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 18, 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

A. Receive a presentation on the 2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam, by the American Planning Association California Chapter, Community Planning Assistance Team (CPAT) in association with Tracey Ferguson, Planning Director, Planning Department.

B. **TIME CERTAIN 1:00pm** Receive a presentation from High Sierra Music - 25 years of HSM Festival in 2025.

1. 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. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Frank's Garage for automotive repair, maintenance, and inspection; effective April 1, 2025; not to exceed $15,000.00; as approved in recommended FY24/25 budget 2012052 (Facilities) 520902 (Vehicle Maintenance); approved as to form by County Counsel.

2) Approve and authorize Board Chair to sign 3-year lease agreement between County of Plumas and the Sierra Nevada Conservancy for office space at the Permit Center effective February 28, 2025. General Fund revenue; approved as to form by County Counsel.

B. CODE ENFORCEMENT

1) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Adcock Family Heritage, LLC for the Vehicle Abatement Services Towing Contract; effective March 1, 2025, through February 28, 2026; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

C. AGRICULTURE WEIGHTS & MEASURES

1) Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant 1 Seasonal Agricultural Technician/Extra Help; (No General Fund Impact); Grants and Contracts.

D. PUBLIC WORKS/ROAD

1) Approve and Authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Equipment Maintenance Supervisor; County Promotional Only; No General Fund impact, paid for by Road Funds.

E. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and John Muir Health acute psychiatric services for children, youth, and adults; effective March 1, 2025; not to exceed $100,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Service Authority Participation Agreement State Hospital Beds Program modifies the end date from June 30, 2025, to June 30, 2026; (No General Fund Impact) Federal and State; approved as to form by County Counsel; discussion and possible action.

F. SHERIFF'S OFFICE

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Mark Clementi, Ph.D., to administer pre-employment testing to job applicants to the Plumas County Sheriff's Office; effective May 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in recommended FY24/25 budget 70330 / 521107 (Sheriff / Pre-Employment Costs); approved as to form by County Counsel.

G. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign the following related Memorandums of Understanding between Plumas County Public Health Agency and Plumas County District Attorney's Office, Plumas County Probation Department, Plumas County Children and Families Commission, and Roundhouse Council, Inc.; the MOUs provide for a pass-through of federal Medicaid funds for Medi-Cal Administrative Activities undertaken by the organizations that result in increased health care coverage and utilization of health care services; effective (July 1, 2024); (No General Fund Impact) (MAA funds); approved as to form by County Counsel.

H. PLANNING

1) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Mintier Harnish, a limited partnership (LP), for a Services Agreement term extension through September 30, 2025; No General Fund Impact - HCD/County Standard Agreement 22-CDBG-PL-2004; approved as to form by County Counsel.

2) Approve and authorize Chair to sign amendment no. 3 to agreement between Plumas County and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) for a Funding Agreement term extension through March 31, 2025, for the Dragonfly Cafe Project; No General Fund Impact - HCD/County Standard Agreement 20-CDBG-CV2-3-00299; approved as to form by County Counsel.

2. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize fixed asset budget transfer from Sheriff Homeland Security budget 70345 fixed asset accounts 542200 (Communication Equipment) $34,769.00 and 542203 (Repeater Equipment) $30,000.00 to service and supply account 529500 (Computers) $64,769.00; discussion and possible action; no General Fund impact (Homeland Security grant); **Four/Fifths roll call vote**

B. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** adopting new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 per hour; (PG&E Dixie Fire Settlement 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 Administrative Office, Budget Unit #20030; (PG&E Dixie Fire Settlement Fund Impact); Disaster Recovery Coordinator will be funded through the 27/28 Fiscal Year to the end of June 30, 2028, with funding from the PG&E Dixie Fire Settlement (Fund 0055); 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 limited -term, at-will, contracted Disaster Recovery Coordinator (PG&E Dixie Fire Settlement Fund Impact) position funded with PG&E Dixie Fire Settlement Funds; discussion and possible action

C. TREASURER-TAX COLLECTOR - Julie White

1) Request approval of the Board of Supervisors to pay legal fees incurred by the Treasurer-Tax Collector in the amount of $265,577.66 and authorize the Auditor's office to pay costs, after receipt and review of invoices, from available General Fund Contingency (2098052/528400); and return to the Board for budget transfers, if needed.

D. CLERK OF THE BOARD - Allen Hiskey

1) Approve the Amended Minutes from December 17, 2024, as attached; errors were found and have been amended; discussion and possible action.

E. COUNTY COUNSEL - Josh Brechtel

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC for conducting confidential investigations; effective March 1, 2025; not to exceed $35,000.00; (No General Fund Impact) paid for by Social Services; approved as to form by County Counsel; discussion and possible action.

3. BOARD OF SUPERVISORS

A. **CONTINUED DISCUSSION FROM MARCH 4, 2025**: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

B. **CONTINUED DISCUSSION FROM MARCH 4, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.

C. Approve and authorize Chair to sign a Letter of Invitation to Congressman Kevin Kiley to attend an in-person town hall meeting hosted by Plumas County; discussion and possible action.

D. Approve the updated 2025 Plumas County Acceptable Use Policy; discussion and possible action.

E. CORRESPONDENCE

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

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Appointment Government Code §54957: County Counsel

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 Legal Counsel: Significant Exposure to litigation pursuant to Subdivision (d)(2)(e)(2) of Government Code §54956.9 (1 case).

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

5. ADJOURNMENT

Adjourned meeting to Tuesday, April 1, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Receive a presentation on the 2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam, by the American Planning Association California Chapter, Community Planning Assistance Team (CPAT) in association with Tracey Ferguson, Planning Director, Planning Department.**

Recommendation:
Receive a presentation on the 2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam, by the American Planning Association California Chapter, Community Planning Assistance Team (CPAT) in association with Tracey Ferguson, Planning Director, Planning Department.

Background and Discussion:
Receive a presentation on the 2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam, by the American Planning Association California Chapter, Community Planning Assistance Team (CPAT) in association with Tracey Ferguson, Planning Director, Planning Department.

Action:

Receive a presentation on the 2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam, by the American Planning Association California Chapter, Community Planning Assistance Team (CPAT) in association with Tracey Ferguson, Planning Director, Planning Department.

Fiscal Impact:

No General Fund Impact, Presentation Only.

Attachments:
1. DixieFireIMP STRATEGY_CPAT_PresentationBOS 03.18.2025
2. CPAT Dixie Fire Implementation Strategy_Jan2025

American Planning Association
California Chapter
Planner Emeritus Network

Plumas County Community Planning Assistance Team

2021 Dixie Fire Recovery and Rebuilding Implementation Strategy

Plumas County Board of Supervisors

March 18, 2025

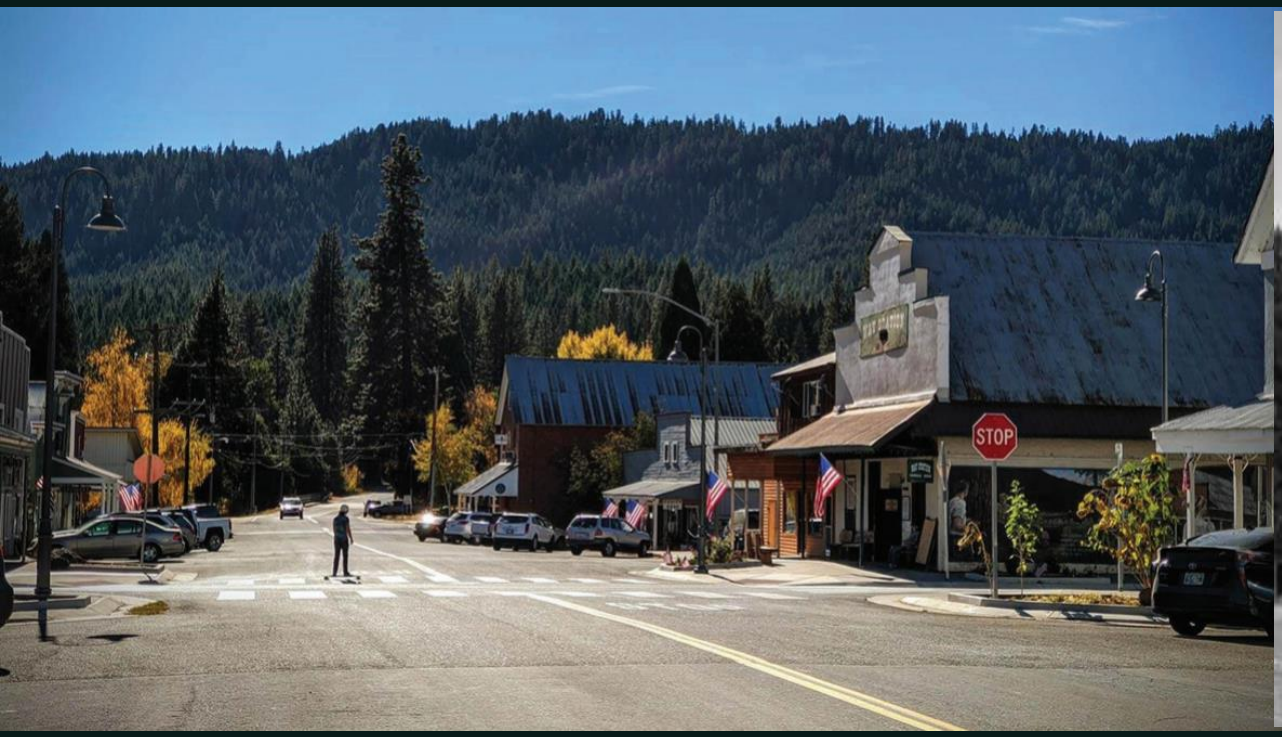






Indian Valley

Town of Greenville



Canyon Dam



What are Community Planning Assistance Teams?

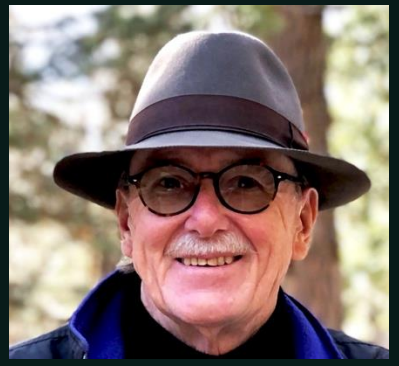
Program of American Planning Association California Chapter
to provide volunteer pro bono planning services

Plumas County CPAT



Hanson Hom, FACIP

Former Assistant City Manager/Community Development Director



Michael Smiley, AICP

Founding Principal, CITYDESIGNWORKS



Tom Jacobson, FAICP

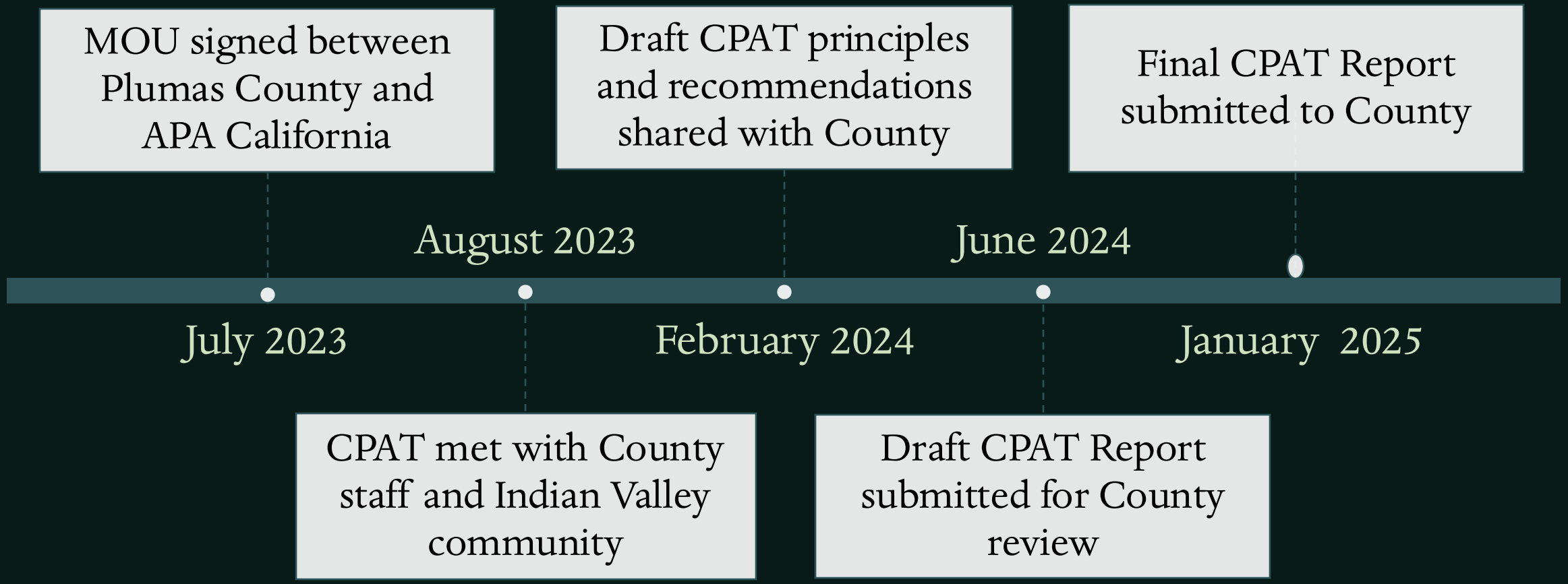
Professor Emeritus, Sonoma State University



Brian Mooney, FAICP

Managing Principal, Rick Engineering Company

CPAT Project Timeline



Goals of Project

GOAL ONE

Link the communities' desired visions, concepts, site plans, and design objectives into clear implementation opportunities and recommended strategies.

GOAL TWO

Address broader community planning issues such as economic development, sustainability, capacity-building, governance, land use, and housing.

Global Recommendation

Prepare a *Priority Action Plan* that identifies critical path actions within the capacity and financial resources of the community, government agencies, and other potential partners.



