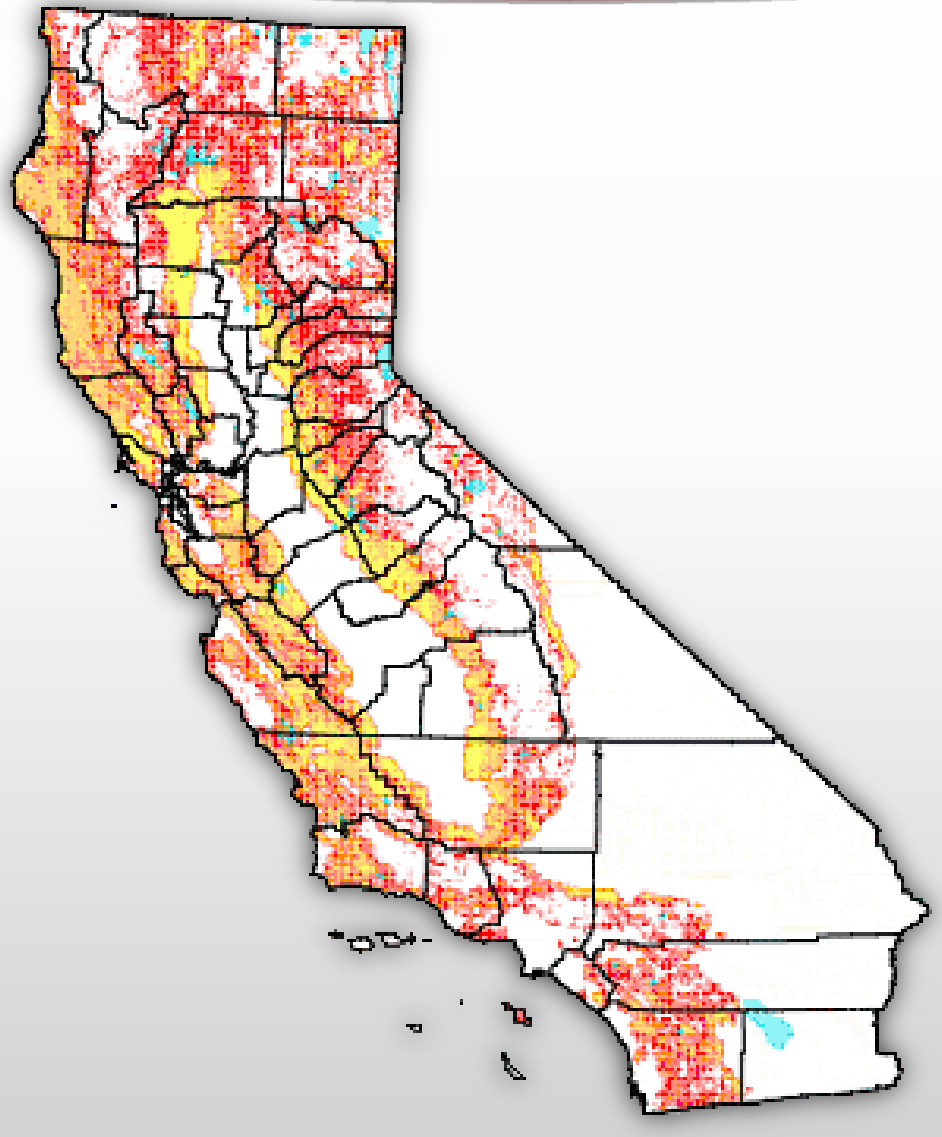
Wildfire Risk

- "Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

Fire Hazard Severity Zones (FHSZ)



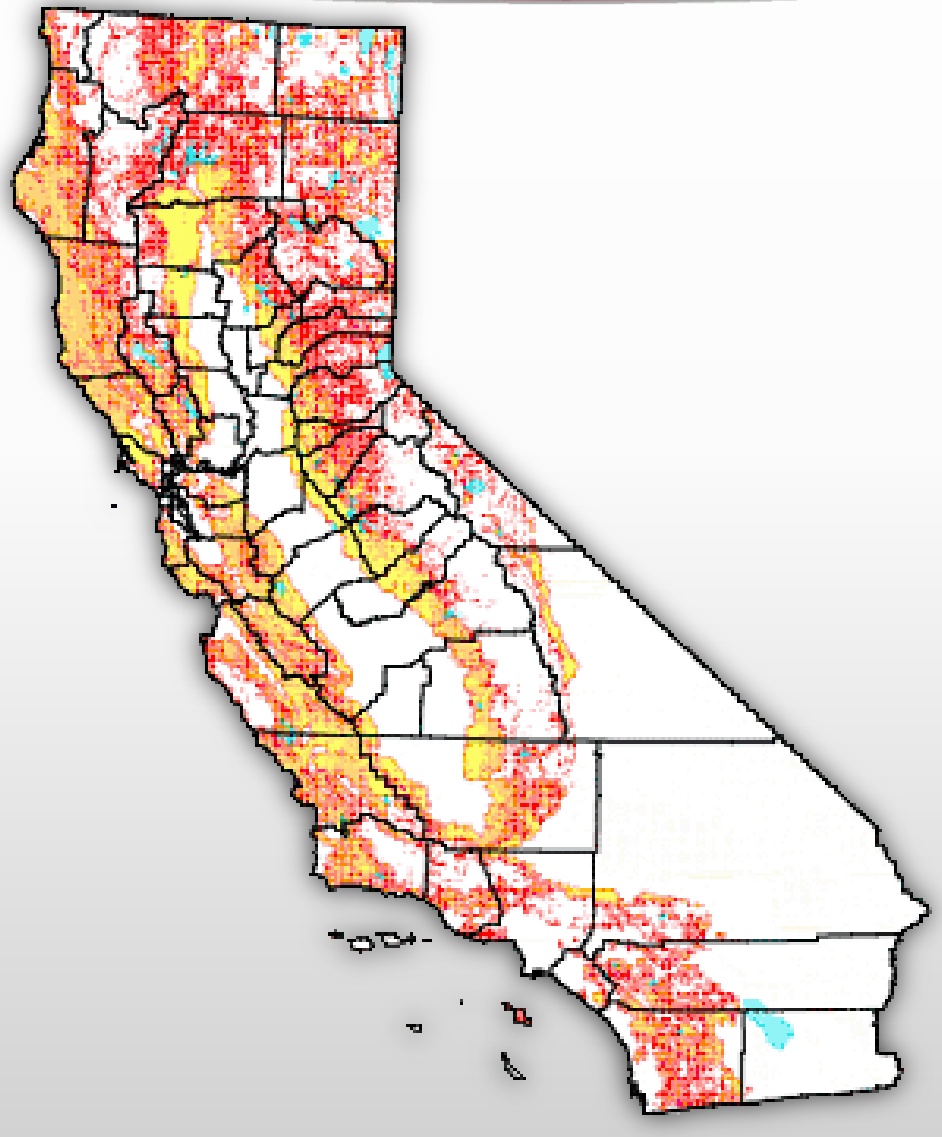
Fire Hazard Severity Zones (FHSZ)



Map Development

- Completed on December 1, 2024
  - Approximately 450 jurisdictions
    - 2007 – Over 200 jurisdictions in Very High FHSZ
- Develop LRA jurisdictional Maps for Cities and Counites and statewide LRA data
  - 45 days

Fire Hazard Severity Zones (FHSZ)

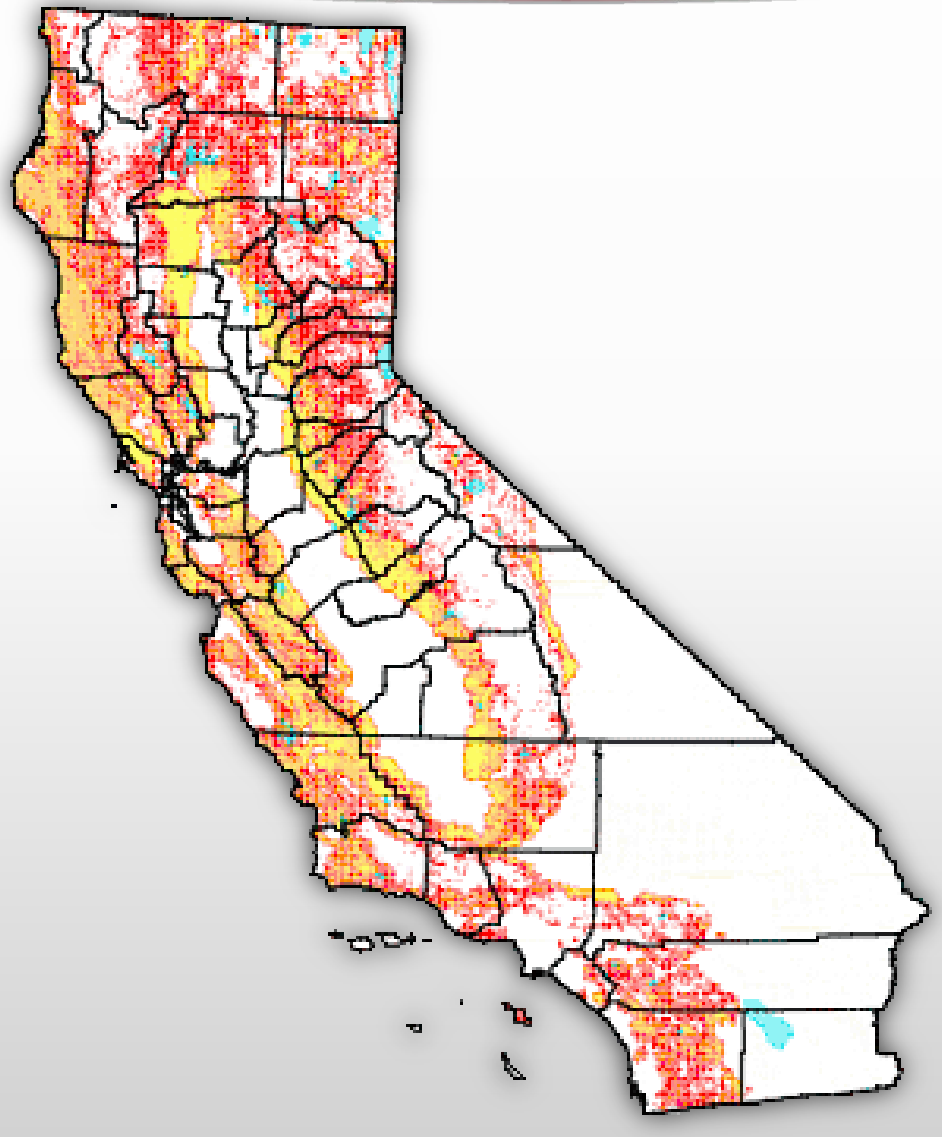


Initial Outreach to Local Agencies

- 60 days prior to map release
- Notification to Local Agencies
  - County Board of Supervisors
  - City Manager
  - Fire Chief
  - Fire Marshal

Gov. Code 51177 "Local agency" means a city, county, city and county, or district responsible for fire protection

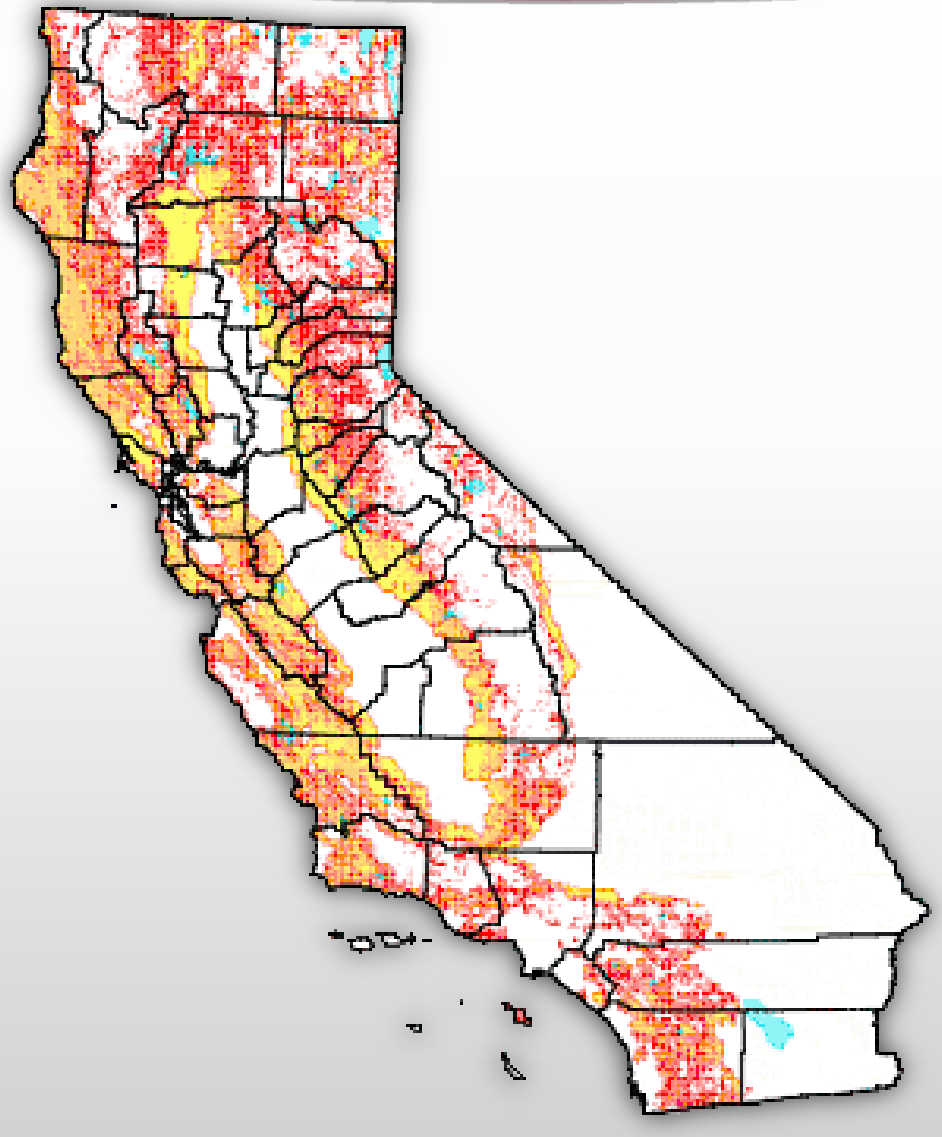
Fire Hazard Severity Zones (FHSZ)



Initial Outreach to Local Agencies

- Information in the HUB includes
  - Training video on the LRA process
  - Pertinent reference material
  - OSFM regional contact information
  - Tools to schedule a meeting with assigned OSFM staff
  - Public FHSZ model information and videos
  - FAQ's
  - Model ordinance
  - Local Agency surveys

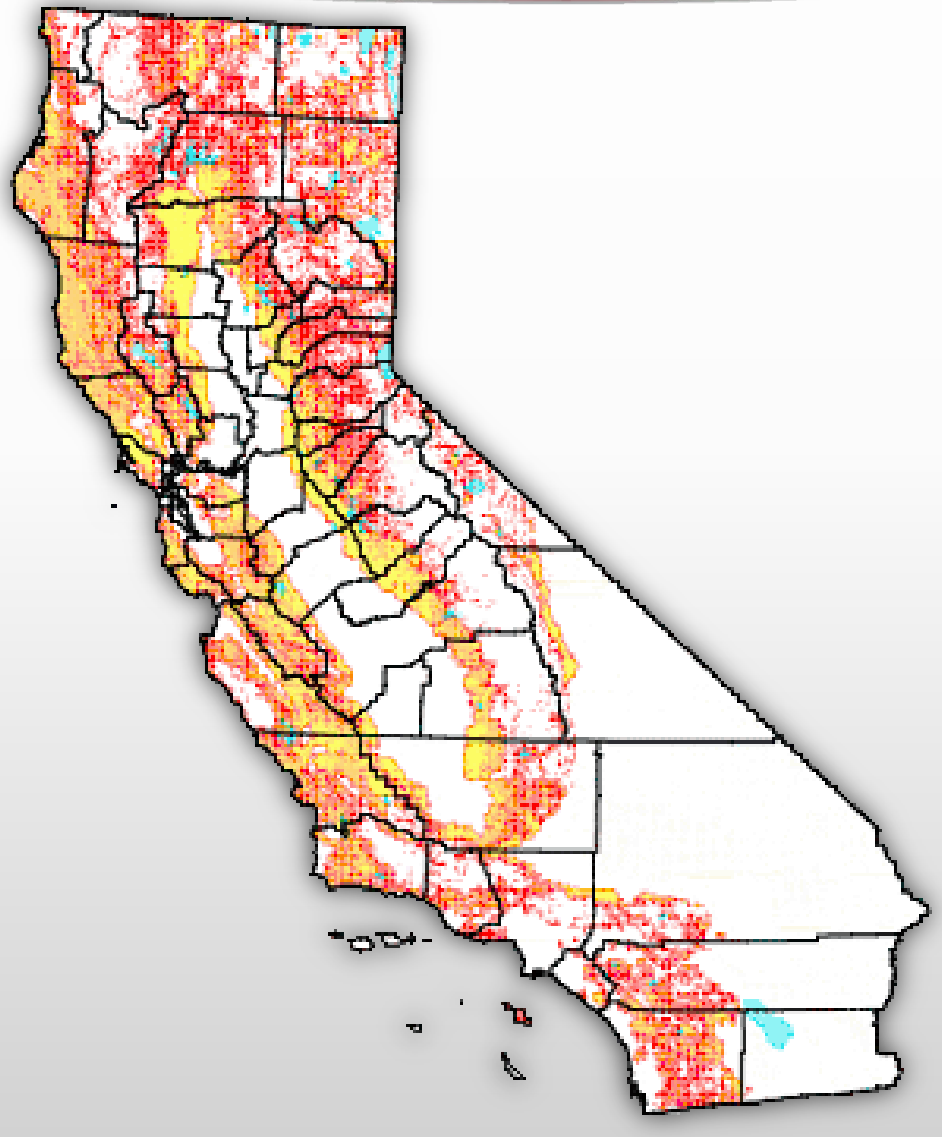
Fire Hazard Severity Zones (FHSZ)



Map Release

- Email and letter to Local Agencies
  - Provide local jurisdictions with a link to download maps and data.
  - Maps and data will be available through the HUB.

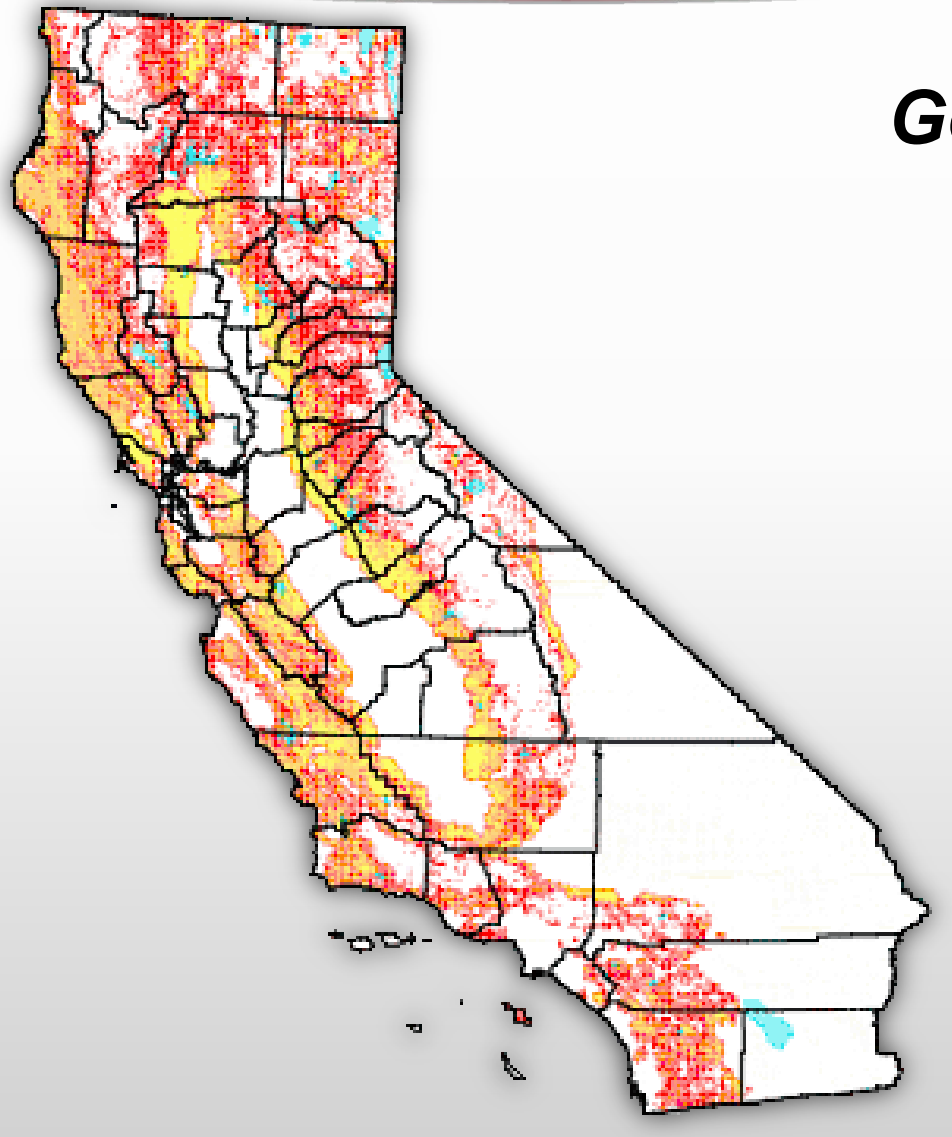
Fire Hazard Severity Zones (FHSZ)



Local Agency Adoption Process Begins (120-Day Ordinance Adoption) *Gov. Code 51179*

- Within 30 days of receiving the recommended FHSZ's, the Local Agency will make the information publicly available.
- Within 120 days of receiving the recommended FHSZ's, Local Agencies are required to adopt the FHSZ's by ordinance.

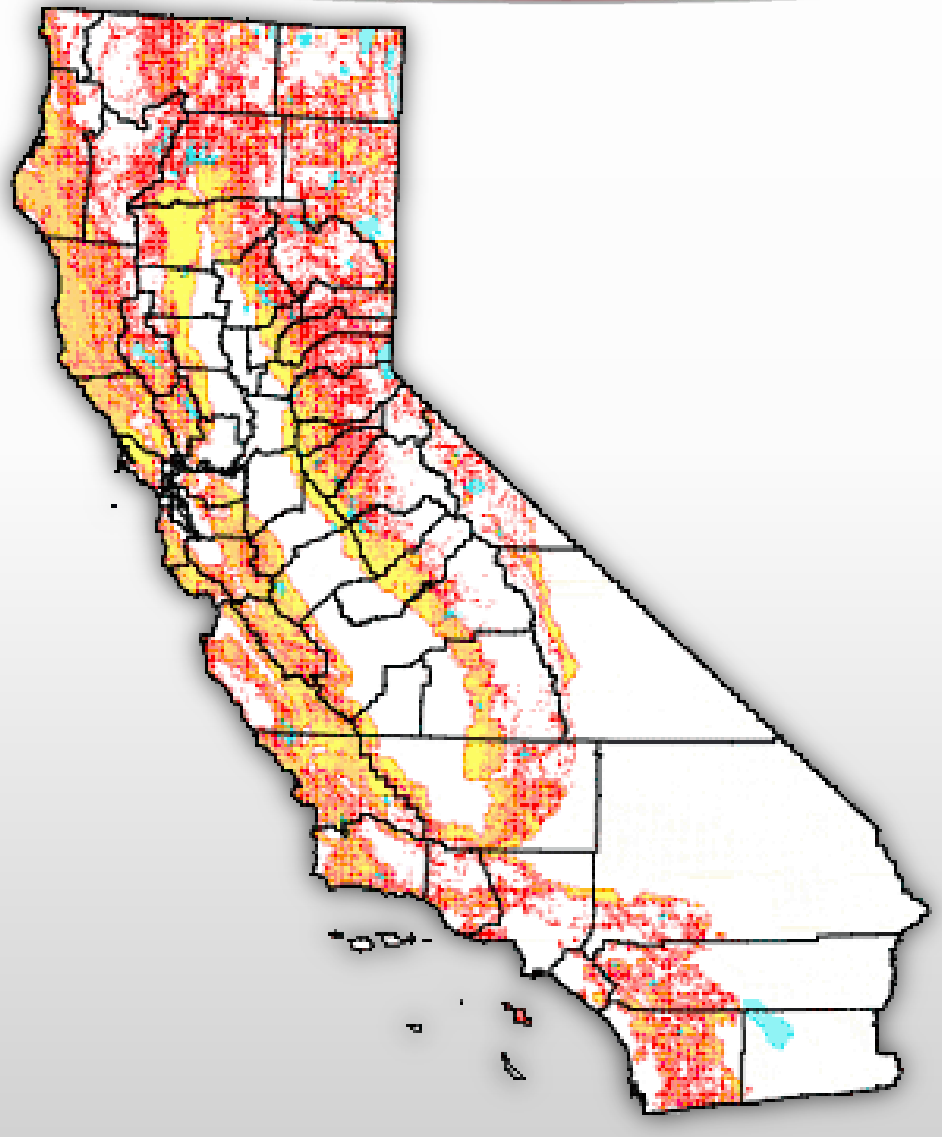
Fire Hazard Severity Zones (FHSZ)



Gov. Code 51179

- A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.

Fire Hazard Severity Zones (FHSZ)



Local Adoption Submittal to the Board of Forestry and Fire Protection

- Within 30 days of FHSZ ordinance adoption, Local Agencies are required to submit required documents to the Board.
- PDF map and Geographic Information System (GIS) geodatabase are required as part of the submission of the local ordinance.
- Board confirmation of receipt marks completion of the adoption of FHSZ's for each Local Agency.

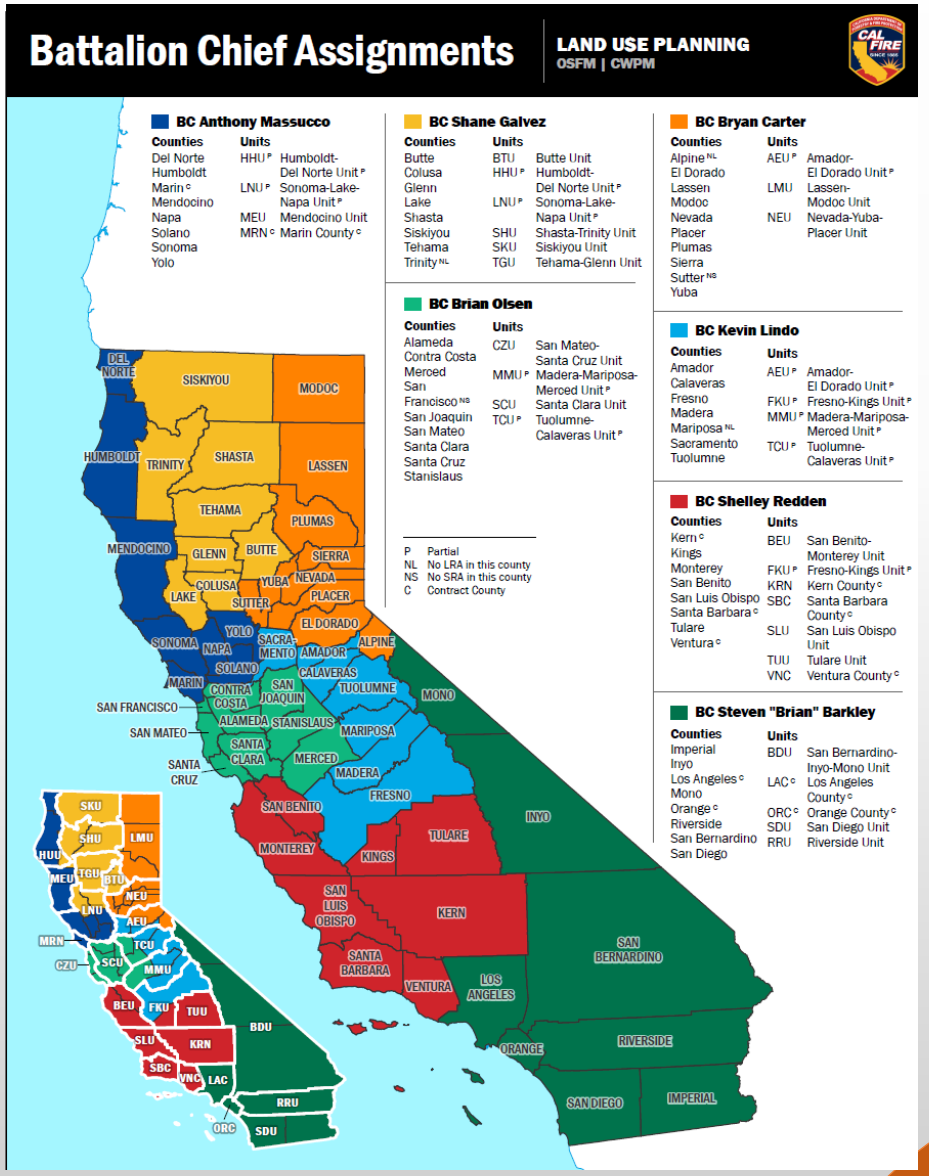
Fire Hazard Severity Zones (FHSZ)

Proposed Timeline:

September 1, 2024	Map development begins *(Underway)*
November 2024	Local Agencies are notified and OSFM begins outreach and education on the process to Local Agencies
January 2025	Maps transmitted to Local Agencies
May 2025	Maps required to be adopted by Local Agencies
June 2025	Copy of the adopted local map ordinance required to be submitted to the BOF

Fire Hazard Severity Zones (FHSZ)

OFSM Assistance



Fire Hazard Severity Zones
Local Responsibility Area

Fire Hazard Severity Zones

What is a Fire Hazard Severity Zone?
The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – CA GOV 51178

When did Fire Hazard Severity Zones begin in Local Responsibility Area?
Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – CA GOV 51175

What do Fire Hazard Severity Zones measure?
The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. - osfm.fire.ca.gov/fhsz

Will the new Fire Hazard Severity Zone maps affect my insurance?
Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. Insurance risk models incorporate additional factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady.
– California Department of Insurance

What are the requirements within Fire Hazard Severity Zones?