Five Guiding Principles



A. Strengthen local governance and community capacity

B. Attain economic sustainability

C. Meet the diverse housing needs of the community

D. Achieve forward-looking community design and development

E. Conduct community-based planning and streamline regulations

Priority Recommendations

GOVERNANCE

- Transition DFC to a long-term community-based organization
- Fill Disaster Recovery Coordinator position



ECONOMICS/FINANCE

- Prepare Market Analysis
- Prepare Absorption Study
- Prepare Facilities Needs Assessment
- Prepare Economic Development Strategy
- Develop five-year Financial Plan to fund priorities

HOUSING NEEDS

- Explore housing options and financial assistance
- Advocate for affordable property insurance
- Plan for a healthy jobs/housing balance



Priority Recommendations: *Town of Greenville*

COMMUNITY DESIGN & DEVELOPMENT

- Improve the image of State Route 89 corridor
- Capitalize on re-using existing assets before new construction

COMMUNITY-BASED PLANNING

- Prepare a Community Plan reflecting the community's design vision and desired uses
- Evaluate the Zoning Code to identify provisions that could impede implementing the Community Plan



Greenville Street View

Priority Recommendations: *Canyon Dam*

COMMUNITY DESIGN & DEVELOPMENT

- Prepare a Reforestation/Beautification Concept and Action Plan
- Improve image, identity, and sense of place by preparing a Design Strategy for State Route 89

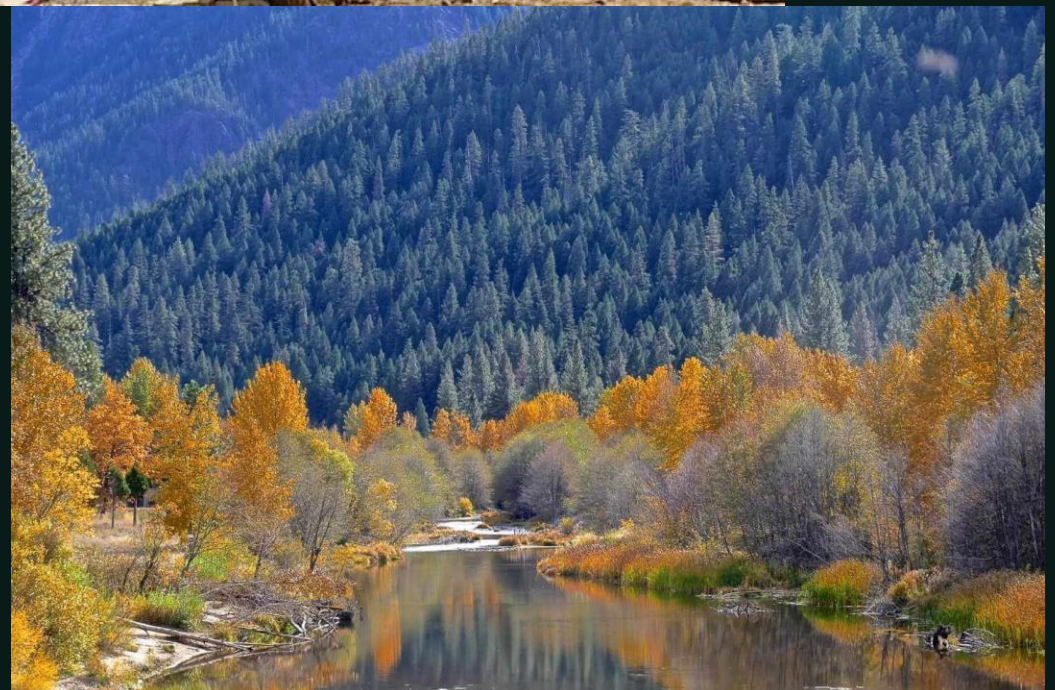
COMMUNITY-BASED PLANNING

- Create an advisory working group to promote a community-based planning and governance framework
- Amend the Zoning Code to expand opportunities for residential and commercial development



Canyon Dam Street View





Honoring History
Embracing the Natural Setting
Shaping the Future

Opportunity for the communities of Indian Valley to re-emerge stronger economically, socially, and environmentally than before the wildfire



Thank You!

CPAT Report available at:

American Planning Association
California Chapter
Planner Emeritus Network

California 2021 Dixie Fire

Implementation Strategy

for the Recovery & Rebuilding of the Town of Greenville and Canyon Dam



American Planning Association
California Chapter
Planner Emeritus Network

Creating Great Communities for All

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About this Report

This *2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam* ("Report") was prepared by the Community Planning Assistance Team (CPAT) of the American Planning Association California Chapter (APACA). The Plumas County Planning Department requested the assistance of the CPAT for the community's wildfire recovery and rebuilding efforts in the aftermath of the Dixie Fire. The Report builds on the vision and concepts for the Greenville Town Center and Canyon Dam as described in the *Greenville Town Center Design Guidebook*, the *Canyon Dam Summary Report*, and other resources listed in Appendix B. The Report also reflects input from workshops and meetings attended by the CPAT which are noted in Appendix C.

The purpose of the Report is to provide guidance to the community on potential approaches, methods, strategies, and priorities for implementing its vision. While the CPAT benefited immensely from community input and a host of organizations and individuals working on recovery efforts (see Acknowledgments), the Report and its Recommendations are the work product of the CPAT and are based on its professional experience and deliberations.

***CPAT** is a service program of APACA, a non-profit organization operating within the State of California and a chapter of the national American Planning Association. APACA's CPAT program provides pro bono professional planning assistance to financially constrained municipalities and community groups to help address specific local planning issues. The CPAT Program pairs a multidisciplinary team of experienced planning professionals from around California with community members, stakeholders, and relevant decision makers to foster community education, engagement, and empowerment and promote a sustainable, livable, economically vibrant, and healthy community. Each CPAT team is selected specifically for the expertise needed.*

This Report has been prepared by the Greenville/Canyon Dam CPAT consisting of the following team members:

Hanson Hom, FAICP**, CPAT Program Director; Planning Consultant

Michael Smiley, AICP*, Urban Designer and Principal, CITYDESIGNWORKS

Brian Mooney, FAICP**, President, Planner Emeritus Network; Principal, RICK Planning and Design, Division

Thomas Jacobson, FAICP**, Professor Emeritus, Department of Geography, Environment, and Planning, Sonoma State University

Terry McGrath, Graphic Designer

* Member, American Institute of Certified Planners
** Inductee, College of Fellows, American Institute of Certified Planners

Acknowledgments

CPAT recognizes the many contributions of the organizations and individuals listed below on behalf of recovery and rebuilding from the Dixie Fire. In preparing this Report and its Recommendations, CPAT relied extensively on the education and insights we received from everyone and extends a sincere thank you to all for welcoming us into your community.

County of Plumas

Kevin Goss, Supervisor District 2

Tom McGowan, Supervisor District 3

Debra Lucero, County Administrative Officer

Tracey Ferguson, AICP, Planning Director

John Mannle, Public Works Director (former)

Federal Emergency Management Agency (FEMA)

John R. Russell, AICP, Community Planning Expert, Community Assistance, Integrated Recovery Coordination

Dixie Fire Collaborative Long-term Recovery Group

Patrick Joseph, Coordinator for Long-term Recovery and Rebuild

Sue Weber, Former Co-Chair

LMNOP Design + Build

Tyler Pew, Founding Principal

Ross McCarthy, Architect and Project Manager

Creagh Downing, Lead Design Intern

Suvin Choi, Lead Design Intern

Carlos Garcia, Lead Design Intern

Ben Grisley, Lead Design Intern

Ben Hoffman, Design Intern

Gerardo Garcia, Design Intern

Vicky Sindac, Design Intern

James Nielsen, Design Intern

Will Lagomarsino, Design Intern

Arturo Gomez, Design Intern

SERA Design and Architecture, Inc.

Tim Smith, FAICP, AIA, Principal

Stephanie Balbin, AIA, Project Architect

Angela Sniezynski, Project Planner

Executive Summary

Honoring History, Embracing the Natural Setting, Shaping the Future

This Executive Summary provides an overview of the *2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam* ("Report"). The Report was prepared for Plumas County by the Community Planning Assistance Team (CPAT) of the American Planning Association California Chapter (APACA) and reflects the impressive work completed by the community on fire recovery and rebuilding efforts following the Dixie Fire. CPAT is a program of APACA with planners volunteering their time to provide pro bono professional planning assistance to communities.



For over a century Greenville has been a hub of the socio-economic life of the greater Indian Valley area.



Canyon Dam has contributed to the historic recreation economy of the Lake Almanor region.

This Report was prepared by CPAT in response to a Plumas County Planning Department request seeking assistance with 2021 Dixie Fire recovery and rebuilding efforts. While this Report relied on community input and the work of a host of local organizations and individuals involved with recovery and rebuilding efforts noted in Appendix B, the Recommendations in this Report are the work product of the CPAT and are based on its professional experience and deliberations.

The purpose of the Report is to assist in rebuilding of the historic Greenville Town Center, the Canyon Dam community, and the greater Indian Valley area. The primary implementation and action plan goals are:

1 To link the communities' desired visions, concepts, site plans, design guidance, uses, and needs into clear implementation opportunities, recommended strategies, and potential step-by-step actions based on criteria for priority setting; and

2 To address broader community planning issues that may include strategies for long-term economic development and sustainability, capacity-building, local governance, land use and zoning, and housing.

The Report identifies the following five overarching Guiding Principles for wildfire recovery to address the widely recognized community needs. These Principles serve as the organizational basis for the Recommendations which are the core of this Report.

PRINCIPLE A Strengthen Local Governance and Community Capacity

PRINCIPLE B Attain Economic Sustainability

PRINCIPLE C Meet the Diverse Housing Needs of the Community

PRINCIPLE D Achieve Forward-looking Community Design and Development of the Physical Environment

PRINCIPLE E Conduct Community-based Planning and Streamline Regulations

The CPAT has developed 43 Recommendations to further the 2021 Dixie Fire wildfire recovery and rebuilding efforts in Greenville, Canyon Dam, and the Indian Valley region. The Recommendations are located in Chapter 3 of this Report and are organized based on the five Guiding Principles. The Recommendations under Principles A, B, and C are less site-specific and pertain to the Indian Valley region as a whole and have provisions applicable to both Greenville and Canyon Dam. The Recommendations under Principles D and E contain more site-specific proposals with separate suggestions for Greenville and Canyon Dam.

Setting Priorities

The CPAT recognizes that the implementation of the 43 Recommendations cannot be achieved all at once and will require setting community priorities, phasing recommendations, and specific actions that can be immediately impactful. A community-driven Priority Action Plan is therefore recommended to further develop the Recommendations in this Report, and identify immediate actions and longer-term strategies for the recovery and rebuilding process.

The CPAT offers the following global recommendation for preparing a Priority Action Plan.

Prepare a Priority Action Plan that identifies critical path actions within the capacity and financial resources of the community, the private market, local government, and other potential agencies and partners over time.

In order to assist the community in the preparation of the Priority Action Plan, this Report suggests criteria for priority setting. Of the 43 recommendations, 18 Priority Recommendations have been identified based on the CPAT's assessment of immediate needs and actions that would be most beneficial for implementing the community's vision.

The Priority Recommendations fall into two general categories. Some of these Recommendations are essential actions to achieve immediate results or to address urgent needs. These include relatively low-cost community enhancement projects or removal of development impediments such as inhibitive zoning regulations. Other Priority Recommendations should be initiated to set the stage for subsequent actions that will require more time, planning, and resources. For example, preparing a market analysis or financing plan are foundational building blocks for future community planning and economic development efforts.

The Report also includes a suggested development sequence to implement the *Greenville Town Center Design Guidebook* for both private development and public realm improvements. While not a series of discrete implementation recommendations, this "Greenville Town Center Development Sequence and Action Plan" (Chapter 4) offers a general step-by-step guide with suggested planning and design considerations.

The 43 Recommendations are listed on the following table. Alpha-numeric references correlate the Recommendations to the five Guiding Principles. The 18 Priority Recommendations are noted with a star (★). Refer to Chapter 3 of the Report for a discussion of each recommendation.

Implementation Strategy and Action Plan Recommendations

PRINCIPLE A — Strengthen Local Governance and Community Capacity

A.1
Recommendations:
Local Non-Government Organizations and Individuals

- ★ **A.1.a** Transition the Dixie Fire Collaborative (DFC) recovery group to become an economically sustainable long-term community-based organization.
- **A.1.b** Promote the (re)establishment of the network of existing and new non-profit community service organizations.
- **A.1.c** Involve the Maidu indigenous community in the local governance structure.
- **A.1.d** Identify strategies to rebuild and attract volunteerism and individual initiative.

A.2
Recommendations:
Local Government Institutions

- ★ **A.2.a** Fill the position of a County Disaster Recovery Coordinator as recommended in the *Plumas County Wildfires Long-term Recovery Plan 2021*.
- **A.2.b** Continue streamlining and consolidating the numerous special districts in the County.
- **A.2.c** Continue to explore expanding the role of the Indian Valley Community Services District (IVCSD).

PRINCIPLE B — Attain Economic Sustainability

B.1
Recommendations:
Demand Analysis and Economic Development

- ★ **B.1.a** Prepare a Market Analysis focusing on the Indian Valley Planning Area and Canyon Dam.
- ★ **B.1.b** Prepare an Absorption Study focusing on the Indian Valley Planning Area and Canyon Dam.
- ★ **B.1.c** Prepare a Facilities Needs Assessment focusing on the Indian Valley Planning Area and Canyon Dam.
- ★ **B.1.d** Prepare an Economic Development Strategy for the Indian Valley Planning Area and Canyon Dam that focuses on tourism in the short term but also considers longer-term economic development opportunities.
- **B.1.e** Support operating businesses that provide critical goods and services to the local population.

B.2
Recommendations:
Financing Strategies

- ★ **B.2.a** Develop a five-year financial plan with strategies to fund identified priority recovery programs and projects.
- **B.2.b** Identify potential properties to acquire for land banking to preserve future development opportunities and minimize community fragmentation.
- **B.2.c** Work with The Almanor Foundation (TAF), or a similar organization, to finance and develop workforce housing and/or to establish community assistance programs.
- **B.2.d** Explore funding through the California Jobs First initiative, formerly the Community Economic Resilience Fund (CERF), in the North State region to support and promote economic recovery and revitalization in Greenville, Canyon Dam, and Indian Valley.
- **B.2.e** Continue to seek funding opportunities from government and philanthropic sources, and regularly consult with these entities to determine the most applicable grant programs for achieving community goals.

PRINCIPLE C — Meet the Diverse Housing Needs of the Community

C.1 *Recommendations:* Support for Existing and Returning Residents

★ **C.1.a** Explore housing options and financial assistance to increase the feasibility for homeowners to rebuild and maintain their homes.

★ **C.1.b** Advocate for more affordable property insurance alternatives for homeowners.

C.1.c Expand recovery education and support to property owners in the rebuilding process.

C.1.d Explore first-time homeownership opportunities by supporting financial assistance or incentives that can leverage the PG&E settlements that tenants receive.

C.1.e Survey the housing conditions and the needs of residents in the existing neighborhood in northwest Greenville to identify programs for conserving and improving the habitability of the housing stock.

C.2 *Recommendations:* Housing Opportunities for New Residents

★ **C.2.a** Plan for a healthy jobs/housing balance that correlates the projected employment base in the Indian Valley Planning Area with the housing needs for Greenville and Canyon Dam.

C.2.b While preparing the 7th cycle Plumas County General Plan Housing Element, conduct a sub-regional housing assessment of the Indian Valley Planning Area that evaluates the housing needs relative to the projected employment, household income, and population characteristics.

C.2.c Explore possible state and federal grants and partnerships with the private sector and non-profits to construct subsidized residential and workforce housing projects.

C.2.d Offer affordable housing options in Canyon Dam to meet the demographic needs of the workforce with emphasis on locating housing close to jobs.

PRINCIPLE D — Achieve Forward-looking Community Design and Development of the Physical Environment

D.1 *Recommendations:* Greenville Community Design and Revitalization

★ **D.1.a** Improve the image of the State Route 89 corridor in Greenville to be consistent with the Town Center vision.

★ **D.1.b** Capitalize on and re-purpose existing assets before new construction.

D.1.c Expand the Town Center Vision for Greenville to include the entire Greenville community.

D.1.d Develop a strategy to minimize community fragmentation in the rebuilding process.

D.1.e Establish a community-wide program to undertake early-action projects immediately.

D.2 *Recommendations:* Canyon Dam Community Design and Revitalization

★ **D.2.a** Prepare a Reforestation/Beautification Concept and Action Plan, with emphasis on firewise design principles, to help guide property owners and public agencies in reforestation projects.

★ **D.2.b** Improve the image, identity and sense-of-place of Canyon Dam by preparing a "Design Strategy" for the State Route 89 corridor.