- Materials and Construction Methods for Exterior Wildfire Exposure – CBC Chapter 7A
- Natural hazard real estate disclosure at the time of sale – CA CIV 1102.19 (AB 38 2019)
- 100-foot defensible space clearance requirements – CA GOV 51182
- Property development standards such as road widths, water supply, and signage – CA PRC 4290
- Consideration during future development of Cities and Counties General Plan – CA GOV 65302

1980



Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1982

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1985

Fire Hazard Severity Zone maps are created.

1991



Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

1992

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

Frequently Asked Questions

Is there an easy way to determine the Fire Hazard Severity Zone of my property?
You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

Why are Fire Hazard Severity Zones being updated?
The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – PRC 4125 and GC 51178

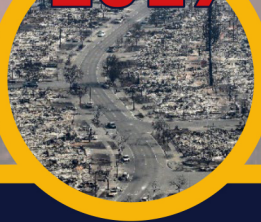
What are the key elements of the Fire Hazard Severity Zone Model?
The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

Why does the model place an emphasis on the spread of embers?
Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

What is the difference between SRA and LRA?
State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – CA PRC 4102
Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – CA PRC 4125

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?
CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.
– PRC 4202 and GC 51178

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018



Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

2007 CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2021 AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2022 AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

FHSZ Frequently Asked Questions

General

What is a Fire Hazard Severity Zone or FHSZ?

Public Resource Code 4202; The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, High, and Very High Fire Hazard Severity Zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models would utilize CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the Fire Hazard Severity Zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

What do Fire Hazard Severity Zones measure?

The Fire Hazard Severity Zone map reflects "hazard," not "risk". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

FHSZ Frequently Asked Questions

General

What are the key elements of the Fire Hazard Severity Zone model?

The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

Where do Fire Hazard Severity Zones apply?

Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under Senate Bill 63 (Stern, 2021) Government Code 51178 was amended to also identify the Moderate and High Fire Hazard Severity Zones with the Very High in Local Responsibility Area (LRA).

What are the uses of Fire Hazard Severity Zones?

The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

When were the maps last updated?

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA).

Why are fire hazard severity maps being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

FHSZ Frequently Asked Questions

General

How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?

The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

How are Fire Hazard Severity Zones determined?

CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

What new data will be included in the new model, and how does this differ from the previous model?

A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

Why is my property in a different zone than the adjacent area, which looks similar?

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

FHSZ Frequently Asked Questions

General

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

Why do waterbodies have a Fire Hazard Severity Zone Classification?

All areas in State Responsibility Area, including water bodies, require a Fire Hazard Severity Zone designation. The 2007 FHSZ maps zoned all water as Moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.

How can I search the Fire Hazard Severity Zone of a property?

You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ

FHSZ Frequently Asked Questions

State Responsibility Area

What is State Responsibility Area or SRA?

SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

How is State Responsibility Area determined?

The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the Public Resources Code Section 4125. The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

What Fire Hazard Severity Zones are in State Responsibility Area?

All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

What are the wildland urban interface (WUI) building codes in State Responsibility Area?

The WUI building codes (California Building Code (CBC) Chapter 7A) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all State Responsibility Area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/

FHSZ Frequently Asked Questions

State Responsibility Area

What is the difference between the various Fire Hazard Severity Zones?

Classification of a wildland zone as Moderate, High or Very High Fire Hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes.

Is the GIS data for Fire Hazard Severity Zones available for download?

The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.

Local Responsibility Area

What is Local Responsibility Area or LRA?

Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates, 1992) prompted by the devastating Oakland Hills Fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in Local Responsibility Area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. Government Code 51175 then provides direction for the local jurisdiction to take appropriate action.

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the State Responsibility Area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

What are the requirements for landowners in Fire Hazard Severity Zones in Local Responsibility Areas?

California's WUI building codes (CBC Chapter 7A) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?

Yes, per Government Code 51182 unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

Local Responsibility Area

What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?

CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.

How are the new Fire Hazard Severity Zones impacting development?

Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

When will the Local Responsibility Area Map be released?

The Local Responsibility Area map process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2025.

Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?

New legislation, Senate Bill 63 (Stern, 2021), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Why is my property in a different zone than the adjacent area, which looks similar?

In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

LRA Legislation Factsheet

Assembly Bill No.337

An act to add Chapter 6.8 (commencing with Section 51175) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Section 13108.5 of the Health and Safety Code, relating to fire protection.

[Enrolled, January 28, 1991]

AB 337, Bates. Very high fire hazard severity zones.

(1) Under existing law, the State Board of Forestry is required to classify all lands within the state, in accordance with prescribed criteria, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state.

This bill would declare that the prevention of fires is not a municipal affair but is instead, a matter of statewide concern, and would make a finding and declaration of the Legislature that its provisions apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. The bill would prohibit that finding from limiting the authority of a local agency, as defined, from imposing more restrictive fire and panic safety requirements, as otherwise authorized by law.

The bill would state that it is not the intent of the Legislature to limit or restrict the authority of a local agency to impose more restrictive fire and panic safety requirements, as otherwise authorized by law.

This bill would require the Director of Forestry and Fire Protection to identify areas in the state as very high fire hazard severity zones within all counties pursuant to a prescribed schedule. The bill would require local agencies, as defined, to designate, by ordinance, very high fire hazard severity zones in their jurisdiction after receiving recommendations from the director, except as prescribed. The bill would authorize local agencies to include or exclude areas following certain findings and would require changes made by local agencies to be final and not rebuttable by the director. By requiring local agencies to designate very high fire hazard severity zones within their jurisdictions, this bill would impose a state-mandated local program. The bill would require the State Fire Marshal to prepare and adopt a model ordinance that provides for the establishment of any high fire hazard security zones.

Assembly Bill No.337 (Continued)

(2) Under existing law, any person who owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land that is covered with flammable material, is required to undertake specified fire protection measures, including the maintenance of specified firebreaks.

The bill would enact requirements of this nature for any person who owns, leases, controls, operates, or maintains, any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or land covered with flammable material, which area or land is within a very high fire hazard severity zone, as described in (1).

The bill would authorize local agencies to exempt certain structures and would exempt certain land or water areas.

The bill would make violation of these requirements an infraction or misdemeanor, as specified, thereby imposing a state-mandated local program by creating a new crime, and would specify related matters.

This bill would require local agencies to notify owners of property of violation and would authorize local agencies to correct the conditions and make a lien upon the property, as prescribed. By creating these requirements, this bill would impose a state-mandated local program.

The bill would permit a violation of these requirements to be considered a public nuisance, as specified.

(3) Existing law requires the State Fire Marshal to adopt, amend, and repeal regulations for roof coverings and openings into the attic areas of buildings in those fire hazard severity zones in state responsibility lands as designated by the director. Existing law requires the director to classify lands within state responsibility areas into fire hazard severity zones.

This bill would instead require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal those regulations. The bill would also require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal, those regulations for buildings in very high fire hazard severity zones in state responsibility lands, designated by the director, and in very high fire hazard severity zones as described in (1). The bill would require roofs on all new buildings and certain existing buildings in both of those zones to be at least a class B roof that complies with Standard 32-7 of the Uniform Building Code, as adopted in the California Building Standards Code. The bill would impose requirements on installers and roofing materials and make other related changes. The bill would exempt historic buildings, as defined, from these provisions.

LRA Legislation Factsheet

Senate Bill No.63

CHAPTER 382

An act to amend Sections 51177, **51178, 51178.5,** 51182, and 51189 of the **Government Code**, to amend Section 13108.5 of the Health and Safety Code, and to amend Sections 4124.5 and 4291 of, and to add and repeal Sections 4123.8, 4291.5, and 4291.6 of, the Public Resources Code, relating to fire prevention.

[Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021.]

SB 63, Stern. Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.

(1) Existing law requires the Director of Forestry and Fire Protection to identify areas of the state as very high fire hazard severity zones based on specified criteria. Existing law requires a local agency, within 30 days after receiving a transmittal from the director that identifies very high fire hazard severity zones, to make the information available for public review, as provided. This bill, among other things, would also require the director to identify areas of the state as moderate and high fire hazard severity zones. The bill would modify the factors the director is required to use to identify areas into fire hazard severity zones, as provided. The bill would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

This bill would also make conforming changes.

(2) Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. Existing law authorizes a greater distance than specified above on the specified land in a very high fire hazard severity zone. Existing law specifies that clearance beyond the property line may only be required if state law, local ordinance, rule, or regulation includes certain findings and specifies that clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

Amended by Senate Bill No.63

Government Code 51178

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)

Government Code 51178.5

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)

Assembly Bill No. 211

CHAPTER 574

An act to amend Sections 11891, 11893, 12581, 12996, 12998, 12999.4, and 12999.5 of, and to add Sections 12999.6 and 13001 to, the Food and Agricultural Code, **to amend Section 51179 of the Government Code**, to amend Sections 44274.10, 44274.11, 44274.12, 44274.13, and 44274.14 of the Health and Safety Code, to amend Sections 3113, 4799.05, 14503.5.1, 14538, 14549.2, 14581, 42052, and 42060 of, to add Sections 14537.5, 14548, 14555, and 21166.3 to, to add Part 5 (commencing with Section 75250) to Division 44 of, and to repeal Section 75250.1 of, the Public Resources Code, to amend Section 43152.6 of, and to amend and repeal Section 43152.10 of, the Revenue and Taxation Code, to amend Section 13198 of the Water Code, to amend the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) by amending Item 8570-002-0001 of Section 2.00 of that act, and to amend the Budget Act of 2021 (Chapter 44 of the Statutes of 2022) by amending Items 3540-101-0001 of Section 2.00 of that act, relating to public resources, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor September 27, 2022. Filed with Secretary of State September 27, 2022.]

AB 211, Committee on Budget. Public resources trailer bill.

(2) Existing law requires the State Fire Marshal to identify areas of the state as moderate, high, and very high fire hazard severity zones based on specified criteria. Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal. Existing law authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence, as provided.

This bill would additionally require a local agency to designate, by ordinance, moderate and high fire hazard severity zones within 120 days of receiving recommendations from the State Fire Marshal. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. The bill would additionally authorize a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively. The bill would prohibit the local agency from decreasing the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, as provided.

LRA Legislation Factsheet

Amended by Assembly Bill No. 211

Government Code 51179

(a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

(b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.

(c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.

(d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.

(e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.

(f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.

(g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)

Increasing Fire Hazard Severity Zone (FHSZ) Area and Designation

Government Code section 51179 requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within 120 days of receiving the identified FHSZ's from the State Fire Marshal pursuant to Section 51178.

The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the FHSZ designations. However, a local agency may choose to increase the designation of a FHSZ from the FHSZ identified by the State Fire Marshal, or designate areas as having a FHSZ that were not designated in a FHSZ by the State Fire Marshal. This may occur because FHSZ zone edges in the maps and data from the State Fire Marshal are not aligned with parcel boundaries or roads that some may consider for lines of convenance when adopting ordinances. A local agency is not allowed to reduce the designation of a FHSZ classification from the State Fire Marshal (i.e. a local agency cannot make an area designated as High by the State Fire Marshal, Moderate in its adopted ordinance).

However, a local jurisdiction can increase the designation from the one identified by the State Fire Marshal. If a local agency decides to increase the designation of a FHSZ, it may do so if it does the following:
1. If increasing the designation to Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If increasing the designation to Moderate or High, a local agency may do this at its discretion.

If a local agency decides to include areas in its FHSZ adopted ordinance not identified as being in a FHSZ by the State Fire Marshal, it may include those areas if it does the following:
1. If including areas not identified as being in a FHSZ and designating it as Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If including areas not identified as being in a FHSZ and designating it as Moderate or High, a local agency may do this at its discretion.

LRA Legislation Factsheet

Land Use Planning Program

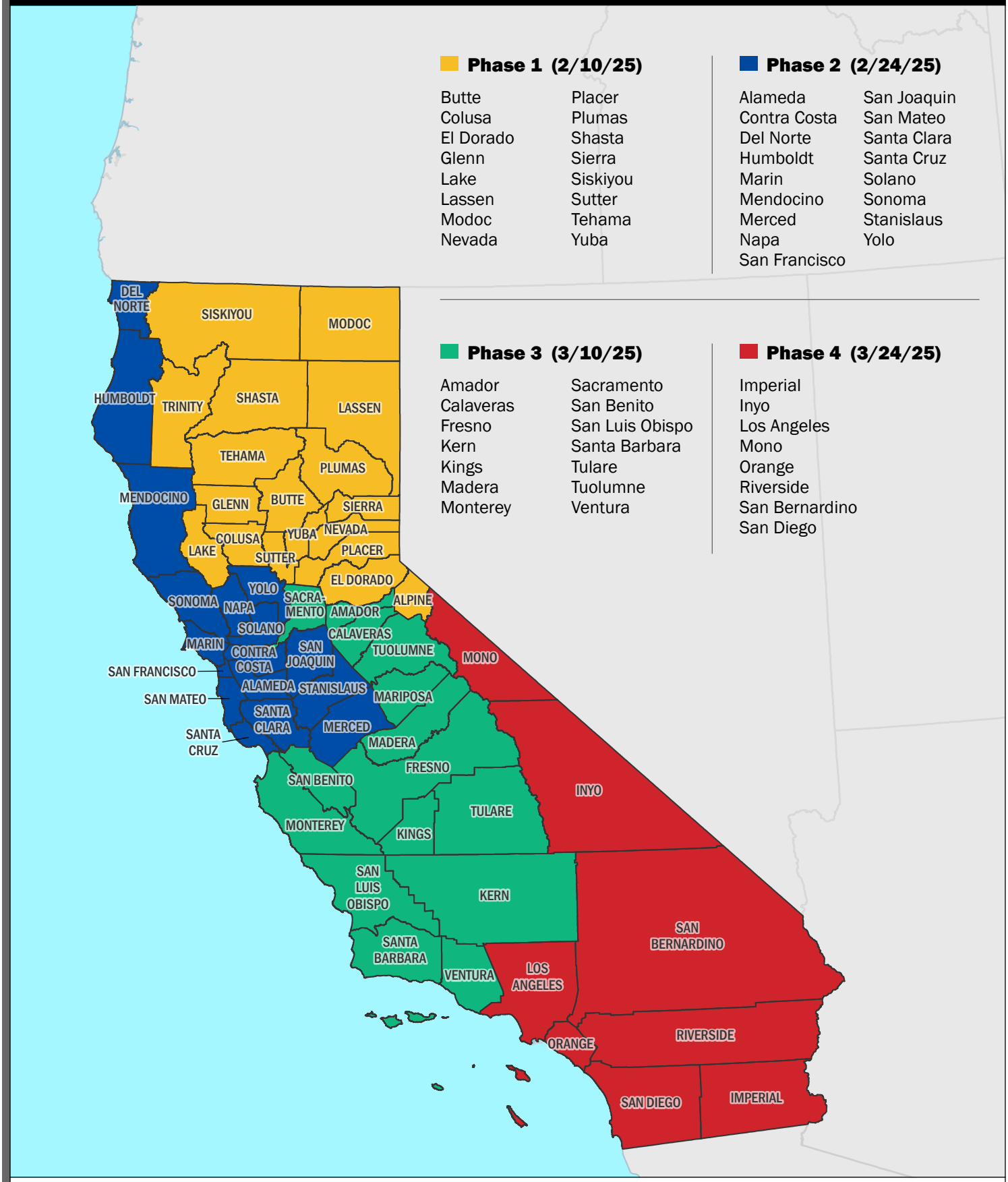
CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, as well as collaborating in the development of Safety Elements in General Plans.

For More Information

osfm.fire.ca.gov/fhsz

LRA FHSZ Rollout Plan

OFFICE OF THE STATE FIRE MARSHAL



Phase 1 (2/10/25)

Butte
Colusa
El Dorado
Glenn
Lake
Lassen
Modoc
Nevada
Placer
Plumas
Shasta
Sierra
Siskiyou
Sutter
Tehama
Yuba

Phase 2 (2/24/25)

Alameda
Contra Costa
Del Norte
Humboldt
Marin
Mendocino
Merced
Napa
San Francisco
San Joaquin
San Mateo
Santa Clara
Santa Cruz
Solano
Sonoma
Stanislaus
Yolo

Phase 3 (3/10/25)

Amador
Calaveras
Fresno
Kern
Kings
Madera
Monterey
Sacramento
San Benito
San Luis Obispo
Santa Barbara
Tulare
Tuolumne
Ventura

Phase 4 (3/24/25)

Imperial
Inyo
Los Angeles
Mono
Orange
Riverside
San Bernardino
San Diego

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Data Sources: FRAP (cnty19_1)

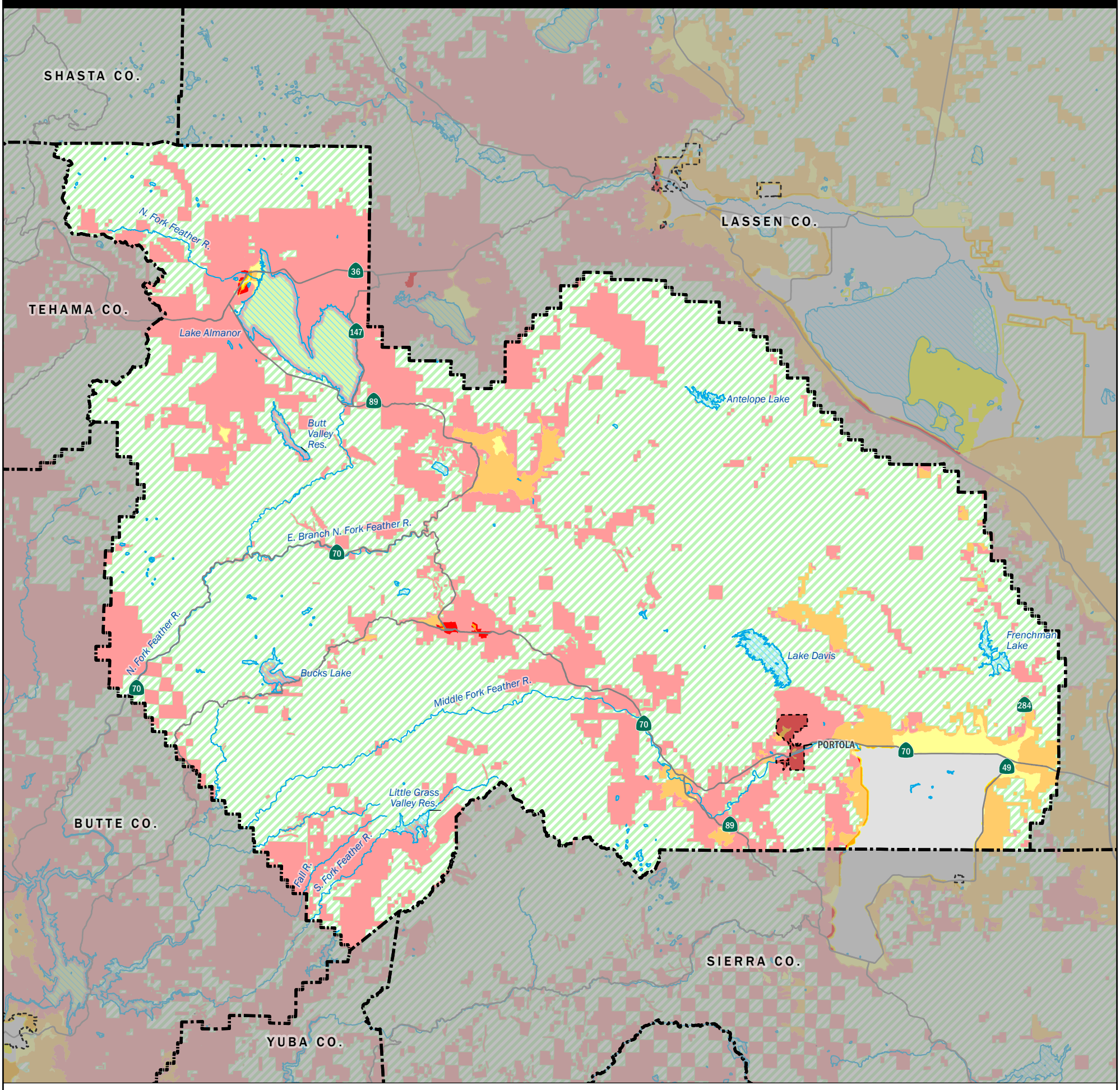
Office of the State Fire Marshal, 2/5/2025

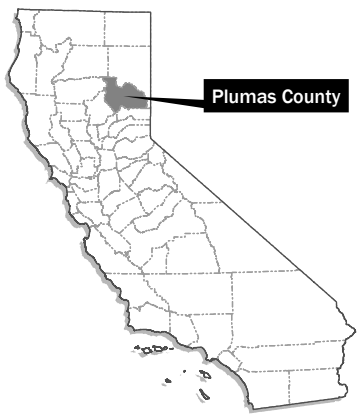
PLUMAS COUNTY – UNINCORPORATED LRA

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

January 22, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 10 20

Km 0 10 20 30 40

Projection: NAD 83 California Teale Albers
Scale: 1:497,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

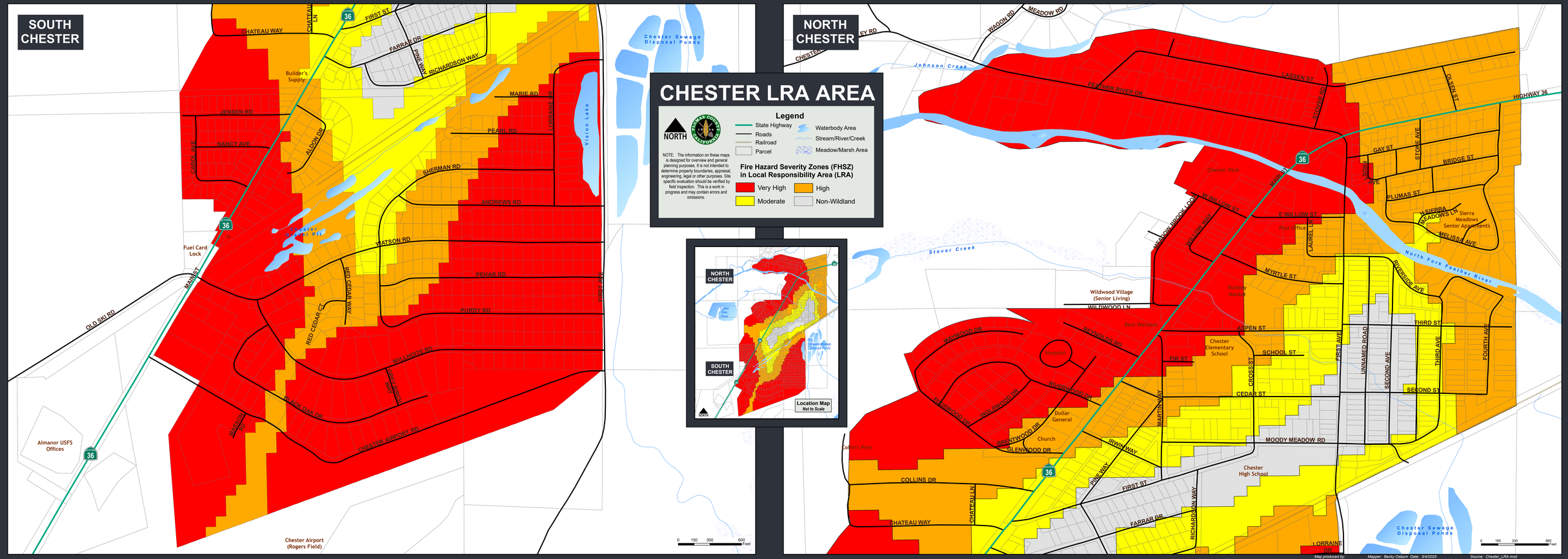
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

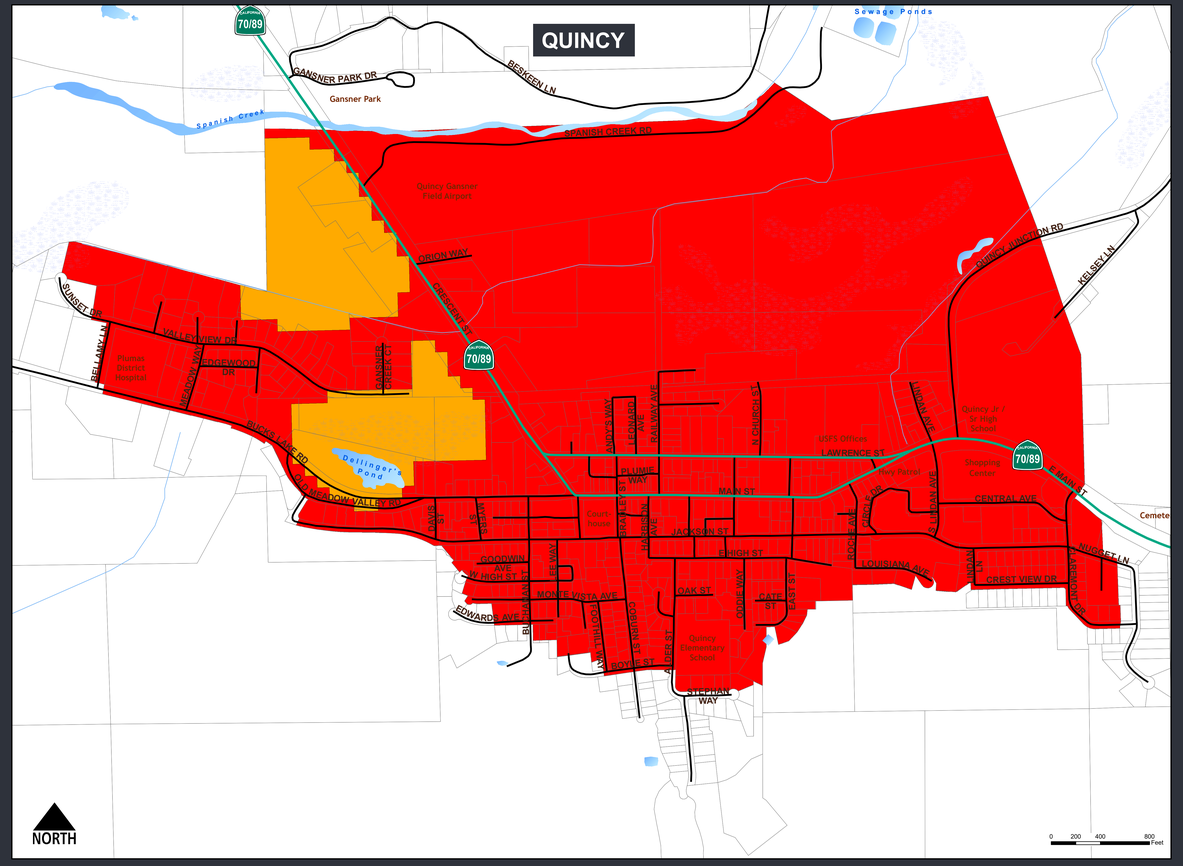
Data Sources:

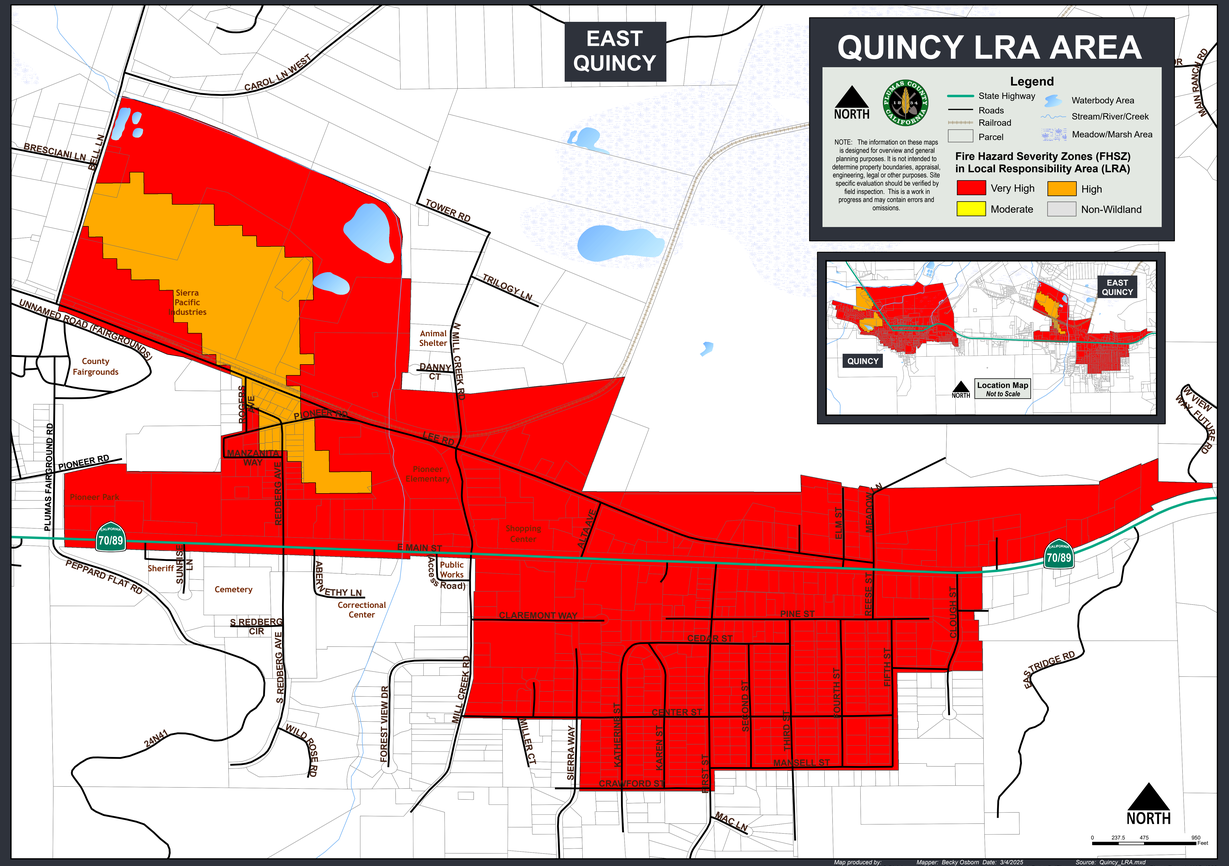
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)