D.2.c Explore with CAL FIRE, the California Department of Natural Resources, and other organizations the potential for grant funds to prepare the Reforestation/Beautification Concept Plan and launch the reforestation program.

PRINCIPLE E Conduct Community-based Planning and Streamline Regulations

E.1
Recommendations: **Greenville Planning, Zoning, and Development Approval**

★ **E.1.a** Prepare a Community Plan for Greenville and its Town Center reflecting the community's design vision, community input regarding desired uses (e.g., housing, commercial, cultural, recreational, educational, and civic), and information regarding demand for retail, services, and other relevant considerations.

★ **E.1.b** Evaluate the County's Zoning Code to identify any provisions that could impede implementing the Community Plan for Greenville and its Town Center and amend the Zoning Code as necessary and appropriate.

E.1.c Consider the future of Greenville and the Greenville Town Center within the context of the entire range of the County's *2035 General Plan* and *Plumas County Wildfires Long-term Recovery Plan 2021* policy directions.

E.1.d Consider if and where it may be appropriate to adopt more flexible zoning regulations; determine whether, in various settings, an advisory rather than a regulatory approach would be more effective.

E.1.e Consider the potential for Plumas County's planning efforts and implementation measures to continue to reduce wildfire risk and promote greater community resilience.

E.2
Recommendations: **Canyon Dam Planning, Zoning, and Development Approval**

★ **E.2.a** Create an advisory working group to continue the visioning process for Canyon Dam and to promote a community-based planning and governance framework.

★ **E.2.b** Consider amendments to the County's Zoning Code to increase the opportunity and flexibility to introduce residential and commercial mixed-use development into Canyon Dam.

E.2.c Promote economic development in Canyon Dam to support recreational facilities and activities in the Lake Almanor Basin (e.g., hunting, fishing, hiking, cycling, cross-country skiing, and lake-related activities).

E.2.d Create a Community Vision Plan that defines guiding land use policies and development priorities for Canyon Dam and respects the collective and individual goals of property owners and residents.

1 Introduction

Background

The Dixie Fire started on July 13, 2021, and burned 963,309 acres across five counties (Butte, Lassen, Plumas, Shasta, and Tehama), with over half of those acres devastating Plumas County. At the time, it was the largest wildfire in California history. In early August 2021, the small communities of Greenville and Canyon Dam were destroyed by the Dixie Fire. Greenville saw 375 residential structures and 280 non-residential structures damaged or destroyed and Canyon Dam saw 55 residential structures and 63 non-residential structures damaged or destroyed.[1]



Greenville historic core after the Dixie Fire.[2]

More significant than the sheer numbers of structural losses, was the nearly complete destruction of the core of both communities, physically, economically, and socially, including the historic Town Center of Greenville, which dated back to the Gold Rush era, and the recreation-serving community of Canyon Dam. Only a handful of businesses, institutions, and residences remain. The social fabric of the communities was thrown into near-total disarray as the population had to evacuate and dispersed throughout Plumas County and beyond. Many of the residents who lived in Greenville and Canyon Dam have not been able to return for various reasons, including the lack of services, facilities, and infrastructure. Over three years later, it remains unclear how many residents will choose to return, but it is generally believed that Greenville, in particular, may return to half its population before the wildfire.

[1] CAL FIRE, *"Dixie Fire Structure Status,"* August 16, 2022.
[2] Los Angeles Times, September 24, 2021.

Despite its size of roughly 1,200 people before the Dixie Fire, the Town of Greenville was an important economic and social hub of Plumas County, providing essential goods and services to the larger Indian Valley region and housing for the County's workforce. After initial relief and clean-up efforts were completed and the area was stabilized, it is clear Greenville's role in the socio-economic life of the region remains essential. Therefore, rebuilding of the community is needed. But what kind of community will Greenville become? And how will recovery and rebuilding occur? And the same goes for the recreation-serving community of Canyon Dam, with roughly 30 people living there pre-Dixie Fire.

In September 2021, a group of committed individuals created a non-profit long-term recovery group called the Dixie Fire Collaborative (DFC). Its mission was to support wildfire recovery with an emphasis on health and human services, in coordination with other local services providers, to fulfill the unmet needs of Dixie Fire survivors and help to rebuild the communities of Greenville, Indian Falls, Canyon Dam, and Warner Valley.

Shortly thereafter, in April 2022, Plumas County, with assistance from the California Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) planners, working under the State-Federal Recovery Support Function (RSF) framework, kicked off conversations with the DFC to collaborate on a *Plumas County Wildfires Long-term Recovery Plan 2021* (LTRP) process, including potential actions in support of Greenville, Canyon Dam, and the larger Indian Valley region. The DFC's community-driven efforts included listening sessions, discovery, and visioning, and identified several recovery projects, which informed the LTRP community outreach process.

In the spring of 2023, the County hosted community recovery outreach meetings to understand the recovery values of the community, define a vision for recovery, and identify numerous recovery projects based on wildfire impacts and needs.

One of the LTRP projects is a desire by residents to rebuild Greenville's core with a community vision for a rebuilt Greenville Town Center. The vision would re-establish the scale, texture, and character of the Town's historic downtown with up-to-date functionality. A parallel effort involves reconstructing the Canyon Dam community, based on the desires of property owners. The results of these community visioning efforts are summarized in two reports: the *Greenville Town Center Design Guidebook* and the *Canyon Dam Summary Report*, completed in the Fall of 2023.

To assist the communities in implementing the visions and potential projects identified in the LTRP, the Plumas County Planning Department sought the assistance of the American Planning Association California Chapter (APACA) to work with the community to prepare this *2021 Dixie Fire Implementation Strategy for the Recovery and Rebuilding of the Town of Greenville and Canyon Dam* ("Report"). APACA offers a Community Planning Assistance Team (CPAT) program that provides pro bono professional planning services to communities. Each CPAT team is assembled based on the specific expertise needed for a project. This Report has been prepared by the Greenville/Canyon Dam CPAT and represents its professional expertise and judgment. The Report's conclusions and Recommendations are predicated on the ongoing recovery and rebuilding work of the community and the recent reports that have been produced, as listed in Appendix B.

Goals of this Report

The concepts for the Greenville Town Center and Canyon Dam, described in the *Design Guidebook* and *Canyon Dam Summary Report*, are visions of what the community could become. However, the two reports do not provide detailed guidance on potential means, methods, timing, or strategies to implement the visions. This Report provides such content with specific guiding principles, recovery recommendations, and suggested criteria for setting priorities.

The goals of this Report are to assist in the recovery and rebuilding of the historic Greenville Town Center, Canyon Dam community, and the greater Indian Valley area as follows:

- To link the communities' desired visions, concepts, site plans, design guidance, uses, and needs into clear implementation opportunities, recommended strategies, and potential step-by-step actions based on criteria for priority setting.
- To address broader community planning issues that may include strategies for long-term economic development and sustainability, capacity-building, local governance, land use and zoning, and housing.

Process

In preparing this Report, CPAT relied on input from the Plumas County Planning Department, planners from the Federal Emergency Management Agency (FEMA), representatives of the Dixie Fire Collaborative (DFC), numerous community members, and the Town Center Design Team which was led by the design firm LMNOP Design + Build and included a group of university student design interns and SERA Architects.



The CPAT Team attended workshops and community briefing sessions to gather information and gain insights into community desires and pending rebuilding efforts.

After reviewing background data provided to the CPAT by County staff and the Town Center Design Team, three representatives of the CPAT traveled to Greenville for five days in August 2023 and attended background briefings and on-site visits, conducted community interviews, and participated in design work sessions and community events. Subsequently, numerous tele- and video-conferences were held to provide additional information and discuss potential strategies which are summarized in this Report. Refer to Appendix C for a list of meetings, interviews, presentations and community events attended by CPAT.

Relationship to Other Plans

This Report builds upon the recovery and rebuilding concepts in the following reports, documents, and associated community outreach processes:



A scale model of the Greenville Town Center was built by the Town Center Design Team for use as part of the community outreach process and for preparing the Town Center Design Guidebook.

1. *Dixie Fire Recovery Planning Process: Phase 0 Summary Report*
2. *Dixie Fire Recovery Planning Process: Phase 1A Summary Report*
3. *Greenville Town Center Design Guidebook* (referred to as the *Design Guidebook*)
4. *Canyon Dam Summary Report*
5. *Plumas County Wildfires Long-term Recovery Plan 2021*

Definition of Terms

Throughout this Report various terms are used for ease of reference and clarity. Unless otherwise noted in the narrative, these terms are defined as follows:

- "Local" and "community" refer specifically to the Greenville, Canyon Dam, and Indian Valley region. They do not include Plumas County as a whole, the Quincy area, or the Almanor Basin.
- "Indian Valley" refers to the geographic area illustrated in the "Planning Areas" map for Indian Valley in the *2035 Plumas County General Plan*. It does not include Canyon Dam or the Almanor Basin.
- "Greenville" refers to the Town of Greenville boundary as illustrated in the "Planning Areas" map for Indian Valley in the *2035 Plumas County General Plan*.
- "Almanor Basin" refers to the geographic area illustrated in the "Planning Areas" map for Almanor in the *2035 Plumas County General Plan*. It does not include Greenville or Indian Valley.
- "Canyon Dam" refers to the Rural Place of Canyon Dam illustrated in the "Planning Areas" map for Almanor in the *2035 Plumas County General Plan*.
- *"Design Guidebook"* is sometimes used as an abbreviated reference for the *Greenville Town Center Design Guidebook*.
- "Town Center" refers to the limited, mostly commercial, area of Greenville that was, pre-fire, the historic core of Greenville and is the specific area of focus in the "*Design Guidebook*."
- "Sustainable" refers to the ongoing vitality of a community's economic, social, and environmental health.
- "Long-term Recovery Plan" and "LTRP" refer to the *Plumas County Wildfires Long-term Recovery Plan 2021*.
- "Firewise Community" refers to a neighborhood or geographic area that has actively taken steps to reduce its wildfire risk, allowing them to be recognized as a designated "Firewise Site" by the National Fire Protection Association (NFPA). For more information on how to become recognized as a Firewise Site, visit: https://www.nfpa.org/education-and-research/wildfire/firewise-usa.

2

Guiding Principles and Setting Priorities

The CPAT identified five Guiding Principles to guide preparation of 43 specific Recommendations that are found in Chapter 3 of this Report. While the principles were derived from community input and research, these principles are solely the observations of the CPAT team, based on the professional experience and deliberations of the team.

It is essential that the local community define priorities and agree on a critical path forward.







The CPAT also recognizes that the implementation of the 43 Recommendations cannot be achieved all at once and will require setting community priorities, phasing recommendations, and specific actions that can be immediately impactful. A community-driven Priority Action Plan is therefore recommended to further develop the Recommendations in this Report, and identify immediate actions and longer-term strategies for the recovery and rebuilding process.

In order to assist the community in the preparation of a Priority Action Plan, of the 43 Recommendations, the CPAT has identified 18 Priority Recommendations as well as criteria to consider in setting priorities. These Priority Recommendations and criteria are based on the CPAT's assessment of immediate needs and actions that would be most beneficial for implementing the community's vision.

The following list summarizes the five Guiding Principles followed by suggested criteria for priority setting.

Guiding Principles

PRINCIPLE A Strengthen Local Governance and Community Capacity

Building capacity within the local community is the most important ingredient for long-term recovery success.

PRINCIPLE B Attain Economic Sustainability

Develop a right-sized community that can be supported within the local economy and meets the needs of the local population.

PRINCIPLE C Meet the Diverse Housing Needs of the Community

Ensure a range of housing types to meet the socio-economic needs of residents and all segments of the local workforce.

PRINCIPLE D Achieve Forward-looking Community Design and Development of the Physical Environment

Build a community that can adjust to population growth and is resilient in meeting the needs of the future.

PRINCIPLE E Conduct Community-based Planning and Streamline Regulations

Through a local, community-based process, clearly identify what is to be achieved and is likely achievable; then define regulations that are needed to allow and promote those objectives. Streamline regulations to provide maximum appropriate flexibility for property owners, individuals, and local institutions.

Setting Priorities

As recovery efforts have progressed since the 2021 Dixie Fire, numerous proposals for rebuilding the communities of Greenville and Canyon Dam have emerged. The list of community desires includes dozens of projects, all competing for limited human and financial resources. Many are summarized in the following documents, in addition to the recommendations of this Report:

- 21 projects identified in the *Long-term Recovery Plan*
- Several projects identified in the *Town Center Design Guidebook*, each of which will require phasing, different funding streams, and different regulatory requirements

- Recommended projects and actions in the *Lake Almanor Basin Strategic Housing Plan*
- Several other locally identified projects, such as renovation of the Little League fields and others

The projects identified in these reports represent millions of dollars and thousands of hours of labor. Many of the proposals will be challenging to implement while others are not necessarily critical for creating an attractive and livable community.

Therefore, now that the rebuild process is well underway, it is essential that the local community define priorities and agree on a critical path forward. This involves working with the DFC, County, and special districts, and public and private partners such as the Indian Valley Community Services District, Indian Valley Recreation & Parks District, Indian Valley Chamber of Commerce, Greenville Rancheria, Roundhouse Council, Indian Valley Rotary, and many others.

As mentioned previously, a Priority Action Plan is therefore needed. The CPAT offers the following global recommendation for preparing a Priority Action Plan.

Prepare a Priority Action Plan that identifies critical path actions within the capacity and financial resources of the community, the private market, local government, and other potential agencies and partners over time.

It is essential that the local community have a strong voice in preparing a Priority Action Plan. Neither County government, nor this Report, can (or should) define the most important priorities for the residents and businesses of Greenville, Canyon Dam, and Indian Valley.

The Organizational Summit/Strategic Action Retreat, held on April 6, 2024, by the DFC was a first step in setting priorities by seeking to coordinate the activities of the various organizations that are working separately and may be competing for scarce resources. Continuing to build on this collaboration is pivotal to future planning success.

Priority Action Plan Criteria

As the community identifies a critical path in the context of preparing a Priority Action Plan, the following criteria are offered:

1. Build on the ***community-driven visions and values*** identified in the *Long-term Recovery Plan* and the Greenville Town Center/Canyon Dam planning processes, as well as ongoing outreach.
2. Build upon ***recovery efforts*** including those from the DFC, County, Greenville Town Center vision process, and The Almanor Foundation housing studies.
3. Focus on ***economically feasible projects*** based on an understanding of the regional and local economy, the local real estate market, and financial and human resource capacity.

4. Establish an ***"orders of operation"*** approach that sequences development according to logical construction processes and avoids costly reconstruction and repairs.
5. Define ***short-term, mid-term, and long-term priorities*** with a specific realistic schedule for the short-term.
6. Identify and build upon ***existing community assets***, both physical assets (i.e., standing buildings) and human resource assets (i.e., DFC, Indian Valley Community Services District, Indian Valley Recreation & Parks District, Indian Valley Chamber of Commerce, Greenville Rancheria, Roundhouse Council, Indian Valley Rotary, and others in a volunteer capacity).
7. Prioritize ***community-building projects***, particularly projects for families and children, in the near term.
8. Identify ***"catalyst" projects*** that stimulate further development and create immediate sense-of-place.
9. Prioritize projects and actions that can yield ***immediate results***, with an identified or realistic funding source and contributes to the vision and priorities.
10. Identify key realistic ***longer-term projects*** that will create positive change, known as "game changers."