SOUTH CHESTER
NORTH CHESTER
CHESTER LRA AREA
NORTH
NOTE: The information on these maps is designed for overview and general planning purposes. It is not intended to determine property boundaries, appraisal, engineering, legal or other purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions.
Legend
State Highway
Roads
Railroad
Parcel
Waterbody Area
Stream/River/Creek
Meadow/Marsh Area
Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA)
Very High
High
Moderate
Non-Wildland
Location Map
Not to Scale
Chester Sewage Disposal Ponds
Vision Lake
Johnson Creek
Stover Creek
North Fork Feather River
Chester Airport (Rogers Field)
Almanor USFS Offices
Fuel Card Lock
Builder's Supply
Chester Park
Wildwood Village (Senior Living)
Holiday Market
Post Office
Best Western
Hospital
Chester Elementary School
Chester High School
Dollar General
Church
Sierra Meadows Senior Apartments
Collin's Pine
CHATEAU WAY
FIRST ST
FARRAR DR
PINE WAY
RICHARDSON WAY
MARIE RD
LORRAINE DR
JENSEN RD
NANCY AVE
CAROL AVE
ALDON DR
PEARL RD
SHERMAN RD
ANDREWS RD
WATSON RD
PEHAR RD
PURDY RD
WILKINSON RD
BLACK OAK DR
CHESTER AIRPORT RD
MASSON RD
RED CEDAR WAY
RED CEDAR CT
MAIN ST
OLD SKI RD
FIRST AVE
CHATEAU LN
FEATHER RIVER DR
LASSEN ST
STOVER RD
OLSEN ST
HIGHWAY 36
GAY ST
STONE AVE
BRIDGE ST
PLUMAS ST
SIERRA MEADOWS LN
MELISSA AVE
RIVERSIDE AVE
MYRTLE ST
THIRD ST
ASPEN ST
SCHOOL ST
CEDAR ST
SECOND ST
PIR ST
CROSS ST
FIRST AVE
UNNAMED ROAD
SECOND AVE
THIRD AVE
FOURTH AVE
MOODY MEADOW RD
IRWIN WAY
MARTIN WAY
PINE WAY
COLLINS DR
CHATEAU LN
RICHARDSON WAY
LORRAINE DR
WAGON RD
MEADOW RD
CHESTER
WILLOW LOOP
W WILLOW ST
E WILLOW ST
WILLOW WAY
LAUREL LN
WILDWOOD LN
WAGNOOD DR
REYNOLDS RD
RIVERWOOD DR
RIVERWOOD PL
BRENTWOOD DR
GLENWOOD DR
0 150 300 600 Feet
0 165 330 660 Feet
Map produced by Plumas County GIS Division
Mapper: Becky Osborn Date: 3/4/2025
Data Sources: Plumas County Framework Data, CalFire
Source: Chester_LRA.mxd
Projection: California State Plane, Zone 1, NAD 1983





Map produced by Plumas County GIS Division | Mapper: Becky Osborn Date: 3/4/2025 Data Sources: Plumas County Framework Data, CalFire | Source: Quincy_LRA.mxd Projection: California State Plane, Zone 1, NAD 1983

SIERRA VALLEY LRA

NORTH

NOTE: The information on these maps is designed for overview and general planning purposes. It is not intended to determine property boundaries, appraisal, engineering, legal or other purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions.

Legend

- State Highway
- Roads
- Railroad
- Parcel
- Waterbody Area
- Stream/River/Creek
- Meadow/Marsh Area

Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA)

- Very High
- High
- Moderate
- Non-Wildland

Beckwourth
Nervino Airfield
Vinton
Sierra Valley Channels
Little Last Chance Lake
NORTH CHANNEL LITTLE LAST CHANCE CREEK
EAST CHANNEL LITTLE LAST CHANCE CREEK

COUNTY ROAD 125
BRADLEY RATE RD
PANORAMIC RD
WENDRU RD
BECKWOURTH GENESEE RD
MAIN ST
N INDUSTRIAL WAY
MAGPIE RD
HAWLEY RD
AUSTIN RD
BECKWOURTH LOYALTON RD
23N65
MADDALENA RD
HARRISON RANCH RD
HIGHWAY 70
DOTTA-GUIDICI RD
EDE ST
RAMELLI GREIG RD
COWI CAMP RD
HIGHWAY 49
22N03
VALLE VISTA DR
SEGUNDO RD
MONEY RD
RANCH RD
MARBLE HOT SPRINGS RD
DYSON LN
SIERRA VALLEY RD
SIERRA VALLEY MCNELLA LN
22N01 (aka Money Rd)
BECKWOURTH CALPINE RD
OLD COUNTY RD
LITCHFIELD RD
HARRIET LN
CHURCH LN
DOTTA LN
CARMEN VALLEY TRL
CARMEN VALLEY RD
CORRECO CANYON RD

A23 A24 70 49

SIERRA COUNTY

Map produced by: Plumas County GIS Division
Mapper: Becky Osborn Date: 3/4/2025
Data Sources: Plumas County Framework Data, CalFire
Source: Sierra_Valley_LRA.mxd
Projection: California State Plane, Zone 1, NAD 1983

RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps

1. **How will the updated CAL FIRE maps affect insurance availability and affordability?**

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

Commissioner Lara's new wildfire safety regulation will help increase access to insurance by promoting wildfire safety across the state. Reducing wildfire risks throughout the state is the primary way we can make insurance more available and affordable, and our regulation is a major step towards that goal. CAL FIRE's maps support that goal through improving public education about hazard and the need for safety preparation.

2. **How will these maps benefit the public?**

Public education about where current wildfire hazards exist is essential to reducing the threat to local communities and maintaining access to available and affordable insurance. When communities know and understand their risks, they can plan and prepare.

In addition, the Department's first-ever report on climate insurance recommended updated wildfire hazard mapping to improve public safety.

3. **If you are a homeowner and your zone changed from High Hazard to Very High Hazard, will this impact your insurance premiums or renewal ability?**

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zone maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.

4. **How is the state addressing wildfire mitigation?**

By design, CAL FIRE's maps are focused on long-range wildfire hazard, which includes only certain variables, like wind, vegetation, ember production and movement, climate, topography, and fire history. CAL FIRE's maps will give up to date information to communities about the level of wildfire hazard they face, which could help target resources at the state and local level. Expanded state grant programs and Commissioner Lara's new wildfire safety regulation are aimed at reducing wildfire risks to communities through programs such as Firewise USA and the new Fire Risk Reduction Community designation from the California Board of Forestry and Fire Protection.

SECTION 4911
MODEL ORDINANCE FOR FIRE HAZARD SEVERITY ZONE ADOPTION

ORDINANCE NO.

An ordinance of the City (or County or District) of to designate fire hazard severity zones.

The Council (or Board) of the ordains as follows:

The City (or County or District) hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

Or

☐ *The City (or County or District) hereby designates areas not identified as Very High Fire Hazard Severity Zones by the State Fire Marshal, as Very High Fire Hazard Severity Zones following a finding supported by substantial evidence in the record that the requirements of Government Code Section 51182 are necessary for effective fire protection within the area.*

(and/or)

☐ *The City (or County or District) hereby designates areas not identified as Moderate and High Fire Hazard Severity Zones by the State Fire Marshal, as Moderate and High Fire Hazard Severity Zones, respectively.*

The map, approved by the city (or county or district), is hereby incorporated by reference, and entitled "City (or County or District) Fire Hazard Severity Zones."
Dated ( ).

The official map is also located electronically on the following website:

On the motion of Member , seconded by Member:

The roll call vote:

Ayes: Noes: Abstain: Absent:

The foregoing ordinance was passed and adopted this day of , 20

Ordinance

(Name)
(City or County or Board of)

Attest: *Approved as to form:*
(Name) *(Name)*
Clerk *City or County or District Counsel*

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Pursuant to Plumas County Code Section 2-4.503(a), confirm the re-appointment of Tracey Ferguson, Planning Director as the Zoning Administrator, effective April 1, 2025; discussion and possible action.**

Recommendation:
Pursuant to Plumas County Code Section 2-4.503(a), confirm the re-appointment of Tracey Ferguson, Planning Director, as Zoning Administrator, effective April 1, 2025.

Background and Discussion:
Plumas County Code Sec. 2-4.503 (Zoning Administrator) describes the office of the Zoning Administrator. The Zoning Administrator is responsible for the administration of portions of Title 9, Planning and Zoning, of the Plumas County Code, acting as the hearing officer to investigate, consider, approve, conditionally approve, deny, revoke approval, or refer to the Board discretionary applications for variances, special use permits, tentative maps, and other permits.

The Plumas County “Planning Director” job classification is the Zoning Administrator for the County local government; however, on June 20, 2023, due to Planning Department staffing shortages, and to avoid further discretionary application delays, because, at the time, Director Ferguson was the sole Planning Department staff member in her department, she brought an item before the Board of Supervisors to confirm the appointment of Jim Graham as Interim Zoning Administrator, to allow Ms. Ferguson, Planning Director, to step back and act as planning staff in order to process discretionary applications.

The Board of Supervisors took action on June 20, 2023, and confirmed the appointment of Jim Graham as Interim Zoning Administrator, and Mr. Graham has been acting as Interim Zoning Administrator ever since, while Director Ferguson has been acting as staff planner.

At present, Jim Graham will be retiring from County employment at the end of March 2025, and the Planning Department is now staffed with one full time Associate Planner and one part-time Senior Planner, to process discretionary applications; therefore, the request before the Board of Supervisors is to confirm the re-appointment of Tracey Ferguson, Planning Director, as the Zoning Administrator, effective April 1, 2025.

Action:

Pursuant to Plumas County Code Section 2-4.503(a), confirm the re-appointment of Tracey Ferguson, Planning Director, as Zoning Administrator, effective April 1, 2025.

Fiscal Impact:

Planning Department (General Fund) FY24/25 regular wages, Planning Director.

Attachments:
1. Plumas County, CA Code of Ordinances_2-4.503

Sec. 2-4.503. - Zoning Administrator.

(a) *Creation.* There is hereby created the office of Zoning Administrator. The Zoning Administrator shall be appointed by the Planning Director, confirmed by the Board, and act under the general direction of the Planning Director.

(b) *Responsibility.* Pursuant to the provisions of Section 11509 of the Business and Professions Code of the State and Sections 65401, 65402, and 65900 of the Government Code of the State, the Zoning Administrator shall be responsible for the administration of the portions of this Code as provided by this section.

(c) *Duties.* The Zoning Administrator shall have original jurisdiction to act as a hearing officer to investigate, consider, approve, conditionally approve, deny, revoke approval, or refer to the Board applications for variances, special use permits, tentative maps, and other permits when this Code provides therefor and establishes criteria for determining such matters. The Zoning Administrator shall notice all hearings and meetings as required by this Code. The Zoning Administrator shall grant applications in strict conformance with the requirements of this Code, and the Zoning Administrator may prepare and adopt additional rules and procedures necessary or convenient for the conduct of business.

(§ 1, Ord. 88-694, eff. July 15, 1988; § 1, Ord. 05-1026, adopted March 29, 2005)

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

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

FROM:

MEETING DATE: **March 11, 2025**

SUBJECT: **Human Resources**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

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Attachments:
None

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Adopt RESOLUTION adopting a new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 an hour, amend the personnel allocations for County Administrative Office by adding 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Adopt **RESOLUTION** adopting a new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 an hour, amend the personnel allocations for County Administrative Office by adding 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:
This position is an at-will, limited term position through fiscal year 2026/27, based on available funding from the PG&E Dixie Fire settlement. The Disaster Recovery Coordinator is single-position classification responsible for performing disaster recovery program management work. The Disaster Recovery Coordinator will serve as a subject matter expert and technical advisor in disaster and emergency management recovery projects. The position operates in a highly visible and evolving arena working on significant and strategic disaster recovery projects as well as coordination of County disaster recovery priorities and directives.

Action:

Adopt **RESOLUTION** adopting a new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 an hour, amend the personnel allocations for County Administrative Office by adding 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

This position is funded with PG&E settlement funds. Upon exhaustion of the settlement funds, this position will be eliminated.

Attachments:
1. Disaster Recovery - Resolution

RESOLUTION NO. 2025 - _____

APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY DISASTER RECOVERY COORDINATOR JOB CLASSIFICATION IN THE COUNTY ADMINISTRATIVE OFFICE - BASE WAGE $35.00/HOUR.

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, this position will be funded through the 26/27 Fiscal Year to end on June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; and

WHEREAS, the Interim Human Resources Director has written and attached a new job classification in Exhibit A for the Disaster Recovery Coordinator, base wage of $35.00/hour; and

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

1) Approve the new job description for a limited-term Plumas County Disaster Recovery Coordinator attached as Exhibit A.

2) Approve a base wage of $35.00/hour.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of March 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

_____
Kevin Goss, Chair
Board of Supervisors

ATTEST:

_____
Allen Hiskey, Clerk of the Board

Approved as to form:
Sara James, Attorney
County Counsel's Office

EXHIBIT A

PLUMAS COUNTY **APPROVED: 03/2025**

DISASTER RECOVERY COORDINATOR

DEFINITION:

Under general direction, plans and oversees the County's local disaster recovery projects and programs; implements, coordinates, and advocates local disaster recovery goals, objectives, and outcomes; fosters cooperative working relationships among County departments and serves as a liaison to the community and federal, state, and local agencies; provides staff assistance to the County Administrative Officer or the Board of Supervisors in areas of disaster recovery; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

This position is an at-will, limited term position through fiscal year 2026/27, based on available funding from the PG&E Dixie Fire settlement. The Disaster Recovery Coordinator is a single-position classification responsible for performing disaster recovery program management work. The Disaster Recovery Coordinator will serve as a subject matter expert and technical advisor in disaster and emergency management recovery projects. The position operates in a highly visible and evolving arena working on significant and strategic disaster recovery projects as well as coordination of County disaster recovery priorities and directives.

REPORTS TO:

County Administrative Officer or the Board of Supervisors (BOS) or BOS Designee

CLASSIFICATIONS DIRECTLY SUPERVISED:

None

EXAMPLES OF DUTIES:

- Provides overall management, strategic direction, administrative support, and communication for long-term disaster recovery implementation projects.
- Serves as the primary point of contact with federal, state, and local government agencies and the community on disaster recovery programs.
- Supports implementation of recovery plans to ensure plans are publicly supported, actionable, and feasible based on available funding and capacity.
- Communicates and collaborates with volunteers, key stakeholders, the business and nonprofit communities, to coordinate capital and other recovery needs.
- Track implementation responsibility of the Plumas County local government specific 2021 Plumas County Wildfires Long-Term Recovery Plan recovery projects and communicate status of recovery project progress to the Board of Supervisors and applicable stakeholders and authorities.
- Supports community redevelopment, land use, and zoning activities while incorporating hazard mitigation and sustainability.

- Assists in the development and management of requests for proposals for professional and/or contracted services, prepares draft scopes of work, evaluates proposals as part of an evaluation panel, and assists in contract negotiations.
- Administers and monitors program budget(s) and fiscal activities.
- Prepares and presents staff reports, policies, procedures, and general correspondence regarding disaster recovery management programs and initiatives.
- Attends and participates in meetings.
- Performs other related duties as assigned.