3

Recommendations

The CPAT has developed 43 Recommendations with 18 Priority Recommendations to further the 2021 Dixie Fire wildfire recovery and rebuilding efforts in Greenville, Canyon Dam, and the Indian Valley region.

The Recommendations are organized in this chapter under five sections that correlate to the five Guiding Principles described in Chapter 2. The Recommendations under Principles A, B, and C are less site-specific and pertain to the Indian Valley Planning Area and are applicable to both Greenville as well as Canyon Dam. The Recommendations under Principles D and E contain more site-specific proposals with separate suggestions for Greenville and Canyon Dam.

"Communities with a high collective efficacy—those who see themselves as self-organizing and not reliant on others—are most likely to recover."

Priority Recommendations. With consideration of the criteria for preparing a Priority Action Plan discussed in Chapter 2, the CPAT has suggested 18 Priority Recommendations from among the 43 Recommendations. While all the Recommendations are important components of a comprehensive implementation strategy, not all are of equal priority or have the same sense of immediacy. Some are essential immediate actions which should be addressed earlier to set the stage for subsequent actions that will require more time, planning, and resources. Additionally, many Recommendations can be addressed concurrently by different organizations, public agencies, and individuals. Alpha-numeric references correlate each set of Recommendations to the Guiding Principles. Priority Recommendations are marked with a star (★).

PRINCIPLE A Strengthen Local Governance and Community Capacity

Disaster recovery research conducted in recent years indicates that "communities with a high collective efficacy—those who see themselves as self-organizing and not reliant on others—are most likely to recover."[1] This concept is further supported by a desire to "Refresh the local governance model," heard from the local community, referring to a desire for a stronger local voice in planning and decision-making in the future.[2]

Strengthening local governance and community capacity, should be considered in two general categories described in the following sections. Both non-governmental organizations and individuals, as well as government institutions, play an essential role in long-term disaster recovery and rebuilding efforts as well as an ongoing role in sustaining a healthy recovered community.

A.1 Recommendations on Local Non-Governmental Organizations (NGO's) and Individuals

A.2 Recommendations on Local Government Institutions (including Plumas County and local special districts)

[1] Johnson and Olshansky, *"After Great Disasters,"* p. 6, 2017.
[2] LMNOP Design + Build/SERA, *"Dixie Fire Recovery Planning Process: Phase 0 Summary Report,"* 2022.

A.1 Local Non-Government Organizations (NGOs) and Individuals

Overview

Possibly the greatest issue affecting implementation of the Town Center vision and other recovery projects in Greenville, Canyon Dam, and the Indian Valley region is the limited capacity of local government, community organizations, and local institutions. Simply stated, there is so much to be done and a shortage of people and resources to do it.

In the United States, government disaster management works as a shared system in which the over 88,000 local general-purpose governments, special districts, and Native American tribal governments are primarily responsible for supplying response and recovery resources. Regional, state, and national agencies provide support as requested.[3]

It is critically important that a robust local capacity-building framework be established.

Except for the incorporated City of Portola, Plumas County government is the primary entity responsible for the coordination of development in the unincorporated County areas, including Indian Valley, Greenville, and Canyon Dam. Although resources were limited prior to the 2021 wildfires, day-to-day operations were generally stable and the County was able to adequately provide necessary public services, and coordinate development of proposed projects.

After the wildfires government stability was seriously fractured. The capacity of Plumas County government to provide services beyond day-to-day operations was already limited before the wildfires, due to the small population size of Plumas County, broad geographic area, and limited fiscal resources. Since the wildfire events of 2021, supporting recovery and rebuilding efforts has placed great strain on County resources. Despite these constraints, County staff and elected leaders were active participants in wildfire recovery efforts, leading several initiatives in coordination with numerous Federal, State, and local agencies and private organizations, notably working to streamline rebuilding regulations and policies.

The wildfire also exposed a pent-up desire to "refresh the local governance model" to help unify the community and provide a stronger, more-recognized voice in local decision-making and community affairs among Indian Valley/Greenville residents.[4] It is therefore critically important that a robust local capacity-building framework that supplements, and is not heavily dependent on, the County government, be established.

Recommendations **Local Non-Government Organizations and Individuals**

★ **A.1.a Transition the Dixie Fire Collaborative (DFC) recovery group to become an economically sustainable long-term community-based organization**.

The DFC is an invaluable asset to the Greenville and Indian Valley region. It has demonstrated the immense value of a local organization that provides a voice for local citizen involvement and coordination, as well as information-sharing, fundraising for local unmet needs, supporting health and wellness, and providing technical assistance resources. Such a local organization can be of continuing value long into the future and

[3] Johnson and Olshansky, *"After Great Disasters,"* p. 254, 2017.
[4] LMNOP Design + Build/SERA, *"Dixie Fire Recovery Planning Process, Phase 0 Summary Report and Long-term Recovery Plan, Chapter 4, Recovery Vision and Values,"* 2022.

be a key part of an improved local governance structure for Greenville and the Indian Valley region that the area never had before.

Transitioning the DFC to such a long-term organization is not without challenges. The most important will be identifying a long-term funding stream. It is likely, as the rebuilding process proceeds and the community stabilizes, current funding sources will dwindle. It will be critical to ensure that ongoing human resources will be available and to ensure community accountability and transparency. But, the organizational development process should begin now while financial and human resources are currently available.

Potential Alternative Organizational Structures

The Dixie Fire Collaborative (DFC) provides valuable services and a strong voice for local citizen involvement and coordination. If it is decided that the DFC were to discontinue this role in the community, alternative organizational structures to provide these local services should be considered.

There are advantages and disadvantages to each of the organizational structures outlined below, but all provide varying ways of achieving an ongoing funding stream. Some options involve partnering with or restructuring existing local government entities, while other options envision continuing as an autonomous private community service organization.

a. ***Restructure*** *the Indian Valley Community Services District (IVCSD) to include the range of services currently provided by the DFC with a permanent, appointed Citizens Advisory Committee (CAC) and support staff. (See Recommendation A.2.c for further discussion.)*
b. ***Retain*** *the current independent operational structure of the DFC and partner with the IVCSD to provide a range of community services under an MOU.*
c. ***Transition*** *the DFC to a Community Land Trust model.*
d. ***Retain*** *the current independent operational structure of the DFC and partner with an organization such as the North Valley Community Foundation and establish a collaborative of local non-profit community-service organizations with the DFC as lead coordinator.*
e. ***Restructure*** *the DFC to function as a "Greenville Property-owners Working Group."*
f. ***Dissolve*** *the Dixie Fire Collaborative and absorb these functions into other organizations and agencies.*

Roles and Responsibilities

The role and responsibilities of the future DFC will vary, depending upon the structure established. The intent for the future DFC (or successor) is to continue to provide a local voice, coordination, services, and more, similar to the role it plays in the community today. The DFC could continue to function as the lead coordinating umbrella organization and community liaison during the next 5-10-year rebuild process and into the future. In the near term, the DFC could lead and/or participate in preparing a multi-jurisdictional Priority Action Plan for local rebuilding efforts. Over the long term, periodically update the plan, similar to the public Capital Improvement Planning process, and include both hard (physical development) and soft (community programs) projects.

Other considerations:

- *Once the recovery process is fully stabilized, transition the current "Coordinator for Long-term Recovery and Rebuild" position to permanent status.*
- *Continue to operate the existing local planning/design storefront located at 127 Crescent Street or at another location to assist property owners with project planning, design, permitting, and building.*



The DFC can be an umbrella organization promoting and assisting other groups in community programs such as bike events for families and children.

- *Identify projects and programs that are within the capacity, scope, and ability of other local community service organizations and individuals. Ask the question: "Is this a project that is within the capability of a non-profit community service organization to provide or assist?"*
- *Lead and/or participate-in the preparation of local development analyses and forward planning efforts, such as the Market Analysis and Economic Development Strategy (see Recommendations B.1.a and B.1.d), on-going Greenville Town Center and Canyon Dam planning studies, and long-term projects identified in the Long-term Recovery Plan.*
- *Constantly identify and seek funding opportunities to establish an independent funding stream.*
- *Within capacity limitations, set up structures that are sustainable and operate on an ongoing basis, such as:*
  - *—Dedicated periodic (weekly or monthly) on-line newsletter, sent to all residents and interested parties, which reports regular progress and outcomes, as well as community events, and local government activities*
  - *—Ongoing periodic Greenville Saturday Community meetings*
  - *—Established set of "Deliverables" for the DFC's Coordinator for Long-term Recovery/Rebuild (see also Recommendation A.2.a, below)*
  - *—Regular direct, active communication and liaison with Plumas County, local districts, and private service providers, and state and federal government agencies such as the Plumas National Forest, HCD, CAL FIRE, and others*

A.1.b Promote the (re)establishment of the network of existing and new non-profit community service organizations.

While the DFC (or its successor) would continue to function as a primary coordinating organization and liaison for the community during the next 5–10 years and into the future, an essential element in all healthy communities is the network of specialized non-profit community service organizations, typically run by volunteers, who provide important services to the community that public agencies and private businesses cannot. This network also helps build community spirit and a sense-of-place.



The monthly community meetings in Greenville have been important functions of the DFC, providing a useful forum for information-sharing and input to County decision-makers and service providers. It is important to continue these meetings for a local community voice.

In Greenville before the wildfire, this network included organizations such as the Greenville Cy Hall Memorial Museum, Indian Valley Chamber of Commerce, Greenville Rancheria, Greenville Rotary Club, American Legion, Greenville Little League, and several others. Much of this once-strong network of community service organizations has been dispersed, but all are not gone. Many organizations are regaining strength and are actively engaged in rebuilding efforts. It is important to support these organizations as well as to identify and cultivate the growth of new community-based organizations.

Concern has been expressed over a lack of coordination and duplication-of-effort among various organizations. Like rebuilding the physical environment, time and financial resources spent to actively support, as well as coordinate rebuilding of this network, will be resources well spent. The "Organizational Summit/Strategic Action Retreat" organized by the DFC and held on April 6, 2024, was a useful first step.

A.1.c Involve the Maidu indigenous community in the local governance structure.

The Maidu indigenous community has an important historic presence in Plumas County and Greenville. The local Greenville Rancheria operated the Town's health clinic which served its members as well as the broader area population. The Roundhouse Council operated an educational center to preserve the history of indigenous people in the region. Unfortunately, these facilities were destroyed in the Dixie Fire, but they will be reestablished with the Roundhouse Center already under construction. The Greenville Rancheria was an essential community partner during the fire recovery period by establishing a mobile health and dental clinic in Greenville. With their integral historic role in the community and the essential services they provide, the Maidu indigenous community should continue to be a core participant in the community's governance structure and rebuilding process.

A.1.d Identify strategies to rebuild and attract volunteerism and individual initiative.

Rebuilding the individual volunteer network is an important part of rebuilding the community. As the communities of Greenville and Canyon Dam rebuild, there are numerous opportunities for individual volunteer participation. It will require an "all hands on deck" approach and the individual volunteer network can be a useful part of rebuilding necessary capacity, particularly in small, "Early-Action" projects that enhance the community. See Recommendation D.1.e for a discussion of Early-Action Projects where individual volunteers can be instrumental. The DFC, or its successor, can play a useful role in this effort as a promoter of volunteerism, such as providing a "bulletin board" of individual opportunities, perhaps through an online periodic newsletter as described in Recommendation A.1.a above.

A.2 Local Government Institutions

Overview With only one incorporated city in the county, Plumas County government, supplemented by numerous local special districts, is tasked as the primary entity responsible for providing public services and managing development over a vast unincorporated County area. Generally, this was satisfactory for the ongoing day-to-day operations in the relatively stable environment of the region prior to the 2021 wildfires.

A prime opportunity exists to consider an improved public governance network.

But when disaster struck, it became apparent that the pre-fire governance structure, at both the County level and the local level, was not designed for the massive recovery and rebuilding effort that was required. This is not unusual. There are few places where local governments alone have the capacity to deal with major disasters. State and Federal assistance is often required, as well as the widely observed emergence of non-governmental organizations (such as the Dixie Fire Collaborative) that can rapidly provide the technical and communication services after disasters that governments cannot.[5]

In response to the challenges, County elected leaders, County staff, and local special districts have advanced post-wildfire recovery efforts. These efforts include leading several initiatives to coordinate Federal and State agencies, private service providers and foundations, and streamline building regulations and policies, while maintaining close communications with local communities.

[5] Johnson and Olshansky, *"After Great Disasters,"* p. 11, 2017.

Nevertheless, supporting recovery and rebuilding efforts has placed great strain on County resources. Therefore, as the initial recovery period comes to a close and the rebuilding period proceeds, an opportunity exists to consider improved public governance strategies, particularly those that strengthen local coordination and decision-making, and build upon existing organizations and structures to reduce reliance on Plumas County government.

Recommendations Local Government Insitutions

★A.2.a Fill the position of a County Disaster Recovery Coordinator as recommended in the *Plumas County Wildfires Long-term Recovery Plan 2021*.

Many of the capacity-building recommendations in this Report are focused on increasing organizational capacity at the local level. The *Long-term Recovery Plan* recognized the importance of this with the recommendation to establish two Long-term Recovery Coordinators, one representing the DFC at the local level and another representing the County, who will function as partners in expediting local recovery and rebuild efforts. The DFC took rapid action and appointed a full-time Coordinator for Long-term Recovery and Rebuild in September 2023. The County Disaster Recovery Coordinator position is funded in the FY24/25 County budget and is key to the effectiveness of the local government efforts. Therefore it is a high priority that this position be filled.

A.2.b Continue streamlining and consolidating the numerous special districts in the County.

It has been estimated by the Plumas County Special District Association that the County has over 60 special districts. For a county of around 20,000 people, the burden of managing and staffing so many separate districts is immense, not to mention issues of interjurisdictional overlap, operational inefficiency, and the constant costly need to upgrade to best-practices standards and training. In the Greenville/Indian Valley area, streamlining and consolidating special districts is under consideration and should be continued to more efficiently use human and financial resources for both near-term wildfire rebuilding efforts and long-term provision of services. In particular, the relative roles of the IVCSD and the Indian Valley Recreation and Park District (IVRPD) should be evaluated to identify potential efficiencies for providing parks and recreation services.

A.2.c Continue to explore expanding the role of the Indian Valley Community Services District (IVCSD).

One of the strongest potential opportunities to provide a stronger voice in decision-making and community affairs at the local level is to strengthen and diversify the local services provided by the IVCSD. As discussed in Recommendation A.1.a, there are potential long-term benefits to continuing the community involvement, communication, information-sharing, and technical assistance role the DFC currently provides beyond the recovery and rebuild period. Including these services as part of the organizational structure of the IVCSD could benefit the community by assuring long-term organizational stability and a vehicle for improved local community input and support. This could be structured under a variety of scenarios, as described in Recommendation A.1.a.



The Plumas County Sheriff's substation was previously located in this former historic bank building. This iconic building is an important publicly owned asset in a strategic location that could be re-imagined as a shared facility with the County, a Chamber of Commerce Visitors Center and potential museum, similar to the facility in Corning, California. See also Recommendation D.1.b related to Reuse of Existing Community Assets.