DESIRABLE QUALIFICATIONS:

Knowledge of:

- Principles, practices, purposes, and techniques of disaster and emergency management planning, response, and recovery.
- Applicable federal, state, and local agencies laws, rules, regulations, ordinances, statues, and organizational policies and procedures relevant to assigned area of responsibility.
- Geographic and demographic characteristics of the County and region.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, project management, budget administration, grant, accounting, and contract administration principles.
- Methods of preparing reports and general business correspondence.
- Techniques for effectively representing the County to governmental agencies, community groups, various business, professional, educational, regulatory, and legislative organizations.
- Principles in public relations and techniques for working with groups and fostering effective team interaction.

Ability to:

- Plan, design, manage, and implement disaster recovery and emergency management programs and initiatives.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer budgets.
- Manage and administer grants and contracts.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently manage needs assessments, evaluate alternatives, make sound recommendations, and prepare effective staff and technical reports.

- Conduct outreach activities and effectively represent the County in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Work independently setting priorities, meeting critical deadlines, and following up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

TRAINING AND EXPERIENCE:

Associate's degree and/or bachelor's degree in a related field and five (5) years of progressively responsible experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Experience preferred in emergency management, planning, economic and/or community development, housing, infrastructure, natural and cultural resources, health and social services, and business or public administration. Experience desired in implementing and maintaining comprehensive disaster recovery and emergency management plans.

SPECIAL REQUIREMENTS:

Possession of a valid driver's license issued by the California State Department of Motor Vehicles. The valid California driver's license must be maintained throughout County employment.

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

TYPICAL PHYSICAL REQUIREMENTS:

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

TYPICAL WORKING CONDITIONS:

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

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Adopt RESOLUTION to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County of Administrative Office, Budget Unit #20030; (No General Fund Impact); this position will be funded through the 26/27 Fiscal Year to end of June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County of Administrative Office, Budget Unit #20030; (No General Fund Impact); this position will be funded through the 26/27 Fiscal Year to end of June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2024-2025 Position Allocation, adding a 1.0 FTE Disaster Recovery Coordinator to the County Administrative Office, budget unit #20030.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County of Administrative Office, Budget Unit #20030; (No General Fund Impact); this position will be funded through the 26/27 Fiscal Year to end of June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

This is funded from the Dixie Fire Settlement Funds with PG&E.

Attachments:

1. Disaster Services Coordinator Resolution - Position Allocation

RESOLUTION NO. 2025 - _____

APPROVE RESOLUTION TO AMEND FISCAL YEAR 2024-2025 PLUMAS COUNTY POSITION ALLOCATION FOR THE COUNTY ADMINISTRATIVE OFFICE, BUDGET UNIT #20030

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Position Allocation; and

WHEREAS, the County Administrative Office has requested adding 1.0 FTE Disaster Recovery Coordinator to their Position Allocation; and

WHEREAS, this position will be funded through the 26/27 Fiscal Year to end on June 30, 2027, with funding from the Dixie Fire Settlement with PG&E; and

WHEREAS, this position is necessary to effectively carry out the duties of the County Administrative Office; and

WHEREAS, this request was brought to the attention of the Interim Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2024-2025 Position Allocation, adding a 1.0 FTE Disaster Recovery Coordinator to the County Administrative Office, budget unit #20030.

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

Approve the amendment to Fiscal Year 2024-2025 Position Allocation as follows:

Department #20030	**Current FTE**	**Proposed FTE**
Disaster Recovery Coordinator	0	1.0

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of March, 2025, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ATTEST:

_____
KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

_____
ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:
_____
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact) position funded with PG&E settlement funds; upon exhaustion of the settlement funds, this position will be eliminated; discussion and possible action**

Recommendation:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact) position funded with PG&E settlement funds; upon exhaustion of the settlement funds, this position will be eliminated; discussion and possible action

Background and Discussion:

This position is an at-will, limited term position through fiscal year 2026/27, based on available funding from the PG&E Dixie Fire settlement. The Disaster Recovery Coordinator is single-position classification responsible for performing disaster recovery program management work. The Disaster Recovery Coordinator will serve as a subject matter expert and technical advisor in disaster and emergency management recovery projects. The position operates in a highly visible and evolving arena working on significant and strategic disaster recovery projects as well as coordination of County disaster recovery priorities and directives.

Action:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Disaster Recovery Coordinator; (No General Fund Impact) position funded with PG&E settlement funds; upon exhaustion of the settlement funds, this position will be eliminated; discussion and possible action

Fiscal Impact:

This position is funded with PG&E settlement funds. Upon exhaustion of the settlement funds, this position will be eliminated.

Attachments:

1. Disaster Recovery Coordinator Job Description

EXHIBIT A

PLUMAS COUNTY **APPROVED: 03/2025**

DISASTER RECOVERY COORDINATOR

DEFINITION:

Under general direction, plans and oversees the County's local disaster recovery projects and programs; implements, coordinates, and advocates local disaster recovery goals, objectives, and outcomes; fosters cooperative working relationships among County departments and serves as a liaison to the community and federal, state, and local agencies; provides staff assistance to the County Administrative Officer or the Board of Supervisors in areas of disaster recovery; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

This position is an at-will, limited term position through fiscal year 2026/27, based on available funding from the PG&E Dixie Fire settlement. The Disaster Recovery Coordinator is a single-position classification responsible for performing disaster recovery program management work. The Disaster Recovery Coordinator will serve as a subject matter expert and technical advisor in disaster and emergency management recovery projects. The position operates in a highly visible and evolving arena working on significant and strategic disaster recovery projects as well as coordination of County disaster recovery priorities and directives.

REPORTS TO:

County Administrative Officer or the Board of Supervisors (BOS) or BOS Designee

CLASSIFICATIONS DIRECTLY SUPERVISED:

None

EXAMPLES OF DUTIES:

- Provides overall management, strategic direction, administrative support, and communication for long-term disaster recovery implementation projects.
- Serves as the primary point of contact with federal, state, and local government agencies and the community on disaster recovery programs.
- Supports implementation of recovery plans to ensure plans are publicly supported, actionable, and feasible based on available funding and capacity.
- Communicates and collaborates with volunteers, key stakeholders, the business and nonprofit communities, to coordinate capital and other recovery needs.
- Track implementation responsibility of the Plumas County local government specific 2021 Plumas County Wildfires Long-Term Recovery Plan recovery projects and communicate status of recovery project progress to the Board of Supervisors and applicable stakeholders and authorities.
- Supports community redevelopment, land use, and zoning activities while incorporating hazard mitigation and sustainability.

- Assists in the development and management of requests for proposals for professional and/or contracted services, prepares draft scopes of work, evaluates proposals as part of an evaluation panel, and assists in contract negotiations.
- Administers and monitors program budget(s) and fiscal activities.
- Prepares and presents staff reports, policies, procedures, and general correspondence regarding disaster recovery management programs and initiatives.
- Attends and participates in meetings.
- Performs other related duties as assigned.

DESIRABLE QUALIFICATIONS:

Knowledge of:

- Principles, practices, purposes, and techniques of disaster and emergency management planning, response, and recovery.
- Applicable federal, state, and local agencies laws, rules, regulations, ordinances, statues, and organizational policies and procedures relevant to assigned area of responsibility.
- Geographic and demographic characteristics of the County and region.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, project management, budget administration, grant, accounting, and contract administration principles.
- Methods of preparing reports and general business correspondence.
- Techniques for effectively representing the County to governmental agencies, community groups, various business, professional, educational, regulatory, and legislative organizations.
- Principles in public relations and techniques for working with groups and fostering effective team interaction.

Ability to:

- Plan, design, manage, and implement disaster recovery and emergency management programs and initiatives.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer budgets.
- Manage and administer grants and contracts.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently manage needs assessments, evaluate alternatives, make sound recommendations, and prepare effective staff and technical reports.

- Conduct outreach activities and effectively represent the County in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Work independently setting priorities, meeting critical deadlines, and following up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

TRAINING AND EXPERIENCE:

Associate's degree and/or bachelor's degree in a related field and five (5) years of progressively responsible experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Experience preferred in emergency management, planning, economic and/or community development, housing, infrastructure, natural and cultural resources, health and social services, and business or public administration. Experience desired in implementing and maintaining comprehensive disaster recovery and emergency management plans.

SPECIAL REQUIREMENTS:

Possession of a valid driver's license issued by the California State Department of Motor Vehicles. The valid California driver's license must be maintained throughout County employment.

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

TYPICAL PHYSICAL REQUIREMENTS:

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

TYPICAL WORKING CONDITIONS:

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

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Adopt RESOLUTION adopting new Plumas County Bookmobile Library Assistant Job Classification in the Library Department - Base Wage $17.53/Hour; (General Fund Impact) as approved in (FY24/25) recommended budget 2067052 (Library) 51000 (Wages); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Adopt **RESOLUTION** adopting new Plumas County Bookmobile Library Assistant Job Classification in the Library Department - Base Wage $17.53/Hour; (General Fund Impact) as approved in (FY24/25) recommended budget 2067052 (Library) 51000 (Wages); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:
The Interim Human Resources Director has written and attached a new job classification in Exhibit A for the Bookmobile Library Assistant, base wage of $17.53/hour

Action:

Adopt **RESOLUTION** adopting new Plumas County Bookmobile Library Assistant Job Classification in the Library Department - Base Wage $17.53/Hour; (General Fund Impact) as approved in (FY24/25) recommended budget 2067052 (Library) 51000 (Wages); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact, as approved in the FY 24/25 recommended budget.

Attachments:
1. JC Resolution Bookmobile

RESOLUTION NO. 2025 - _____

APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY BOOKMOBILE LIBRARY ASSISTANT JOB CLASSIFICATION IN THE LIBRARY DEPARTMENT - BASE WAGE $17.53/HOUR.

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Interim Human Resources Director has written and attached a new job classification in Exhibit A for the Bookmobile Library Assistant, base wage of $17.53/hour; and

WHEREAS, it is recommended the position be placed in the OE3 – General Unit and have met the meet and confer obligation.

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

1) Approve the new job description for Plumas County Bookmobile Library Assistant, attached as Exhibit A.

2) Approve a base wage of $17.53/hour.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of March 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

_____
Kevin Goss, Chair
Board of Supervisors

ATTEST:

_____
Allen Hiskey, Clerk of the Board

Approved as to form:
Sara James, Attorney
County Counsel's Office

EXHIBIT A

PLUMAS COUNTY **APPROVED:**

BOOKMOBILE LIBRARY ASSISTANT

DEFINITION

Under general and remote supervision of the County Librarian or designee, to be responsible for the daily operations and services of a Bookmobile; to perform a variety of patron and circulation assistance in the County library system; to perform general library assistance duties; to perform the safe operation of and maintenance of the vehicle in compliance with all traffic regulations and rules; and to perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is an entry level Library Assistant classification. Incumbents learn and perform a variety of Library support functions including basic patron and circulation assistance, as well as the safe operations of the bookmobile vehicle. They are expected to become familiar with the policies, functions, and operations of the County library system, be capable of providing help and instruction to library patrons, assist patrons while boarding and unloading, and be aware of passenger's comfort. They are to perform required safety inspections of the vehicle.

REPORTS TO

County Librarian

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and lead direction for volunteers and substitute Bookmobile Library Assistants.

BOOKMOBILE LIBRARY ASSISTANT - 2

EXAMPLES OF DUTIES

- Learns library procedures and functions and provides patron assistance in the use of Library facilities and resources.
- Learns circulation desk procedures and policies and performs circulation desk functions such as checking out material for circulation, issuing library cards, and collecting monies for overdue and damaged materials.
- Provides patron assistance with research, use of library resources and catalogs, and answers questions.
- Updates collection through weeding and collection rotations. Assists with the rotation of the bookmobile and storage inventory.
- Plans and conducts programs such as story time and follows directions from Headquarters on system-wide programs like the summer reading program. Programs may be completed outside of the bookmobile and at other approved locations. Conducts tours.
- May receive and transmit patron requests for materials and information.
- Compiles information for statistical summaries and reports.
- Assists with book repair and mending.
- Re-shelves returned material.
- Prepares periodicals and materials for patron use.
- Updates collection lists and other records.
- Performs a variety of office support functions for the Plumas County Library System.
- Maintains account records, including monies collected.
- Prepares marketing materials as they relate to the department programs and services (i.e. flyers, press releases).
- Maintains close contact with the main library, particularly regarding reference questions and the coordination of circulated materials between the main library and the respective outlet.
- Attends workshops and trainings to update staff library knowledge and skills.
- Prepares displays.
- Develops and maintains rapport with community organizations. Acts as a liaison to local Friends of the Library organizations and other local and state agencies, nonprofits, and organizations.
- Ensures proper repair and maintenance of the vehicle, furniture, and equipment and performs required safety inspections.
- Brings vehicle in for maintenance; may be required to drive the vehicle outside the county for dealer maintenance.
- Has responsibility for vehicle security.

BOOKMOBILE LIBRARY ASSISTANT - 3

- Ensures the safety of patrons when approaching, boarding, and unloading, assists passengers while boarding and unloading, and operates the wheelchair lift when relevant.
- Maintains required records and logs for the vehicle and accurately follows regulations and guidelines. Immediately communicates vehicle issues.
- Follows designated schedule, stop locations, and directions from the County Librarian.
- Keeps the interior of the bookmobile clean and orderly.
- If relevant, picks up or drops off library materials from book drops or additional locations prior to returning to the library.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs.; reach, climb, bend, stoop, twist, crouch, grasp, crawl, and kneel to secure wheelchairs, conduct vehicle inspections, and get in and out of the vehicle repeatedly; make repetitive hand movements above and below shoulder level in the performance of daily duties; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and printers; can operate a large vehicle for long distances; can rotate the collection of books.

TYPICAL WORKING CONDITIONS

Work is typically performed inside the vehicle; occasionally works outside or indoors at other locations; continuous contact with staff and the public; driving long distances.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Library procedures and methods
- Library reference resources
- Correct English usage, spelling, grammar, and punctuation
- Modern office methods, practices, and procedures
- Maintenance of filing and information retrieval systems
- Computer applications for library services
- Basic mathematics for patron account calculations
- Public relations and customer service

- Safe driving practices and the California Motor Vehicle Code applicable to the operation of vehicles
- Safe lifting techniques
- General preventative maintenance and requirements of automotive equipment

Ability to:

- Learn library operations, functions, and policies
- Learn and perform library and circulation assistance assignments, and a variety of Library support assignments
- Interpret, explain, and apply library policies and methods
- Respect the confidentiality of library users and records
- Make arithmetical calculations, and perform basic cash and credit card handling
- Perform a variety of typing, filing, and office support assignments
- Maintain accurate records and prepare reports
- Assign job tasks to volunteers and substitutes
- Effectively represent library services with the public
- Establish and maintain cooperative working relationships
- Drive and operate a vehicle and secure materials safely and efficiently.
- Track preventative maintenance of department vehicles
- Observe safety as a priority while performing all duties
- Utilize maps and digital navigation tools to plan and follow routes
- Ability to effectively manage vehicular emergencies
- Must be able to work in an enclosed vehicle
- Must be able to work and drive in all types of weather (snow, ice, rain, summer heat)

TRAINING AND EXPERIENCE

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

One (1) year of general office assistance work experience or completion of office skills training courses.

One (1) year of driving experience

BOOKMOBILE LIBRARY ASSISTANT - 5

SPECIAL REQUIREMENTS

Must possess a valid Class "C" California Driver's License issued by the Department of Motor Vehicles with a good driving record. The Class "C" License must be maintained throughout employment.