PRINCIPLE B Attain Economic Sustainability

This Principle addresses essential economic and financial considerations for the successful rebuilding and long-term development of the Greenville, Canyon Dam, and the Indian Valley region. The recommendations are grouped into the following two sections:

B.1 **Recommendations on Demand Analysis and Economic Development**

B.2 **Recommendations on Financing Strategies**

B.1 Demand Analysis and Economic Development

Overview

There is great enthusiasm for the rebuilding of Greenville and Canyon Dam as evidenced by the numerous projects that have been proposed. However, many of those projects may exceed the economic carrying capacity of the region because knowledge of the constraints and opportunities of the local economy appears to be mostly anecdotal and not well understood. A more in-depth and well-researched understanding of the economic opportunities of the Indian Valley region is needed to guide the creation of an economically sustainable community that fits the likely existing and future population, regardless of size.

An understanding of the economic opportunities of the Indian Valley region is needed to guide the creation of an economically sustainable community.

Shortly before the Dixie Fire, the 2020 U.S. Census reported that the population of Greenville stood at approximately 1,100 people. Also, according to the US Census, Greenville and nearby Canyon Dam were considered economically vulnerable communities with a median age of 51 compared with a statewide average of under 40, and a median household income of $32,344 compared to a County average of $57,885 and a statewide average of $78,672.

The Dixie Fire had a devastating impact on the population and economy of both Greenville and Canyon Dam, as well as several other communities in the County, as residents left the area and many may not return. No confirmed data exists on the number of residents and businesses that are likely to return to Greenville and Canyon Dam. Based on interviews with local leaders and public officials (LMNOP, County staff, FEMA, local leaders), the population of returning residents to Greenville may not exceed 400-600 people for several years, less than 50% of the pre-fire population.

For Canyon Dam, estimates are unknown as this time. Furthermore, in July 2023, the California Department of Finance projected that the Plumas County population will decline by about 1/3 between 2020 and 2060, from about 20,000 to about 13,000 persons.[6]

The anticipated small (and declining) post-wildfire population, combined with the limited strength of the pre-fire local economy, raises questions about actual need for, and the appropriate scale of, near-term building development, particularly in Greenville. The low post-wildfire population will not create the same level of internal demand for goods and services (and the related need for built space) as the pre-fire population. Because much of Greenville was laid out and built several decades ago when the economy was stronger and the population was larger, much of the commercial building stock of the historic Greenville Town Center area was already underutilized prior to the wildfire. Prior to the wildfire, it is likely that Greenville was overbuilt relative to the needs of the population and the economy of the Indian Valley area.

Therefore, the surviving structures, businesses, and services in Greenville may meet current needs or exceed demand in their respective market categories until the population grows beyond locally anticipated estimates. As a result, there may be little current demand for the quantities of built space envisioned in the *Greenville Town Center Design Guidebook* and other projects.

Recommendations Demand Analysis and Economic Development

★B.1.a Prepare a Market Analysis focusing on the Indian Valley Planning Area and Canyon Dam.

To better understand current and future market support and demand for built space, a high priority is to conduct a focused market analysis and prepare a phased development program. It will help bring focus to the many alternative initiatives that are being proposed, provide guidance to public and private decision-makers, and help determine the magnitude of additional stimulus and support (if any) that may be required, particularly to assure ongoing success for essential services.

Key Components of Market Analysis

- *Baseline trends in the local, sub-regional economy, focused on the Indian Valley Planning Area as defined in the Plumas County General Plan (excluding the Almanor Basin Planning Area), including:*
  - *—Estimates of pre-fire local economic activity (e.g., occupied non-residential building space, local taxable sales) and population, employment, and tourist visitation within the Indian Valley Planning Area and within Plumas County as a whole*
  - *—Estimates of current economic activity within the Indian Valley Planning Area and within Plumas County as a whole*
  - *—Stable population estimates for the Indian Valley Planning Area, both near-term and long-term, based on the current economy*
  - *—Stable employment/job estimates in the Indian Valley Planning Area, based on the current economy*

[6] California Department of Finance, *"Total Population Projections, California Counties 2020–2060,"* July 2023.

- *Potential Growth Opportunities in the Indian Valley Planning Area over the next 10 years (or other reasonable growth horizon), including:*
  - *—Economic growth opportunities related to a long/short-term Economic Development Strategy (see discussion below) and trends in Plumas County economic drivers*
  - *—Employment/job growth over time by threshold year*
  - *—Population growth estimates over time based on employment/job growth and other factors.*
  - *—Anticipated countywide tourism trends/growth*
  - *—Future potential purchasing power based on population and tourism growth*
- *Market Demand Projections for both Baseline and Growth scenarios (estimated for threshold years) for the Indian Valley Planning Area, including:*
  - *—Total quantities (square footage/units) by type of use for retail/restaurants, office, residential, lodging*
  - *—Net additional square footage demand (beyond existing post-fire building stock)*

★B.1.b Prepare an Absorption Study focusing on the Indian Valley Planning Area and Canyon Dam.

Using the Market Analysis and Public Facilities Needs Assessment (see B.1.c below) as a basis, estimate absorption demand for built space by type of use and public facilities by type, over time, based on population and economic growth, for identified threshold years.

★B.1.c Prepare a Facilities Needs Assessment focusing on the Indian Valley Planning Area and Canyon Dam.

The lower post-wildfire population will not create the same level of locally driven demand for public services including schools, public buildings, parks and recreation facilities, and infrastructure, as the pre-wildfire population. It is therefore important to prepare a Facilities Needs Assessment for the various public services and investments, scaled and phased over time, to meet the current and future needs of the community.

The responsibilities for the provision of most public services fall on a range of providers, both public and private, including, Plumas County, IVCSD, Caltrans, PG&E, Frontier Communications, and others. Many of these providers, except for the IVCSD and Plumas County, have already undertaken needs assessments, completed necessary planning, begun or completed construction of improvements, or are in process. In the case of the IVCSD, the District is actively involved in the preparation of an Infrastructure Master Plan, which was identified as a high priority in the *Long-term Recovery Plan*.

Recommended Needs Assessments

Housing Needs Assessment. *This assessment will provide additional important information for understanding the local economy and market needs but should not replace the Market Analysis, which should be done separately. This assessment should distinguish between the housing needs for the County and the Indian Valley Planning Area. For further discussion related to housing needs and implementation, see Sections C.1 and C.2 (Housing) of this Report.*

Parks and Recreation Needs Assessment. *There are multiple project proposals for new or renovated parks in Greenville. These include proposals for new parks that did not exist pre-fire (Wolf Creek*

Community Park fronting Crescent Street, Amphitheatre Park on Wolf Creek at Main Street, and the Wolf Creek River Trail), as well as renovations of parkland that existed before the fire, such as the Little League Fields. However, there is no clear data indicating the need for all these park facilities. Typically, according to best planning practice, the need for such facilities is based on established national or state standards, or as outlined in the County General Plan or a parks and recreation master plan. Such standards do not exist and are not identified in Plumas County's local plans.

There is an obvious clear need to rehabilitate (or develop a shared use) for some existing facilities (such as the Little League fields and the school sports fields) as soon as possible. But, like the market, the actual need for additional new park facilities to serve the future population is undocumented. Before committing scarce resources to build and maintain new parks, an assessment should be undertaken to determine the acreage and type of new park facilities actually needed based on an inventory of existing available lands; recognized open space and recreation standards; and projected demand of the likely population over time. A Parks and Recreation Needs Assessment will help allocate scarce resources more efficiently and potentially bring needed facilities online more quickly. It will also be an important input to expand the Town Center Vision as described in Recommendation D.1.c and the Preparation of the Community Plan as described in Recommendation E.1.a.

School Facilities Assessment. *This assessment should address the PUSD High School/Elementary School property in Greenville. While the property is now the home of the Plumas Charter School, the property is a significant community asset which could be better utilized to serve multi-purpose school and community functions. As a starting point, jurisdictional barriers should be broken down and the potentials for shared use of the property should be considered as part of the Parks and Recreation Needs Assessment described above and the preparation of a Community Plan described in Recommendation E.1.a. Potential opportunities:*

- ***Prepare*** *a revised master plan for the entire campus to meet the current and likely future school needs while also identifying a greater range of permanent and temporary community-serving uses. Assure that necessary security measures are incorporated into the revised campus plan, while also allowing public use in appropriate areas.*
- ***Redesign*** *the deep landscape and parking frontage along Crescent Street/State Route 89 to become a roadside park. This would be an ideal location along State Route 89 for farmers markets and other events that would show activity to passing visitors and act as a gateway to the Town.*
- ***Consider*** *how underutilized parking and landscape areas can be used more efficiently for a variety of uses.*



Greenville PUSD campus contains underutilized land and building assets, such as the deep frontage on Crescent Street/State Route 89, that potentially exceed the educational needs of the community now and into the future. This underutilized land and the buildings could be re-purposed for economic and community-serving purposes at comparatively low cost compared with building new facilities.

★B.1.d Prepare an Economic Development Strategy for the Indian Valley Planning Area and Canyon Dam that focuses on tourism in the short-term but also considers longer term economic development opportunities.

While the Market Analysis, Needs Assessment, and Absorption Study will provide critical data to guide rebuilding efforts based on current trends, the communities in the Indian Valley Planning Area must also take realistic, proactive measures to improve sustainable short and long-term economic development.

For the long-term, an Economic Development Strategy should be prepared. This Strategy should focus on opportunities to expand and diversify the local economy beyond current economic activities by prioritizing long-term investments to support new economic growth opportunities. Several potential long-term investments are identified in the Comprehensive Economic Development Strategy (CEDS), prepared by the Sierra Business Council, and the *Long-term Recovery Plan*. To focus efforts, as part of the Market Analysis, potential long-term investments that are within the potential financial and human resource capacity of the Indian Valley region should be identified. These may include additional infrastructure, public facilities and/or services, development of local human capital, and/or other place-based investments that will enhance the attractiveness of the local area for sustained economic activity.

"Sustainable Recreation" presents strong potential near-term growth opportunities in the Indian Valley Region.

Economic Development Potential

Many speculative economic development projects were defined in the Long-term Recovery Plan process and by various individuals and organizations. While many of these projects are worthy, most have not been analyzed relative to actual short and long-term market potential, costs, and benefits. The recently completed Sierra Economic Development District (SEDD) Comprehensive Economic Development Strategy (CEDS) (June 2024), prepared by the Sierra Business Council does, however, provide useful guidance on potential short and long-term economic development opportunities for the five-county central/north-Sierra region, including Plumas County.

While this high-level strategy does not identify specific recommendations for economic development at the local level, it does identify key industry sectors of focus. According to the CEDS, "priority industry sectors for job growth are working lands (agriculture, forestry, biomass), sustainable recreation, and resilient renewable energy."[7] Most of these priority industry sectors are capital-intensive and generally require long-term planning and investment. They may be feasible as part of a long-term economic development strategy. But "sustainable recreation" has relatively low start-up costs and is accessible to small business entrepreneurs. It therefore presents strong potential near term growth opportunities in the Indian Valley Region as well as in Canyon Dam.

Sustainable Recreation: Prior to the Dixie Fire, a portion of the local economy was related to tourism, particularly pass-thru traffic along State Route 89 and rustic accommodations in surrounding lodges and camps. However, tourism services were not well developed to their full potential, particularly in Greenville. This may be Greenville's greatest near-term economic development opportunity, by taking the following measures:

- ***Focus** on pass-through tourism along State Route 89 between the major destinations of Lake Tahoe and Lake Almanor/Lassen National Park.*

[7] Sierra Business Council, "*Sierra Economic Development District: Comprehensive Economic Development Strategy 2023–2027*," June 2024. SEDD CEDS, p. 21.

- ***Improve*** *the image of private businesses and public spaces along State Route 89 across the entire town (not just in the historic Greenville Town Center area (see Recommendation D.1.a for additional discussion related to State Route 89 improvements).*
- ***Support****, invest in, and promote existing (and new) lodging and camps in the area that were not damaged by the fire.*

B.1.e Support operating businesses that provide critical goods and services to the local population.

While very little remained of Canyon Dam after the fire, in Greenville several businesses and institutions outside the historic Town Center survived the wildfire. Most of these surviving businesses (and much of the surviving residential and institutional uses) have provided essential goods and services to the community during the recovery and rebuilding phase. These include uses such as the IVCSD offices, the school, the Evergreen Market, the Dollar General store, and others.



Several businesses and institutions survived the fire such as Evergreen Market, and have provided essential goods and services throughout the recovery period. Support and focus rebuilding efforts on these assets to catalyze new development and create a rapid sense-of-place.

Rebuilding efforts should support and build upon these valuable assets (both their location and their function) when engaging in additional new building activity. It is noteworthy that most of these existing built assets are located along Crescent Street/State Route 89. These existing buildings and facilities serve as "catalyst project" opportunities for an infill development strategy that would focus new development along the Crescent/State Route 89 corridor as a priority. The success of THE SPOT demonstrates the viability of such a strategy. The importance of the State Route 89 corridor in both Greenville and Canyon Dam as part of an economic development strategy is discussed further in Recommendations D.1.a, D.1.b, and D.2.b.

B.2 Financing Strategies

Overview Financial resources are necessary to implement many of the recommended actions for Greenville and Canyon Dam. While many actions are programmatic, organizational, or regulatory in nature, for which staff and community capacity are primary considerations, other items such as housing construction, infrastructure improvements, and economic development programs will require considerable financial resources. The overall financing strategy should be to pursue, leverage, and combine multiple sources of potential capital. It is also acknowledged, however, that the task of seeking financing requires staff and possibly contract support and an upfront commitment of resources. Recommendations in this section of the Report are offered to address financial resources.

The overall financing strategy should be to pursue, leverage, and combine multiple sources of potential capital.

Financial resources can come from state and federal government grants as well as from private entities, including investments from non-profit/for-profit developers and contributions from non-government organizations (NGOs) such as philanthropic organizations, foundations, and private companies. The DFC, North Valley Community Foundation (NVCF), The Almanor Foundation (TAF), and several private companies are widely recognized for their pivotal roles in wildfire recovery efforts and funding for this essential work. Additionally, the PG&E settlements will inject investment and human capital into the community depending on each individual's decision to rebuild in Greenville and Canyon Dam.

The following recommendations are not intended to represent a set of comprehensive actions but highlight items for consideration. It is important to be flexible as funding or development opportunities can be fluid depending on economic conditions. Whereas a project or program may not be a high priority, it may be beneficial to pursue if financing is available and it is an important component of the vision for rebuilding the community. However, consider how shifting priorities could impact the implementation of other projects and the availability of staff.

Recommendations Financing Strategies

★B.2.a Develop a five-year financial plan with strategies to fund identified priority recovery programs and projects.

Enlist the DFC (or successor) or form a community/technical advisory committee to assist in preparing the financial plan or strategy in association with the County. Obtain a grants consultant, as necessary. The Maidu indigenous community should be integral in this process.

One objective of the five-year financial plan or strategy is to target funds that have the highest potential of being secured by the County or community for projects that can be implemented in the near term.

For public improvement projects, determine if they can be included and prioritized in the County's capital improvements program budget with projected funding and implementation dates.

Considerations for Applying for Project and Program Grants

- ***Scope out*** *the priority programs and projects and identify work plans, estimated costs, realistic timelines, and staffing requirements; engage the community to define and obtain buy-in on goals and priorities.*
- ***Reach out*** *to agencies and organizations to discuss grant programs or funding sources that could be a good match; create direct relationships with staff from these agencies and organizations.*
- ***Identify*** *matching fund requirements, if any, and eligible "in-kind" services; understand monitoring and reporting requirements, which can diminish the benefits if the potential grant amount is relatively small.*
- ***Understand*** *the grant criteria and submittal requirements for each grant program; allocate sufficient time for staff or consultant to prepare well-crafted competitive grant applications.*
- ***Explore*** *opportunities to partner with public, private, or community-based entities to combine and leverage resources and to strengthen a grant application.*

B.2.b Identify potential properties to acquire for land banking to preserve future development opportunities and minimize community fragmentation.

Once the PG&E settlements are determined, provide a support network of agency staff and community representatives to work with property owners to determine their rebuilding plans. Create a site inventory and monitor properties that may be available on the market. Establish a funding source for land acquisition assistance and reach out to organizations that may be interested in purchasing properties for future development. Explore private/public partnerships with developers, community land trusts, and community-based organizations. If funds are fronted by the County, assistance could be structured as grants or loans with loan repayments placed in a revolving fund. Consider assembling adjacent parcels to maximize development options if the opportunity arises. Additionally, prioritize acquiring sites that may be needed for public facilities and community programs. See Recommendation D.1.d for additional discussion of strategies to mitigate community fragmentation.

B.2.c Work with The Almanor Foundation (TAF) or a similar organization to finance and develop workforce housing and/or to establish community assistance programs.

TAF is already actively engaged in the community and has developed a multi-prong strategy to address workforce housing and other needs in the community, but a comparable organization could also implement these programs. In addition to acquiring a site to develop housing, program assistance could include managing a first-time homebuyer program, a housing rehabilitation program, a workforce development program, or coordinating other community benefits programs. Refer to the *Lake Almanor Basin Strategic Housing Plan* and *Housing Systems Map* (July 2023) for an outline of program options. TAF is an important community-based organization and, along with seeking private and NGO funding, could provide leveraging advantages to strengthen state and federal grant applications.

B.2.d Explore funding through the California Jobs First initiative, formerly the Community Economic Resilience Fund (CERF), in the North State region to support and promote economic recovery and revitalization in Greenville, Canyon Dam, and Indian Valley.

Funding for this program is in partnership with the following state agencies: Labor and Workforce Development Agency (LWDA), Employment Development Department (EDD), Governor's Office of Land Use and Climate Innovation (formerly the Governor's Office and Planning and Research (OPR), and the Governor's Office of Business and Economic Development (GO-Biz). The priority uses for California Jobs First (formerly CERF) would be identified by the County and community and would be informed by the market analysis and absorption study discussed in Recommendations B.1.a and B.1.b.

B.2.e Continue to seek funding opportunities from government and philanthropic sources, and regularly consult with these entities to determine the most applicable grant programs for achieving community goals.

The *Long-term Recovery Plan's Appendix, "Resource Matrix,"* provides a comprehensive list of potential financial assistance programs from government agencies that can be especially beneficial for implementing community building, housing, economic,

infrastructure, and resiliency/recovery goals for Greenville, Canyon Dam, and Indian Valley. While many state and federal grant programs are potentially available, allocation of funds is typically highly competitive. Appendix A identifies general program areas covered in the CPAT recommendations and correlates these program areas with potential government grant categories.

Additionally, Appendix A lists possible state and federal grant programs for each grant category. The list is not comprehensive; refer to the *Long-term Recovery Plan* and agency websites for more information. For California grant programs, a search tool is available at https://www.grants.ca.gov/. Another useful website for researching funding opportunities for transportation, infrastructure, parks, and affordable housing projects was recently launched by Civic Well, a non-profit organization that also offers technical and community building assistance: https://civicwell.org/service/direct-assistance/.

PRINCIPLE C Meet the Diverse Housing Needs of the Community

Housing is critical to the economic prosperity of Greenville, Canyon Dam, and the greater Indian Valley area.

The shortage of housing, particularly affordable workforce housing, has been recognized as a key challenge for Plumas County even before the Dixie Fire in 2021. As previously discussed in Section B.1 of this Report, residents in Greenville exhibited a lower area median household income (AMI) than the rest of Plumas County, and the County's AMI was significantly lower than the statewide average. The housing challenge became more severe after the fire. During the public outreach process conducted by the DFC, the urgency to tackle the housing deficiency was identified as a top priority. The *Lake Almanor Basin Housing Assessment* and subsequent *Strategic Housing Plan* (see references in Appendix B) suggest that the primary housing issues for Greenville, Canyon Dam, and Indian Valley pertain to housing affordability with insufficient housing choices for lower-income households such as the lack of affordable rental units.

Observations and recommendations for addressing housing have been grouped into two general categories:

C.1 Recommendations on Support for Existing and Returning Residents

C.2 Recommendations on Housing Opportunities for New Residents

C.1 Support for Existing and Returning Residents

Overview Prior to the Dixie Fire, the housing conditions and deficiencies in Plumas County were well-documented in various studies, and policies and programs for addressing the community's housing needs are articulated in the County's *2019–2024 Housing Element* of the General Plan. Following the Dixie Fire, several reports document the importance of rebuilding the homes that have been destroyed and continue to identify the need to expand the supply of affordable housing. These reports reinforce the community's consensus that housing is critical to the economic prosperity of Greenville, Canyon Dam, and Indian Valley.

The recommendations that are discussed below are based on the housing deficiencies findings cited in the referenced reports. These reports include comprehensive proposals to address the housing needs of the region. This Report highlights and supports key recommendations that could be prioritized for next-step action items. Priorities should address the "critical housing needs," as identified below. While these needs are County or region-wide, they provide a useful context for envisioning a future housing scenario for Greenville and Canyon Dam.

Critical Housing Needs

- Community preference for single-family detached homes
- Multi-family apartments or lower-cost duplex, triplex, and fourplex rental housing for the workforce
- Smaller units such as accessory dwelling units (ADUs) or "tiny homes" on a foundation for small households
- Affordable housing for lower-income cost-burdened households
- Rehabilitation of the existing housing stock (primarily single-family detached homes and RV/mobile home parks)
- Housing options for the aging population
- Housing options for the seasonal workforce
- Housing for displaced or unhoused population

It is uncertain at this time who will choose to rebuild, and who may choose to sell their property to an interested developer or a future new homeowner. There may be an interest to repurpose some properties zoned for multi-family housing to address the need for more rental housing, particularly smaller units per the findings of the housing reports. Additionally, an existing neighborhood with modest homes is located northwest of the Greenville Town Center that was largely spared from the Dixie Fire. These dwellings provide an existing supply of affordable workforce housing but could benefit from rehabilitation assistance to preserve and stabilize viable structures. Supportive social and workforce development programs may also be beneficial for existing residents.

The community is strongly interested in encouraging and supporting homeowners and local property owners to rebuild in Greenville and Canyon Dam. However, even with the PG&E settlements, the cost to construct housing is formidable for most homeowners. To facilitate this objective and ease the rebuilding process, the following recommendations are offered:

Recommendations

Support for Existing and Returning Residents

★ **C.1.a Explore housing options and financial assistance to increase the feasibility for homeowners to rebuild and maintain their homes.**

- Incentivize accessory dwelling units (ADUs) to provide affordable housing and supplemental income for homeowners; encourage and publicize model ADU plans and pre-approve additional design options.

- Support live/work units to facilitate the entrepreneurial and maker economy.
- Continue to assist homeowners in obtaining financial assistance through the ReCoverCA program formerly known as the Community Development Block Grant–Disaster Recovery (CDBG-DR) program and other programs administered by the California Department of Housing and Community Development (HCD).
- Participate in the Plumas County Housing Council and champion those initiatives.

★ **C.1.b Advocate for more affordable property insurance alternatives for homeowners.**

- Support the State Insurance Commissioner's office in advocating for regulations to lower affordable insurance rates for high wildland fire risk areas.
- Encourage property owners to educate themselves about the State's Safer from Wildfires program to assist in homeowners insurance policy rate reductions. Safer from Wildfires is a ground-up approach to wildfire resilience with three layers of protection—for the structure, the immediate surroundings, and the community.
- Encourage the establishment of new Firewise Communities[8] in the Indian Valley area.
- Assist property owners in exploring options for fire insurance, including the California FAIR Plan or more favorable solutions to meet insurance needs.

C.1.c Expand recovery education and support to property owners in the rebuilding process.

- Distribute and post resources, such as the *Dixie Fire Recovery Housing Guide*. Enlist community members to be liaisons with County staff on outreach and education.
- Offer in-person and virtual workshops to property owners that provide information on rebuilding, such as hiring a design/build firm versus a licensed architect or contractor, how to obtain a building permit, and what are the current building code requirements and firewise building, landscaping, and driveway design standards.
- Provide dedicated staff or contract support (e.g., a planning and building permit facilitator) to homeowners and contractors at the County's Permit Center (555 Main Street, Quincy) for zoning and building permit approvals. If the demand arises, explore staffing a temporary satellite office in Greenville (e.g., one day per week) during the height of the rebuilding period or season.

C.1.d Explore first-time homeownership opportunities by supporting financial assistance or incentives that can leverage the PG&E settlements that tenants receive.

- Encourage the Plumas County Community Development Commission to implement a first-time homebuyers program for tenants that were displaced by the Dixie Fire with assistance for lower-income households.
- Support Plumas County local government in establishing a CalHome Program to provide grants to local public agencies and nonprofit corporations for first-time homebuyer and housing rehabilitation assistance, homebuyer counseling, and technical assistance activities to enable low- and very low-income households to become or remain homeowners.

[8] For additional information on the Firewise Communities program, see "Definition of Terms" in **Chapter 1: Introduction** of this Report.

C.1.e Survey the housing conditions and the needs of residents in the existing neighborhood in northwest Greenville to identify programs for conserving and improving the habitability of the housing stock.

The residential neighborhood located northwest of Greenville Town Center between Wolf Creek and Setzer Road fortunately escaped the destruction caused by the Dixie Fire, although these residents were severely impacted economically and emotionally by the devastation of Indian Valley. The homes are primarily modest single-family dwellings and some are in severe need of rehabilitation. This housing stock provides essential affordable housing for the Indian Valley workforce. Rehabilitating and maintaining these homes as affordable housing could be more cost-effective than building new housing units.

Housing Survey

During the 7th cycle Housing Element update process, survey residents and structures to assess the feasibility of the following action items:

- ***Offer** housing rehabilitation grants or low interest deferred loans for emergency repairs and housing improvements (research available CDBG and state funds).*
- ***Identify** alternative housing in the County for residents interested in relocating.*
- ***Provide** public health, employment assistance, skills training, and community services to promote self-sufficiency.*
- ***Enforce** and abate substandard housing, particularly properties owned by absentee landlords.*
- ***Identify** street and utility improvements and measures to mitigate creek overflow and flooding during major storm events.*
- ***Seek** funding for resilience "home hardening" assistance for homeowners and landlords.*

C.2 Housing Opportunities for New Residents

Overview While there is strong support for residents to rebuild and maintain their presence in the community, inevitably, some homeowners and property owners will choose to not rebuild and will sell their properties. The opportunity exists to attract responsible developers to add to the vibrancy of the community and introduce a variety of housing types in Greenville and Canyon Dam to accommodate future residents.

Plan for the proper supply, affordability level, and types of housing units to support the employment base.

The market analysis discussed in Recommendation B.1.a of this Report will provide insights on the potential future employment base for the region and, correspondingly, the proper supply, affordability level, and types of housing units that will be beneficial or necessary to support the employment base. This analysis will allow for planning of sufficient housing units to promote a healthy jobs/housing balance in the region. Overbuilding housing relative to job creation can exacerbate economic conditions with many vacant or abandoned units while underbuilding housing can drive up the cost of both rental and ownership housing and create overcrowding due to the lack of supply. The following recommendations address future housing needs and opportunities.

Recommendations Housing Opportunities for New Residents

★C.2.a Plan for a healthy jobs/housing balance that correlates the projected employment base in Indian Valley Planning Area with the housing needs for Greenville and Canyon Dam.

- Establish an appropriate jobs/housing goal for the region to guide housing policy decisions and financing strategies. A jobs/housing ratio of 1.2 to 1.8 (i.e., 1.2 to 1.8 jobs for every housing unit) is a common objective although the appropriate ratio is influenced by average household composition and area-specific demographic and economic factors.
- With the significant change in the population and economy due to the Dixie Fire, a job/housing analysis predicated on the findings of the market analysis should be incorporated into the housing needs assessment for the 7th cycle Housing Element Update.

C.2.b While preparing the 7th cycle Plumas County General Plan Housing Element, conduct a sub-regional housing assessment of the Indian Valley Planning Area that evaluates the housing needs relative to the projected employment, household income, and population characteristics.

- Prepare the sub-regional housing assessment as part of the County-wide housing assessment for the 7th cycle *Housing Element Update* (June 30, 2024–June 30, 2029). A County-wide housing assessment is required by HCD as part of the *Housing Element Update*, which is a component of the *Plumas County General Plan*.



One-story courtyard–style multi-family construction, similar to these existing units in Greenville are typically more cost-effective than multi-level construction and provide access to outdoor space for families with children.

- Produce housing that will meet the needs of the projected workforce. Accommodate the housing needs of both year-round and seasonal employees where short-term leases are available.
- Prioritize locating housing near jobs to reduce the distance and time for commuting and to promote environmental sustainability. (For instance, new housing may be preferable in Chester and Quincy where the jobs are located.)
- Construct housing unit types that are in most demand or are in short supply in the region (e.g., smaller affordable ownership and rental housing units).
- Prioritize financial support and incentives for projects that meet the above objectives.

C.2.c Explore possible state and federal grants and partnerships with the private sector and non-profits to construct subsidized residential and workforce housing projects.

- Continue to confer with the Plumas County Community Development Commission, HCD, United States Department of Agriculture-Rural Communities (USDA-RC), and other government agencies on the availability of subsidized housing assistance.
- Explore potential partnerships with the private and non-profit sectors to spearhead workforce housing, including but not limited to The Almanor Foundation, a similar community-based housing organization, a community land trust, and non-profit housing developers.
- See Recommendations B.2.a to B.2.e for further discussion on financing strategies.

C.2.d Offer affordable housing options in Canyon Dam to meet the demographic needs of the workforce with emphasis on locating housing close to jobs.

The *Canyon Dam Summary Report* recognizes that the town historically provided lodging options for visitors and also provided essential housing for the seasonal workforce that supported the recreational activities at Lake Almanor and the previous lumber industry in the region. Canyon Dam will likely continue to be a more affordable option for rental housing than the nearby Lake Almanor communities which contain many competing short-term rental units. In implementing the Community Vision Plan (Recommendation E.2.d), speculative real estate development should be avoided. The amount and type of new housing units should be correlated with the future economic potential of the area and the location of existing and future jobs to promote a healthy jobs/housing balance.

Other considerations to support residents and visitors to create a more complete town:

- Promote convenient commercial uses and transportation services to support Canyon Dam residents and visitors.
- Continue to support initiatives by The Almanor Foundation or other organizations to build replacement workforce housing in Canyon Dam.
- Consider County Zoning Code amendments to expand workforce housing options in Canyon Dam.

PRINCIPLE D Achieve Forward-looking Community Design and Development of the Physical Environment

Principle D includes recommendations that address community design and development opportunities in Greenville and Canyon Dam. However, the historic setting, community character, and development potential differ between the two areas. Therefore, the Recommendations presented are described in two sections. Section D.1 contains specific recommendations for Greenville that encompasses the historic Town Center area as well as the larger Greenville community. Section D.2 contains recommendations for rebuilding the Canyon Dam community.