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

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Adopt RESOLUTION to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the Plumas County Library, Budget Unit #20670; (General Fund Impact) as approved in (FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the Plumas County Library, Budget Unit #20670; (General Fund Impact) as approved in (FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Interim Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2024-2025 Position Allocation, adding a 0.5 FTE Bookmobile Library Assistant to the Plumas County Library, budget unit #20670

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the Plumas County Library, Budget Unit #20670; (General Fund Impact) as approved in (FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact, as approved in the FY 25/25 recommended budget.

Attachments:

1. Bookmobile Library Assistant Resolution - Position Allocation (003)

RESOLUTION NO. 2025 - _____

APPROVE RESOLUTION TO AMEND FISCAL YEAR 2024-2025 PLUMAS COUNTY POSITION ALLOCATION FOR THE PLUMAS COUNTY LIBRARY, BUDGET UNIT #20670

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Position Allocation; and

WHEREAS, the County Librarian has requested adding 0.5 FTE Bookmobile Library Assistant to their Position Allocation; and

WHEREAS, this position is necessary to effectively carry out the duties of the Plumas County Library; and

WHEREAS, this request was brought to the attention of the Interim Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2024-2025 Position Allocation, adding a 0.5 FTE Bookmobile Library Assistant to the Plumas County Library, budget unit #20670.

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

Approve the amendment to Fiscal Year 2024-2025 Position Allocation as follows:

Department 20670	**Current FTE**	**Proposed FTE**
Bookmobile Library Assistant	0	0.5

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of March, 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ATTEST:

_____
KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

_____
ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one 0.5 FTE Bookmobile Library Assistant; (General Fund Impact) as approved in (FY24/25) recommended budget; discussion and possible action.**

Recommendation:
Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one 0.5 FTE Bookmobile Library Assistant; (General Fund Impact) as approved in (FY24/25) recommended budget; discussion and possible action.

Background and Discussion:
The Bookmobile Library Assistant is single-position classification responsible for performing Library Assistant work for the Bookmobile. This is an entry level Library Assistant classification. Incumbents learn and perform a variety of Library support functions including basic patron and circulation assistance, as well as the safe operations of the bookmobile vehicle. They are expected to become familiar with the policies, functions, and operations of the County library system, be capable of providing help and instruction to library patrons, assist patrons while boarding and unloading, and be aware of passenger's comfort. They are to perform required safety inspections of the vehicle.

Although this position was not allocated for FY24/25, there is sufficient funding in the Library's adopted budget to fund this position for the remainder of the fiscal year without requiring a budget increase.

Action:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one 0.5 FTE Bookmobile Library Assistant; (General Fund Impact) as approved in (FY24/25) recommended budget; discussion and possible action.

Fiscal Impact:

General Fund Impact, as approved in the FY 24/25 recommended budget.

Attachments:
1. Bookmobile Library Assistant Job Description

EXHIBIT A

PLUMAS COUNTY **APPROVED:**

BOOKMOBILE LIBRARY ASSISTANT

DEFINITION

Under general and remote supervision of the County Librarian or designee, to be responsible for the daily operations and services of a Bookmobile; to perform a variety of patron and circulation assistance in the County library system; to perform general library assistance duties; to perform the safe operation of and maintenance of the vehicle in compliance with all traffic regulations and rules; and to perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is an entry level Library Assistant classification. Incumbents learn and perform a variety of Library support functions including basic patron and circulation assistance, as well as the safe operations of the bookmobile vehicle. They are expected to become familiar with the policies, functions, and operations of the County library system, be capable of providing help and instruction to library patrons, assist patrons while boarding and unloading, and be aware of passenger's comfort. They are to perform required safety inspections of the vehicle.

REPORTS TO

County Librarian

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and lead direction for volunteers and substitute Bookmobile Library Assistants.

BOOKMOBILE LIBRARY ASSISTANT - 2

EXAMPLES OF DUTIES

- Learns library procedures and functions and provides patron assistance in the use of Library facilities and resources.
- Learns circulation desk procedures and policies and performs circulation desk functions such as checking out material for circulation, issuing library cards, and collecting monies for overdue and damaged materials.
- Provides patron assistance with research, use of library resources and catalogs, and answers questions.
- Updates collection through weeding and collection rotations. Assists with the rotation of the bookmobile and storage inventory.
- Plans and conducts programs such as story time and follows directions from Headquarters on system-wide programs like the summer reading program. Programs may be completed outside of the bookmobile and at other approved locations. Conducts tours.
- May receive and transmit patron requests for materials and information.
- Compiles information for statistical summaries and reports.
- Assists with book repair and mending.
- Re-shelves returned material.
- Prepares periodicals and materials for patron use.
- Updates collection lists and other records.
- Performs a variety of office support functions for the Plumas County Library System.
- Maintains account records, including monies collected.
- Prepares marketing materials as they relate to the department programs and services (i.e. flyers, press releases).
- Maintains close contact with the main library, particularly regarding reference questions and the coordination of circulated materials between the main library and the respective outlet.
- Attends workshops and trainings to update staff library knowledge and skills.
- Prepares displays.
- Develops and maintains rapport with community organizations. Acts as a liaison to local Friends of the Library organizations and other local and state agencies, nonprofits, and organizations.
- Ensures proper repair and maintenance of the vehicle, furniture, and equipment and performs required safety inspections.
- Brings vehicle in for maintenance; may be required to drive the vehicle outside the county for dealer maintenance.
- Has responsibility for vehicle security.

BOOKMOBILE LIBRARY ASSISTANT - 3

- Ensures the safety of patrons when approaching, boarding, and unloading, assists passengers while boarding and unloading, and operates the wheelchair lift when relevant.
- Maintains required records and logs for the vehicle and accurately follows regulations and guidelines. Immediately communicates vehicle issues.
- Follows designated schedule, stop locations, and directions from the County Librarian.
- Keeps the interior of the bookmobile clean and orderly.
- If relevant, picks up or drops off library materials from book drops or additional locations prior to returning to the library.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs.; reach, climb, bend, stoop, twist, crouch, grasp, crawl, and kneel to secure wheelchairs, conduct vehicle inspections, and get in and out of the vehicle repeatedly; make repetitive hand movements above and below shoulder level in the performance of daily duties; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and printers; can operate a large vehicle for long distances; can rotate the collection of books.

TYPICAL WORKING CONDITIONS

Work is typically performed inside the vehicle; occasionally works outside or indoors at other locations; continuous contact with staff and the public; driving long distances.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Library procedures and methods
- Library reference resources
- Correct English usage, spelling, grammar, and punctuation
- Modern office methods, practices, and procedures
- Maintenance of filing and information retrieval systems
- Computer applications for library services
- Basic mathematics for patron account calculations
- Public relations and customer service

BOOKMOBILE LIBRARY ASSISTANT - 4

- Safe driving practices and the California Motor Vehicle Code applicable to the operation of vehicles
- Safe lifting techniques
- General preventative maintenance and requirements of automotive equipment

Ability to:

- Learn library operations, functions, and policies
- Learn and perform library and circulation assistance assignments, and a variety of Library support assignments
- Interpret, explain, and apply library policies and methods
- Respect the confidentiality of library users and records
- Make arithmetical calculations, and perform basic cash and credit card handling
- Perform a variety of typing, filing, and office support assignments
- Maintain accurate records and prepare reports
- Assign job tasks to volunteers and substitutes
- Effectively represent library services with the public
- Establish and maintain cooperative working relationships
- Drive and operate a vehicle and secure materials safely and efficiently.
- Track preventative maintenance of department vehicles
- Observe safety as a priority while performing all duties
- Utilize maps and digital navigation tools to plan and follow routes
- Ability to effectively manage vehicular emergencies
- Must be able to work in an enclosed vehicle
- Must be able to work and drive in all types of weather (snow, ice, rain, summer heat)

TRAINING AND EXPERIENCE

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

One (1) year of general office assistance work experience or completion of office skills training courses.

One (1) year of driving experience

BOOKMOBILE LIBRARY ASSISTANT - 5

SPECIAL REQUIREMENTS

Must possess a valid Class "C" California Driver's License issued by the Department of Motor Vehicles with a good driving record. The Class "C" License must be maintained throughout employment.

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

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Zachary Gately, Grant Manager**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approve and authorize supplemental budget of $21,000 in CETF-CA Emerging Tech Fund 2003052-521136 to cover the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" for costs in FY25; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget of $21,000 in CETF-CA Emerging Tech Fund 2003052-521136 to cover the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" for costs in FY25; approved by Auditor/Controller.

Background and Discussion:

Plumas County was awarded $21,000 from the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" and subsequently accepted these funds on December 10, 2024. These funds are to be used to further achieve digital equity in Plumas County.

In order to work toward better digital equity here in Plumas County, staff have identified four digital equity projects to apply these funds to.

1. $5,000 - Develop program guidelines and purchase initial hardware for a County computer recycling program that would refurbish out-of-date County computers and have available for county residents. This would include Library staff time, hard drives, and memory.
2. $5,000 - The Clerk-Recorder is planning to implement a new recording/cashiering system, beginning this fiscal year and has requested $5,000 towards this system. The new recording/cashiering system will allow integration with the county's financial system, as well as providing the public with online access to the recorded document index. It will also allow for future opportunities for business licenses and self-serve kiosk opportunities for the public. This new system will also replace the system that has run its life expectancy for document retrieval and indexing. The Tyler system is currently being used by over 30 counties in California. And thus, allows for an incredible support network in many different size counties. We look forward to this system being in place for many years to come.
3. $6,000 - The Clerk-Recorder has been working with County Departments to identify public services that could be enhanced with technology and improved for better service to the community. These funds would go towards staff time to complete this report.
4. $5,000 - Improved updates to the Board of Supervisors Chambers for better access both within the chambers as well as for those participating remotely.

Action:

Approve and authorize supplemental budget of $21,000 in CETF-CA Emerging Tech Fund 2003052-521136 to cover the California Emerging Technology Fund Grant Program "Best Practices Check List Project Learning Community" for costs in FY25; approved by Auditor/Controller.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. supp budget request CEFT 20250311
2. CETF account creation

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO Dept. No: 20030 Date 3/3/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003044	44038	CETF-CA EMERGING TECH FUND	21,000.00
			Total (must equal transfer to total)	21,000.00

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003052	521136	CETF-CA EMERGING TECH FUND	21,000.00
			Total (must equal transfer to total)	21,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) To establish a budget within this program (CETF) that was entered into agreement after the adoption of the FY25 budget

B) Plumas County was awarded $21,000

C) Fund should be used by the end of FY25

D) was awarded after the adoption of the FY25 budget

Approved by Department Signing Authority: 

X Approved/ Recommended ____ Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

Gately, Zachary

From: Nieman, Martee
Sent: Thursday, February 20, 2025 5:22 PM
To: Gately, Zachary
Subject: RE: CETF account creation

Zach,

The accounts for CETF have been set up revenue account 2003044 44038 and expense account 2003052 521136.

Martee Graham

Plumas County Auditor Controller
530-283-6249
marteenieman@countyofplumas.com

From: Gately, Zachary <ZacharyGately@countyofplumas.com>
Sent: Tuesday, February 18, 2025 9:16 AM
To: Nieman, Martee <MarteeNieman@countyofplumas.com>
Subject: CETF account creation

Hi Martee,

Kindly find attached the supplemental request for the CETF grant program. Let me know if you have any questions.

Thanks,
Zach

Zachary Gately, MPH
Grant Manager
Phone: 530-283-6414
Email: ZacharyGately@countyofplumas.com
520 Main St., RM 302
Quincy, CA 95971
www.PlumasCounty.us

CETF

Chair
Renée P. Martinez
President Emerita
Los Angeles City College

Vice Chair
Darrell J. Stewart
Retired Public Sector Manager
Intel, Americas

Treasurer-CFO
Rich Motta
Retired Vice President
AT&T

Secretary
Carlos Ramos
Principal Consultant
Ramos Public Sector
Former California CIO

Jeff Campbell
Senior Vice President
and Chief Government Strategy Officer
Cisco Systems, Inc.

The Honorable Martha M. Escutia
Former California State Senator
Vice President Government Relations
and Special Counsel
University of Southern California

Frances Marie Gipson, Ph.D
Clinical Professor of Education
and Director, Urban Leadership Program
School of Educational Studies
Claremont Graduate University

Jim Kirkland
Senior Vice President, External Affairs
Trimble Inc.

Tim McCallion
Retired President – West Region
Verizon

Lenny Mendonca
Former Chief Economic and Business
Advisor for Governor Newsom
Senior Partner Emeritus, McKinsey & Co.

Shireen Santosham
Executive Director
Nextdoor Kind Foundation
Head of Social Impact, Nextdoor

Barb Yellowlees
Telehealth Expert
Consultant

Chair Emeritus
Barbara O'Connor, Ph.D.
Professor Emerita
California State University, Sacramento
Retired, National Board of Directors AARP

President and CEO
Sunne Wright McPeak

California Emerging Technology Fund
www.cetfund.org

Official Mailing Address
P.O. Box 3897
Concord, California 94524

3151 Salvio Street, Suite 251
Concord, California 94520
415-733-CETF (2383)

714 West Olympic Boulevard, Suite 924
Los Angeles, California 90015-4131
213 443 9945

July 12, 2024

County of Plumas
520 Main St, RM 309
Quincy, California 95971
ATTN: Zachary Gately Email: zacharygately@countyofplumas.com

Dear County of Plumas:

This is a Grant Acknowledgement from the California Emerging Technology Fund (CETF) confirming the County of Plumas was awarded $1,000 after attending a prerequisite Local Government Digital Equity Best Practices Check List Webinar, then completing and submitting the CETF Digital Equity Best Practices Check List – whereby the County of Plumas also became eligible to apply for the $20,000 Learning Community Grant Application due on June 28, 2024.

All 58 Counties and 482 Cities in California were invited to participate. Jurisdictions that attended at least one webinar were eligible to submit the CETF Best Practices Check List to Achieve Digital Equity. The first 100 Local Governments submitting Check List by May 31, 2024 are receiving a $1,000 Grant which may be used by the jurisdiction for any purpose to advance Digital Equity.

We welcome the opportunity to continue to work together to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity in California.

General Provisions

As a Grantee, County of Plumas, shall not be covered by CETF employer benefits, workers' compensation or other insurance policies. Grantee shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by Grantee.

Grantee may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the 26 United States Code Section 4945(d)(1) unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

Sincerely,

Sunne Wright McPeak
President and CEO

Alana O'Brien
Vice President of Operations

Accepted on behalf of County of Plumas by:

Signature: DWIGHT CERESOLA

Name

VICE CHAIR

Title

10/22/2024

Date

Approved as to form
Craig Settlemire
County Counsel

Chair
Renée P. Martinez
President Emeritus
Los Angeles City College

Vice Chair
Darrell J. Stewart
Retired Public Sector Manager
Intel, America

Treasurer-CFO
Rich Motta
Retired Vice President
AT&T

Secretary
Carlos Ramos
Principal Consultant
Maestro Public Sector
Former California CIO

Jeff Campbell
Senior Vice President
and Chief Government Strategy Officer
Cisco Systems, Inc.