D.1 Recommendations on Greenville Community Design and Revitalization

D.2 Recommendations on Canyon Dam Community Design and Revitalization

D.1 Greenville Community Design and Revitalization

Overview *Design Vision*

The *Town Center Design Guidebook* provides a strong vision for rebuilding the historic commercial core of Greenville. However, community design and development issues affecting the success of the Greenville rebuilding effort extend beyond the historic Town Center area alone and a more comprehensive design vision is needed.

Issues affecting the success of the Greenville rebuilding effort extend beyond the historic Town Center area alone. A more comprehensive design vision is needed.

Prior to the Dixie Fire, Greenville's image was mixed. Around Main Street, the 19th-century structure of closely spaced historic commercial buildings, pedestrian-oriented street-fronting structures, multi-story buildings, and nearby historic residential neighborhoods gave the Town Center a strong, attractive image and unique sense-of-place.

But this unique historic image, while powerful, was only a part of Grenville's physcal character. A large portion of Greenville was, and remains, derived from developments that occurred since WW II, notably the Greenville High School and most of the commercial frontages along Crescent Street/State Route 89 south of Ayoob Circle. With widely spaced one-story utilitarian buildings separated by parking lots, this newer development pattern was shaped by, and dependent upon, the automobile. This area of Greenville does not have a unique sense-of-place, looking much like post-WW II development anywhere in California or around the nation.



Around Main Street, the 19th-century structure of closely spaced historic commercial buildings, pedestrian-oriented street-fronting structures, multi-story buildings, and nearby historic residential neighborhoods gave the Town Center a strong, attractive image and unique sense-of-place.

The Dixie Fire destroyed the historic 19th-century portion of Greenville that gave the town its unique physical image and sense-of-place. It is understandable that the community desires to replace that unique quality. The *Design Guidebook* is a strong effort to restore that image and sense-of-place. But that effort to build sense-of-place should be extended to the entire community, with a particular focus on the entirety of the State Route 89 corridor.

From a community design perspective, it is not necessary to recreate an entire 19th Century town. In the surrounding residential areas, this community design effort could be primarily focused on public streets and spaces, including street trees, lighting, and other modest improvements. But on the State Route 89 corridor, efforts should be made to create an attractive, unified, pedestrian-oriented place along the entire corridor as the *Design Guidebook* seeks to do in the historic core.

State Route 89 Corridor

The SR89 corridor is the public "front door" to the community.

While the goal is to improve the image and sense-of-place of the entire community, the highly visible Crescent Street/State Route 89 (SR89) corridor areas are of particular importance, along with the historic core along Main Street which is already included in the *Design Guidebook*. The SR89 corridor is the public "front door" to the community that thousands of visitors see as they pass through to major destinations to the north and south. The character of this high image corridor is key to the success of a potential improved tourism development strategy for the community. This corridor design philosophy also applies to Canyon Dam, as described in Section D.2 of this Report.

As Section B.1 of this Report describes, tourism is potentially one of Greenville's most important short-term economic opportunities. And the State Route 89 corridor through Greenville is potentially the most important location to capitalize on this opportunity. But the current image of the existing built environment does little to attract tourism dollars except for short stops for fuel and supplies.

The effort to recreate the historic Town Center area, as represented in the *Design Guidebook*, is a step in the right direction to attract tourism as well as create a sense-of-place for locals. But, for commercial development, limiting (or prioritizing) these efforts to the historic Town Center area misses a broader economic development opportunity. Beyond the "Four Corners" directly fronting State Route 89, it will likely be difficult to achieve commercial development on side streets such as Pine, Mill, and East and West Main streets, given natural competitive market forces that will favor State Route 89, as they have in the past.

Properties within the Town Center will be competing with properties in other areas along Crescent Street and State Route 89, extending as far to the south as Riley's Jerky and to Hillside Drive to the north, all of which are zoned commercial. All properties along this corridor will likely be preferred locations in the competitive market for new development, particularly for uses that can capture both the local and the visitor-services market. The Evergreen Market is a good existing example.

Physical Framework

The physical framework of a community contributes greatly to the sense of community that develops over time.

The physical framework of a community contributes greatly to the sense of community that develops over time. In Greenville, the tight-knit physical framework of walkable streets, easily accessible services, and nearby community institutions will help to foster a strong sense of community among residents. Generally, widely spaced, fragmented communities and neighborhoods make such strong community interactions difficult.

Since the Dixie Fire, the physical framework has been severely impacted. Over time, as the physical framework of the community rebuilds, the pre-wildfire sense of community might return naturally, without much guidance. But since it is unknown how much of the pre-fire population will return and rebuild, it is also unknown how the development pattern will emerge and at what pace. Based on experience in other disaster recovery areas, rebuilding may result in a widely spaced pattern of rebuilding, based on the decisions of individual property owners or new purchasers over a long period of time. The future character of Greenville may be one of scattered, newly

constructed buildings separated by vacant lots for many years to come. This is clearly not the intent envisioned by the community in the Town Center vision process.

Prioritize projects that build community rapidly and catalyze other community-building projects.

To restore this physical framework of community, a key community design consideration will be building sequence and timing. Rebuilding efforts will need to prioritize projects that build community rapidly and catalyze other community-building projects. THE SPOT is an excellent example of a temporary project that has stimulated a sense of community and has catalyzed activity around the Greenville Town Center area.

This does not mean there should be interference in the building decisions of private property owners. But proactive strategies can be directed toward strategically located projects that support a sustainable community structure at all stages of development, regardless of population size.

Rebuilding will entail new construction, as described in Recommendation D.1.b below. Evaluating the rehabilitation and reuse potential of existing facilities is a critically important early step in the rebuilding process, which may not have been given sufficient attention in the initial Town Center visioning process.

The following Recommendations consider important issues that extend beyond the Town Center but are integral to the implementation of the concepts and proposals in the *Design Guidebook*.

Recommendations Greenville Community Design and Revitalization

★D.1.a Improve the image of the State Route 89 corridor in Greenville to be consistent with the Town Center vision.



The recent streetscape improvements along Crescent Street/State Route 89 are important assets to build upon. Prioritize early development along this corridor to capitalize on these improvements.

Design and development emphasis should focus on the entire State Route 89 corridor through Greenville, to give the entire corridor a strong identity, rather than the few blocks along Main and Pine Streets. This effort should include:

- Capitalize on, and continue to improve, the streetscape investments along State Route 89 that have recently been completed by Caltrans and the Streetscape Design Committee. Continue to work with Caltrans to explore possible "context-sensitive" design solutions, such as traffic calming and additional pedestrian enhancements.
- Improve the character and identity of the existing, contemporary post-WWII development along the corridor consistent with the goals expressed by the community in the Town Center vision process.
- Identify incentives for property owners and private investors to achieve community design objectives and guidelines by renovating existing properties and when investing in new development.
- Advance the design ideas for the corridor illustrated in the *Design Guidebook*, such as gateway/entry signage elements at the north and south boundaries of the Town along the corridor.

- Prioritize infill development of vacant and underutilized properties, street-fronting parking lots, and remnant landscape areas to transform the corridor into an attractive pedestrian-friendly commercial area similar to the concepts described for Main Street in the *Design Guidebook*.
- Re-imagine the frontage of the PUSD School property to contribute to the overall vision for the corridor, as described in Recommendation B.1.c.

★ D.1.b Capitalize on and re-purpose existing assets before new construction.

Many buildings and facilities in Greenville, such as the High School, the Evergreen Market, the Dollar General store, the 127 Crescent Street office building and others were fortunately spared the devastation of the Dixie Fire. Several of these proved to be essential services and valuable assets as the community moved through the initial recovery period and began the rebuilding process.



The unbuilt frontage along State Route 89, was an underutilized strategic asset prior to the Dixie Fire. Prioritize the use/re-use of this asset for economic and community development purposes.

The community has several additional strategic physical assets that should be capitalized upon, including the unbuilt frontage land along the Crescent Street/State Route 89 corridor, the school buildings and grounds, and strategically located lands in County/public ownership. A comprehensive assessment should be undertaken and strategies for use/re-use of these assets should be a priority component of the community rebuilding effort. This focus on prioritizing re-use and re-purposing of existing physical assets before embarking on expensive new construction is an important component of the Economic Development Strategy described in Recommendation B.1.d.

D.1.c Expand the Town Center vision for Greenville to include the entire Greenville community.

Using the inputs from the Market Analysis, Needs Assessment, and Absorption Study (Recommendations B.1.a, B.1.b, and B.1.c), as well as community-defined goals from the Town Center vision process, expand the design vision to include all of Greenville, not just the historic Town Center area as described in the *Design Guidebook*. The area of this expanded community design vision should generally include all areas within the Town of Greenville boundary as illustrated in the "Planning Areas" map for Indian Valley in

the *2035 Plumas County General Plan* and described in the "Definitions" section of the Introduction in this Report. This overall community design vision should be a part of the Community Plan for Greenville described in Recommendation E.1.a.

D.1.d Develop a strategy to minimize community fragmentation in the rebuilding process.

The following actions are suggested for implementing this recommendation:

- Identify "catalyst" projects in strategic locations, not just in the Town Center area, that quickly create a sense-of-place and identity and will stimulate nearby projects.
- Identify incentives to encourage strategic private development such as fee and tax waivers, priority and streamlined development approvals, and direct public and institutional investments.



THE SPOT is an excellent example of a well-located project that has catalyzed activity around it.

- For properties in strategic locations that remain unbuilt over time, consider local land banking, assembly, and consolidation strategies through mechanisms such as a community land trust or other entity.
- Identify strategic locations appropriate to specific desired types of use as part of the Community Plan preparation process described in Recommendation E.1.a.
- Identify strategic locations appropriate to specific desired types of use as part of the Community Plan preparation process.
- Identify phasing and sequencing "barriers" and how those may be removed/altered to promote projects in strategic locations.
- Identify funding sources for design, construction, and maintenance of public realm improvements in strategic locations. See Recommendations B.2.c–B.2.e and Appendix A for a discussion of potential funding/financing sources and strategies. Examples of such projects include children and family-oriented facilities (such as ball fields and play areas) and facilities for community gatherings (public and private).

D.1.e Establish a community-wide program to undertake early-action projects immediately.

Rebuilding the communities of Greenville and Canyon Dam will be a long-term endeavor. In any major project, and particularly after a major disaster, it is not uncommon for a community to become disheartened, weary, and frustrated at the pace of rebuilding. An active program of micro-projects that can be built rapidly can help relieve this frustration and should be defined. Seek projects that don't require long-term planning to implement and can revitalize community volunteer organizations. Signs of continued positive progress, even if small, will help rebuild community pride. The intent is to add amenities that catch the eye, show activity and vibrancy, and provide active opportunities for individual involvement.

Strategies to consider for implementing early action projects include the following, of which several could be coordinated by the DFC (or successor) as described in Section A.1.



This student-created sign is an excellent example of a small, cost-effective, and easily produced "Early Action" project that shows community vitality and encourages participation by community members.

- Identify a part-time coordinator (volunteer or paid) to promote opportunities, assist participants with ideas, and overcome constraints. The importance of such improvements cannot be overstated. This effort is well worth the small amount of time required for local coordination.
- Focus projects in visible, strategic locations that can build pride and awareness, occur rapidly and create an instant sense-of-place.
- Use the *Design Guidebook* to guide design ideas, but don't be overly restrictive. Encourage creativity.
- Encourage and support individual volunteer efforts to build capacity and stake in the community. Greenville and Canyon Dam were both originally built through a series of individual, creative actions and that spirit should be stimulated.
- Maintenance is important. Do not proceed with projects that are overly burdensome. Ensure responsibility for maintenance by a property-owner, a volunteer organization, the DFC, or other local entity or individuals.
- Support results (however small) by an aggressive public relations and promotional effort. Celebrate accomplishments.
- Look for small projects that can be done by as few as one interested person as well as larger projects.
- Establish procedures that allow temporary projects to be ministerially approved by the County or the IVCSD. Streamline any required discretionary approvals.

Potential Early-Action Projects

- ***Renovate*** *the Little League fields and other relatively easy-to-achieve active facilities for families and children.*
- ***Utilize*** *the sports fields at the PUSD property.*
- ***Identify*** *one or more strategic locations for community gardens, which can be either permanent or temporary, depending on property ownership. Locate in the center of the community, rather than the periphery to infill fragmentation gaps and create vitality and provide a public amenity.*
- ***Install*** *a community kiosk or electronic messaging board for announcements.*



Renovation of the existing Little League fields should be a high priority. These facilities are an existing family-friendly asset that plays an outsized role in rebuilding a sense of community.

- ***Add*** *small beautification projects in the recently completed streetscape zone along Crescent Street and State Route 89 such as banners on the light poles, planting pots, and seating.*
- ***Encourage*** *attractive "Coming Soon"/"We are Rebuilding" signs and murals.*

- ***Encourage/assist*** *commercial/institutional (non-residential) projects to improve the appearance of their "front door" along public streets, beyond paving. This could include in-ground plantings or in pots, special signage, and banners. Public agencies (such as the Post Office, the IVCSD, the County and others with built facilities) can lead these efforts on highly visible public locations.*
- ***Grow*** *THE SPOT with enhanced and increased space for additional pop-up businesses and amenities and expanded with more food truck beverage/eateries and retail. As an important gathering place for the community, consider ways to grow it organically with a low-cost physical design expression that fits the desires of the community as expressed in the Design Guidebook.*



THE SPOT is an example of an early-action project that quickly created a sense-of-place for all members of the community, including families.

- ***Promote*** *and encourage block parties and small celebrations (successes, achievements, community building, new businesses).*

D.2 Canyon Dam Community Design and Revitalization

Overview

The Canyon Dam community is situated at the boundary of both Indian Valley and the Almanor Basin Planning Areas and so can potentially capture the economic potential of both sub-regions. Many of the recommendations included under Principles A, B, and C of this Report will also apply to this Section D.2 for revitalizing and transforming Canyon Dam. Findings from the Market Analysis and Absorption Study (Recommendations B.1.a and B.1.b) can provide insights on the role of Canyon Dam within the economic setting of Indian Valley as well as the Lake Almanor regions.

While the devastation of the community has substantially erased its previous identity, this situation also offers a prime opportunity for property owners to envision and explore new opportunities and directions for the area. The following community design recommendations are specific to Canyon Dam and are important implementation elements to incorporate into the Community Vision Plan for Canyon Dam that is later discussed in Recommendation E.2.d.

Recommendations **Canyon Dam Community Design and Revitalization**

★ **D.2.a Prepare a Reforestation/Beautification Concept and Action Plan, with emphasis on firewise design principles, to help guide property owners and public agencies in reforestation projects.**

Perhaps the most compelling visual feature of Canyon Dam before the fire was the large scale of the forest canopy over the community.

The goal is to reestablish the forest according to sustainable firewise principles. The initial actions are to remove and harvest the dead trees and stabilize and recondition the soil as needed. Strategic replanting of this forest can change the negative image left by the fire relatively quickly. A tree planting reforestation program is a priority action for Canyon Dam. The Feather River Resource Conservation District's Plumas

Emergency Forest Restoration Team (EFoRT) and the Dixie Fire Canopy Project are examples of replanting programs that are restoring the forest in the areas affected by the Dixie Fire.

★D.2.b Improve the image, identity and sense-of-place of Canyon Dam by preparing a Design Strategy for the State Route 89 corridor.