The Honorable Martha M. Escutia
Former California State Senator
Vice President Government Relations
and Special Counsel
University of Southern California

Frances Marie Gipson, Ph.D
Clinical Professor of Education
and Director, Urban Leadership Program
School of Educational Studies
Claremont Graduate University

Jim Kirkland
Senior Vice President, External Affairs
Trimble Inc.

Tim McCallion
Retired President – West Region
Verizon

Lenny Mendonca
Former Chief Economic and Business
Advisor for Governor Newsom
Senior Partner Emeritus, McKinsey & Co.

Shireen Santosham
Executive Director
Nextdoor Kind Foundation
Head of Social Impact, Nextdoor

Barb Yellowlees
Telehealth Expert
Consultant

Chair Emeritus
Barbara O'Connor, Ph.D.
Professor Emeritus
California State University, Sacramento
Retired, National Board of Directors AARP

President and CEO
Sunne Wright McPeak

California Emerging Technology Fund
www.cetfund.org

Official Mailing Address
P.O. Box 5897
Concord, California 94524

2151 Salvio Street, Suite 252
Concord, California 94520
415-744-CETF (2383)

714 West Olympic Boulevard, Suite 924
Los Angeles, California 90015-4133
213-443-9952

October 8, 2024

County of Plumas
520 Main St, RM 309
Quincy, California 95971

EIN: **94-6000528**

ATTN: Zachary Gately
Grant Manager

Email: zacharygately@countyofplumas.com
Phone: 530-283-6414

This is a Grant Agreement between the California Emerging Technology Fund (CETF) and County of Plumas (Grantee) for CETF to provide a Grant of $20,000 to support participation of the Grantee in the Best Practices Check List Project Learning Community in Fiscal Year 2024-2025. This Grant Agreement shall become effective upon signing by the Grantee and shall end June 30, 2025.

Scope of Work

Grantee shall be responsible for ensuring that at least 1 representative of your jurisdiction attends the entire time and participates fully in each of the following 3 Learning Community Workshops:

- Wednesday, September 25, 2024 – 1PM-4PM
- Thursday, February 20, 2025 – 9AM-Noon
- Thursday, April 24, 2025 – 9AM-Noon

Grantee is invited to attend an optional webinar on Thursday, December 5, 2024, 9AM-Noon, to learn about other grant funding opportunities, particularly through the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF), but attendance is not required.

Grantee shall be responsible for completing an updated Best Practices Check List (to determine if any additional Best Practices were adopted as a result of the Learning Community) and submitting it along with a concise Final Report (in a format provided by CETF) by Friday, May 16, 2025.

If the Grantee's designated representative is unable to attend one of the scheduled Learning Community Workshops, then Grantee shall be responsible for assigning another representative to attend that Workshop. Failure to attend the Learning Community Workshops in a timely manner or be present and participating during all 3 hours of the Workshops shall be grounds for termination of this Grant Agreement and repayment of the Grant funds received. If an unforeseen emergency circumstance occurs, Grantee must immediately notify CETF by email and explain the emergency. CETF may allow submission of a written assignment to make up for an absence due to an unforeseen emergency.

Grantee acknowledges that the Best Practices Check List includes acceleration of Adoption and that CETF shall provide a template for Grantee to distribute information to low-income households about affordable lower-cost Internet service offers and Digital Literacy Training resources using existing communication channels (that require no significant additional cost to the jurisdiction). Grantee further acknowledges that CETF identified $535,000 of the total Best Practices Check List Project Grants ($1,155,000) as match in a Competitive Grant Application on behalf of the Get Connected! California Partnership submitted to the U.S. Department of Commerce National Telecommunications and Information Administration (NTIA).

Grant Payment Schedule

Grant Payment shall be made as follows: $10,000 upon returning this signed Grant Agreement to CETF; $5,000 upon attendance of Workshop #2; and $5,000 upon submission of the Final Report along with the updated Check List.

General Provisions

As a Grantee, County of Plumas shall not be covered by CETF employer benefits, workers' compensation or other insurance policies. Grantee shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by Grantee.

Grantee may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the Code of Federal Regulations, Internal Revenue Service, Department of the Treasury Section 53.4945(d)(1) unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

If this Grant Agreement is acceptable to you, please sign and return to CETF. We look forward to working together to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity in California.

Sincerely,

Sunne Wright McPeak
President and CEO

Alana O'Brien
Vice President of Operations

Accepted on behalf of County of Plumas:

Signature

10 DEC 2024
Date

DWIGHT CERESOLA
Name

VICE CHAIR
Title

Approved as to form:
Craig Settlemire
County Counsel

Board of Supervisors

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

AGENDA FOR REGULAR MEETING
DECEMBER 10, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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

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

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

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS
Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. **UPDATES AND REPORTS**

   A. **2021 WILDFIRE RECOVERY OPERATIONS**
   Report, update, and discussion by the County, Dixie Fire Collaborative, and others

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

   C. **US FOREST SERVICE**
   Report and update.

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

E. COUNTY TREASURER'S REPORT

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

F. FINANCIAL/AUDIT REPORT

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

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. ENVIRONMENTAL HEALTH DEPARTMENT

1) Approve and authorize Chair to ratify and sign Fourth Amendment to agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) extending the term to June 30, 2025; (No General Fund Impact) no further impact; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2025; not to exceed $15,000 (No General Fund Impact); Road Funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2025; not to exceed $700,000.00; (No General Fund Impact); Road Budget; approved as to form by County Counsel.
3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Feather River Resource Conservation District to conduct a survey to verify if the wetland delineation is still accurate or if wetland boundaries have changed ; effective November 25, 2024; not to exceed $1,598.96; (No General Fund Impact); Road Funds; approved as to form by County Counsel.
4) Authorize execution of a Tree Removal Agreement between Plumas County and Arbor Pros, LLC for the removal of 3 trees within County maintained right-of-way, in the lump sum amount of $18,800; No General Fund impact; Road Funds; approved as to form by County Counsel.

C. SOLID WASTE

1) Approve and authorize Chair to sign an agreement between Plumas County and ABS Builders Inc, for repairs to the East Quincy Transfer Station; effective December 3, 2024; not to exceed $48,300.00; No General Fund Impact; Solid Waste Budget; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed $120,000.00 (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; effective last date of signature; (No General Fund Impact) no funding in this MOU approved as to form by County Counsel.
3) Approve and authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians; (No General Fund Impact) Dept 70571 MHSA

3. **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

A. **ADJOURN AS THE BOARD OF SUPERVISORS**

B. **CONVENE AS FLOOD CONTROL AND CONSERVATION DISTRICT**

1) Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

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

4. **DEPARTMENTAL MATTERS**

A. **FACILITY SERVICES** - Nick Collin

1) Adopt **RESOLUTION** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Approve and authorize supplemental budget transfer of $1,000,000 from 0096E 20142/48000 (Transfer-In), and $1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 $2,400,000 (Capitol Improvements), and 0096E 29142/58000 $49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

3) Approve and authorize supplemental budget transfer of $49,131 from 0096E 20143/48000 (Transfer-In), and $8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 $8,353,632 (Capitol Improvements), and 0096E 29143/5245706 $155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

B. **OFFICE OF EMERGENCY SERVICES** - Travis Goings

1) Approve and authorize supplemental budget transfer(s) of $7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

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

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed $14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

D. **PLANNING** - Tracey Ferguson

1) Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; discussion and possible action.

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

A. County Administrative Officer's Report

B. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide $1,000 and $20,000 (for a total of $21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved buy County Counsel; discussion and possible action.

6. **BOARD OF SUPERVISORS**

A. **PLUMAS COUNTY TOURISM** - Sharon Roberts

1) Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

B. **BEHAVIORAL HEALTH COMMISSION** - Kevin Goss

1) Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.

C. 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 January 14, 2025; discussion and possible action.

D. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on January 14, 2025; discussion and possible action.

E. **APPOINTMENTS**

1) Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

F. **CORRESPONDENCE**

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

7. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director

B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Behavioral Health Director

C. Personnel: Public Employee Performance Evaluation - Child Support Services Director (Board Only)

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

E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, December 17, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 10, 2024

STANDING ORDERS

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

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

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

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

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczIvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Vice Chair Ceresola has requested that Item 6.E.1. appointments of Desmond Waelder, and Dillon Parker be tabled until 12-17-2024, and still considering appointing Brandon Smith on 12/10/2024.

PUBLIC COMMENT OPPORTUNITY

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

Pastor George offers a short prayer
Two public comments regarding the sound in the Board Chambers
Dan Kearns provided the Board with a handout.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18587
Linda M. comments regarding items that are continued, what happens to those concerns and issues.
Zoom caller

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Josh Brechtel updates the Board on his position as Interim County Counsel.
Marcy DeMartile updates the Board on wrapping up the elections, over 74% turnout, security in the Courthouse during the elections. Updates the Board on departments collaborating with each other.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

No Report Provided

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

Clint Koble provides a handout https://plumascounty.us/ArchiveCenter/ViewFile/Item/18585

C. **US FOREST SERVICE**
Report and update.

No Report Provided

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

CAO Lucero updates the Board on still working on Munis payroll.
Martee Neimann-Graham also updates the Board on this.

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

No Report Provided.

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

No Report Provided

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

Motion: CONSENT AGENDA, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Supervisor Engel asked Rob Thorman to comment regarding item B.4.

A. **ENVIRONMENTAL HEALTH DEPARTMENT**

1) Approve and authorize Chair to ratify and sign Fourth Amendment to agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) extending the term to June 30, 2025; (No General Fund Impact) no further impact; approved as to form by County Counsel.

B. **PUBLIC WORKS/ROAD**

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2025; not to exceed $15,000 (No General Fund Impact); Road Funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2025; not to exceed $700,000.00; (No General Fund Impact); Road Budget; approved as to form by County Counsel.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Feather River Resource Conservation District to conduct a survey to verify if the wetland delineation is still accurate or if wetland boundaries have changed ; effective November 25, 2024; not to exceed $1,598.96; (No General Fund Impact); Road Funds; approved as to form by County Counsel.

4) Authorize execution of a Tree Removal Agreement between Plumas County and Arbor Pros, LLC for the removal of 3 trees within County maintained right-of-way, in the lump sum amount of $18,800; No General Fund impact; Road Funds; approved as to form by County Counsel.

C. SOLID WASTE

1) Approve and authorize Chair to sign an agreement between Plumas County and ABS Builders Inc, for repairs to the East Quincy Transfer Station; effective December 3, 2024; not to exceed $48,300.00; No General Fund Impact; Solid Waste Budget; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed $120,000.00 (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; effective last date of signature; (No General Fund Impact) no funding in this MOU approved as to form by County Counsel.

3) Approve and authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians; (No General Fund Impact) Dept 70571 MHSA

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. **CONVENE AS FLOOD CONTROL AND CONSERVATION DISTRICT**

1) Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Rob Thorman presents

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

4. **DEPARTMENTAL MATTERS**

A. **FACILITY SERVICES** - Nick Collin

1) Adopt **RESOLUTION** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt RESOLUTION No. 24-8972 Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Nick Collin presents
CAO Lucero comments
Supervisor McGowan comments

2) Approve and authorize supplemental budget transfer of $1,000,000 from 0096E 20142/48000 (Transfer-In), and $1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 $2,400,000 (Capitol Improvements), and 0096E 29142/58000 $49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: TABLE THIS ITEM UNTIL DECEMBER 17, 2024, Approve and authorize supplemental budget transfer of $1,000,000 from 0096E 20142/48000 (Transfer-In), and $1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 $2,400,000 (Capitol Improvements), and 0096E 29142/58000 $49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
FIRST MOTION WAS TO APPROVE WITH SUPERVISOR ENGEL VOTING NO; THIS ITEM NEEDED A 4/5 VOTE TO PASS;SUPERVISOR MCGOWAN MADE A SECOND MOTION TO TABLE THIS ITEM UNTIL DECEMBER 17, 2024, WHICH WAS PASSES 4/0.
Nick Collin presents
CAO Lucero comments
Supervisor McGowan comments
Dan Kearns,comments
Clint Koble comments

3) Approve and authorize supplemental budget transfer of $49,131 from 0096E 20143/48000 (Transfer-In), and $8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 $8,353,632 (Capitol Improvements), and 0096E 29143/5245706 $155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: TABLE THIS ITEM UNTIL DECEMBER 17, 2024, Approve and authorize supplemental budget transfer of $49,131 from 0096E 20143/48000 (Transfer-In), and $8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 $8,353,632 (Capitol Improvements), and 0096E 29143/5245706 $155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.

B. OFFICE OF EMERGENCY SERVICES - Travis Goings

1) Approve and authorize supplemental budget transfer(s) of $7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of $7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Travis Goings presents
CAO Lucero comments

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

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed $14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed $14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Chad Hermann presents
Clint Koble comments
Supervisor McGowan comments

D. **PLANNING** - Tracey Ferguson

1) Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; discussion and possible action.

Motion: Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
******Motion to draft a letter, and Supervisor Goss to assist with the letter******
Tracey Ferguson presents
Josh Hart comments via Zoom
Clint Koble comments
Rick Foster comments
Dan Kearns comments
CAO Lucero comments
Supervisor McGowan comments
Supervisor Goss comments
Supervisor Engel comments
Linda Judge comments

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided

B. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide $1,000 and $20,000 (for a total of $21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved buy County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide $1,000 and $20,000 (for a total of $21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved buy County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Zach Gately presents
Linda M. comments
Supervisor Engel comments
Rick Foster comments

6. BOARD OF SUPERVISORS

A. PLUMAS COUNTY TOURISM - Sharon Roberts

1) Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

Motion: TABLE THIS ITEM UNTIL DECEMBER 17, 2024, IF NEEDED. Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process., **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Sharon Roberts presents https://plumascounty.us/ArchiveCenter/ViewFile/Item/18586
Martee Nieman-Graham comments
Supervisor Engel comments
Supervisor McGowan comments
CAO Lucero comments
Public Comments regarding bathrooms to be installed on downtown Main Street, Quincy
Jane Braxton-Little comments
Rick Foster comments

B. **BEHAVIORAL HEALTH COMMISSION** - Kevin Goss

1) Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.

Motion: Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.
Supervisor Goss presents

C. 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 January 14, 2025; discussion and possible action.

Motion: 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 January 14, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.

D. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on January 14, 2025; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on January 14, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.

E. APPOINTMENTS

1) Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Motion: APPOINT BRANDON SMITH, AND TABLE DESMOND WAELDER, DILLON PARKER UNTIL DECEMBER 17, 2024, Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel.

F. CORRESPONDENCE

Supervisor Goss received correspondence regarding HR 5863, property tax valuations

Supervisor Engel received correspondence regarding property tax valuations.

Supervisor McGowan received correspondence regarding property tax valuations.

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

Reported by Supervisor McGowan regarding matters related to County Government and included meeting with Rob Robinette and Rob Thorman in Chester regarding ground water

Reported by Supervisor Goss regarding matters related to County Government and included being in Washington DC for HR 5863 CSAC Conference NORCal EMS Board Meeting BH Commission meeting heading to RCRC after meeting

Reported by Supervisor Ceresola regarding matters related to County Government and included attending meetings with the wolves specialists.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director

B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Behavioral Health Director

C. Personnel: Public Employee Performance Evaluation - Child Support Services Director (Board Only)

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

E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Vice-Chair Ceresola reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, December 17, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California