To reinforce the recreational emphasis and "gateway to Lake Almanor" principle, improving the image and character of the State Route 89 corridor is recommended as a high priority.



Improving the image of Canyon Dam for visitors is an important part of economic development of the community. The image can be greatly improved if the "front door" of individual rebuilding projects is enhanced beyond simply constructing a new building and parking. The post office can take the lead in this effort by improving its frontage with modest landscape and pedestrian amenities.

- State Route 89 right-of-way enhancements, including entry signage, lighting, landscaping and pedestrian improvements, in both the southbound and northbound direction, will help define the community to passing visitors as well as improve conditions for the local community.
- Encourage and assist all individual new developments, whether commercial, institutional, or residential, to improve the appearance of their "front door" along State Route 89, beyond simply providing paving. This could include plantings in-ground or in pots, special signage, flags, banners, a simple bench, local sculptural elements, or other small gestures. Public agencies (such as the post office) should show leadership in this effort.

An opportunity exists for property owners to envision and explore new opportunities and directions for the area.

- Prepare a simple Design Strategy to guide and assist property owners who front on State Route 89 as they improve their properties. This could be informal in appearance, introducing strong elements of the forest, or more formal in nature, depending on the "look and feel" desired by the community and as expressed in the *Dixie Fire Recovery Phase 1a* of the community planning process.
- Work closely with Caltrans to explore grant funds and design and implement right-of-way improvements consistent with the Design Strategy. The design objective is to visually alert visitors driving north on SR 89 that they are entering the town that marks the southerly gateway into the Lake Almanor recreational area, which could include a gateway feature. Traffic calming measures to slow down traffic through Canyon Dam would also be highly beneficial to explore for identity and safety objectives.

D.2.c Explore with CAL FIRE, the California Department of Natural Resources, and others on the potential for grant funds to prepare the Reforestation/Beautification Concept Plan and launch the reforestation program.

The success of the reforestation program requires dedicated funding for tree clearance and replanting as well as ongoing resources for forest management. Creating a funding strategy and implementation framework are critical first steps that could involve forming a partnership consisting of public agencies, landowners, and non-profit entities to coordinate the program.

PRINCIPLE E Conduct Community-based Planning and Streamline Regulations

Principle E includes recommendations that address the community planning and regulatory framework for Greenville and Canyon Dam. However, as noted for Principle D, the historic setting, community character, and development potential differ between the two areas, which raise different land use, zoning, and design considerations. Therefore, the recommendations are presented in two sections. Section E.1 contains specific recommendations for Greenville that encompasses the Town Center area as well as the larger Greenville community. Section E.2 contains specific recommendations for rebuilding the Canyon Dam community and recreational economy.

E.1 Recommendations on Greenville Planning, Zoning, and Development Approval

E.2 Recommendations on Canyon Dam Planning, Zoning, and Development Approval

E.1 Greenville Planning, Zoning, and Development Approval

Overview

The County's community planning approach can have a critical role in how Greenville and its Town Center will redevelop in the short- and long-term. It is a primary way to reflect the community's vision and create opportunities. At the same time, Community Planning can promote desired development and function to avoid development at odds with the community's vision. In addition, the County's community planning efforts can promote the objectives of the *Long-term Recovery Plan* vision, values, and projects.

The following presents a set of community planning, zoning and development Recommendations.

Recommendations Greenville Planning, Zoning, and Development Approval

★ **E.1.a Prepare a Community Plan for Greenville and its Town Center reflecting the community's design vision, community input regarding desired uses (e.g., housing, commercial, cultural, recreational, educational, and civic), and information regarding demand for retail, services, and other relevant considerations.**

The *Greenville Town Center Design Guidebook*, based on robust involvement of members of the community, provides extensive and thoughtful guidelines for physical design.

Community planning can promote desired development and avoid development at odds with the community's vision.

Important as this is, there is also a critical need for the community's views on desired uses, the scale and variety of development, the nature of supporting infrastructure and public facilities, and related issues. Greenville would be well served by developing a Community Plan that addresses all of these topics, informed by a market-based assessment of community needs and desired uses as described in Recommendations B.1.a–B.1.c. This Community Plan will provide a sound basis for economic development activities, infrastructure development, the development of community facilities, and potential revisions to the County Zoning Code, appropriate to the community's desired design and development goals.

This community planning process would benefit from the community design and development Recommendations described under Principle D of this chapter. Among these are the role of the State Route 89 Corridor and expanding the Town Center vision to include the entire community.

Community Plan Preparation Process

The County and community will need to configure a process that is locally based and efficient, fully engages the community and its evident commitment to identifying and implementing its vision for Greenville, and involves the private sector in meaningful ways.

An important consideration is defining the primary responsibility for putting the Community Plan together. Would it be County staff from a committee appointed by the County specifically for this purpose, or one or more existing entities, such as the Dixie Fire Collaborative (or successor), the Indian Valley Community Services District, or others?

Regarding funding, seek external sources for this effort. Greenville presents an important case study for other communities throughout California and beyond and funders are likely to recognize this.

While the Community Plan is being developed, other aspects of community building and desired individual projects would be expected to continue.

Possible Contents of the Community Plan

- *Community design*
- *Economic development*
- *Land Use*
- *Housing*
- *Transportation*
- *Infrastructure and public services*
- *Recreation and open space*
- *Community health*
- *Maidu indigenous culture*
- *Wildfire and other resilience concerns*
- *Others as determined by the community and County staff*

★ **E.1.b Evaluate the County's Zoning Code to identify any provisions that could impede implementing the Community Plan for Greenville and its Town Center and amend the Zoning Code as appropriate.**

This identification could be "bottom up," reflecting the community's visioning experience, the community's experience with rebuilding, input from potential developers, and code enforcement issues, for example. As a related step, ensure that the County's regulations reflect any applicable recent state laws intended to promote housing opportunities. Additionally, consider if the County's project review process can be streamlined to reduce the time required to issue zoning and other approvals.

E.1.c Consider the future of Greenville and the Greenville Town Center within the context of the entire range of the County's *2035 General Plan* and *Plumas County Wildfires Long-term Recovery Plan 2021* policy directions.

Plumas County's General Plan provides an important resource for consideration of the redevelopment of Greenville and the Greenville Town Center. The County's General Plan, adopted in 2013, is a rich policy document across both the required General Plan elements and several optional elements including the Economic Element, Public Health and Safety Element, Agriculture and Forestry Element, and the Water Resources Element. This is an important and valuable resource in contemplating the future for Greenville and its Town Center. Build on existing General Plan policies or suggest new or supplemental policies. Address topics such as public health, resilience, the natural environment, economic development, and cultural heritage to promote the vision for Plumas County, Greenville, and the Greenville Town Center.

The *Plumas County Wildfires Long-term Recovery Plan 2021* also includes community-driven visions, values, and recovery projects, and likewise provides important considerations for redeveloping Greenville and the Greenville Town Center.

E.1.d Consider if and where it may be appropriate to adopt more flexible zoning regulations; determine whether, in various settings, an advisory rather than a regulatory approach would be more effective.

Regarding flexibility, an example is those cities and counties that include in their zoning regulations provisions that allow for granting relief from specified requirements (e.g., development dimensions or parking standards) when it is in the interest of the community and will not have any adverse effects on surrounding uses. The County may want to consider adding such provisions to its Zoning Code as it deems appropriate and in the spirit of its planning efforts for Greenville and its Town Center.

The County might also determine, in various settings, whether an advisory or guidelines approach would be most effective or, conversely, whether a mandatory or regulatory approach would be more in line with visions and goals for that setting. There should be clear distinctions between mandatory regulations and advisory guidelines.

E.1.e Consider the potential for Plumas County's planning efforts and implementation measures to continue to reduce wildfire risk and promote greater community resilience.

Plumas County has been very active in reducing wildfire risks and improving resiliency. The lessons learned during the wildfire recovery period, including development of the *Long-term Recovery Plan*, join the advanced work of communities throughout the United States. Plumas County is uniquely positioned to continue to evaluate and potentially incorporate additional approaches. This would have the added benefit of expanding the body of knowledge and experience in prevention, emergency preparedness, and recovery.

E.2 Canyon Dam Planning, Zoning, and Development Approval



Canyon Dam, circa 1940s

Overview

As stated in Section D.2 for Canyon Dam, many of the recommendations included under Principles A-D of this Report will also apply to this Section E.2 and the recovery and rebuilding efforts in Canyon Dam. Findings from the Market Analysis and Absorption Study (Recommendations B.1.a and B.1.b) can provide insights on the role of Canyon Dam within the economic setting of Indian Valley as well as the Lake Almanor region. Creating a land use, housing, and community design framework are also important next steps for envisioning the future of Canyon Dam, which would inform decisions on potential zoning and financing options for implementation of the framework.

The *Canyon Dam Summary Report* identifies three "founding principles" expressed by the community for the rebuilding of Canyon Dam:

- Seasonally focused community, with emphasis on recreation and housing (both short- and long-term),
- Individualistic (Site Specific) response compared to community (Town Planning) mindset, and
- Small mountain town that serves as "the gateway to Lake Almanor."[9]

The following recommendations support these principles but also suggest further examining these concepts through a continuing community-based dialogue.

Recommendations

Canyon Dam Planning, Zoning, and Development Approval

★E.2.a Create an advisory working group to continue the visioning process for Canyon Dam and to promote a community-based planning and governance framework.

As described in the *Canyon Dam Summary Report*, several property owners own a substantial portion of the land within Canyon Dam and are important community stakeholders. Their future plans for their property, whether to reestablish the mobile home/RV parks, consider alternative land uses, or eventually sell their property, are important considerations that will shape the future direction of Canyon Dam.

[9] LMNOP, *"Canyon Dam Summary Report,"* p. 1–3, November 1, 2023.

It is important to respect the interests of the property owners while also continuing the larger public dialogue to develop a community vision for Canyon Dam. The advisory working group would include the property owners but could include other participants representing community-based organizations (e.g., The Almanor Foundation and/or the Dixie Fire Collaborative or successor group), public agency representatives (e.g., Plumas County, IVCSD, CAL FIRE, and/or HCD), and other interested parties or stakeholders. In addition to creating a community vision, the advisory working group could provide guidance on future actions to implement the vision.

Respect the interests of property owners while continuing the public dialogue to develop a community vision for Canyon Dam.

★E.2.b Consider amendments to the County's Zoning Code to increase the opportunity and flexibility to introduce residential and commercial mixed-use development into Canyon Dam.

The outcome of the recommended Market Analysis and Absorption Study (Recommendations B.1.a and B.1.b) and the community visioning process would inform the future land use framework for Canyon Dam. An appropriate action item would be to amend the Plumas County Zoning Code, as deemed necessary, to further advance the economic potential and community vision. Identify zoning regulations or approval processes that could unintentionally impede the community vision and desired land uses.

*The following **suggestions** are predicated on adjusting the existing zoning to facilitate and accommodate a wider range of allowable land uses in Canyon Dam, which would be beneficial to respond to potential market interest. As previously discussed, however, priority for public financing of new workforce housing should be aligned with the location of projected employment to reduce long-distance commuting.*

- *In the Recreation Commercial Zone ("R–C"), consider a zoning overlay district or designate an area with more permissive zoning for a variety of residential uses and housing types in Canyon Dam. The zoning overlay district would pertain only to Canyon Dam, thereby not affecting "R–C" zoned parcels in other areas of the County.*
- *With the community's interest in considering workforce housing to serve the employment base in Lake Almanor and Indian Valley, reduce the constraints to residential uses in the "R–C" Zone to respond to realistic market opportunities.*
- *Allow for manufactured or modular housing that is not regulated as mobile home parks under the purview of HCD.*
- *Consider other housing options that are subject to local approval only (i.e., not regulated by HCD), such as micro-units, tiny homes, or attached housing for the year-round and seasonal workforce.*

E.2.c Promote economic development in Canyon Dam to support recreational facilities and activities in the Lake Almanor Basin (e.g., hunting, fishing, hiking, cycling, cross-country skiing, and lake-related activities).

As part of the regional Market Analysis and Absorption Study, the recreational potential for Indian Valley should be evaluated. The *Lake Almanor Basin Housing Assessment* and subsequent *Strategic Housing Plan* are also informative for understanding the potential role of Canyon Dam in the regional economic setting.

These analyses provide insights on the development possibilities for Canyon Dam as a recreational hub and a viable location for workforce housing. Promoting a hub for

recreational activities would potentially benefit local residents by enhancing their options for recreation, economic development, and employment, in the form of bike, camping, and fishing shops and associated activities (e.g., shuttles, rental equipment, events).

To support the recreational hub, there might also be a variety of food services (permanent and pop-up) and lodging opportunities (private campgrounds, RV parks, short-term rentals, and hotels/motels). It might be complemented by various regional initiatives, such as the Connected Communities' Lost Sierra Trail and Lake Almanor Trail systems.

E.2.d Create a Community Vision Plan that defines guiding land use policies and development priorities for Canyon Dam and respects the collective and individual goals of property owners and residents.

Before the Dixie Fire, Canyon Dam was primarily a seasonal community that provided a base for visitors to enjoy the recreational and open spaces amenities in the Lake Almanor Basin and as a housing base for the seasonal workforce. Emphasis was on mobile home parks and recreational vehicle (RV) parks. Supplemental commercial services were provided to serve this seasonal population.

Through the suggested visioning process, a core decision for the advisory working group (Recommendation E.2.a) would be to determine if the historic purpose and function of the community should guide the recovery and rebuilding of Canyon Dam, or if Canyon Dam should be envisioned as a more complete rural community with a higher presence of year-round residents and a broader range of commercial services and retail uses. The feasibility of both directions will be informed by the Market Analysis and Absorption Study described in Recommendations B.1.a and B.1.b.

However, it is recognized that seasonal recreation will continue to be the primary economic driver shaping the future of Canyon Dam. Additionally, rebuilding in this fire-prone area requires responsible firewise planning and design.

4

Greenville Town Center Development Sequence and Action Plan

Overview While the previous chapters discuss community planning issues related to Indian Valley, Greenville, and Canyon Dam as a whole, this chapter focuses specifically on implementation of the Greenville Town Center as described in the *Design Guidebook*. It is not structured as a set of planning recommendations, but rather offers a step-by-step project development sequence for the Greenville Town Center development project.

A step-by-step project development sequence for Greenville Town Center development project.



Like most development projects, rebuilding the Greenville Town Center will require a partnership between the private sector and the public sector, each with specific roles necessary to achieve a successful outcome.

On the private side, the Town Center project will be focused primarily on development of private properties and, in some cases, the construction of public improvements (portions of streets, sidewalks, parks and plazas) to serve private site development activities. Private building will likely be conducted by one (or a combination of) the following four types of project developers:

1. Individual business or property owner as builder/developer for their own use
2. Individual "build-to-suit" projects by an existing business or property owner in partnership with a builder/developer
3. Single property buy-outs and speculative development by a builder/developer(s)
4. Multi-property buy-outs by a master developer who may "build-to-suit" for individuals or develop multiple speculative buildings and create a whole, unified development

Generally, with all the developer scenarios, development of the Greenville Town Center will depend on the strength of the local economy and real estate market. Understanding the size of the future population, demand for goods and services, and the amount of space needed, is critical for determining the feasibility of development in the Town Center, particularly the ability to obtain financing for a project. Input from a Market Analysis and Absorption Study is a recommended first step for implementing the Greenville Town Center vision (see Section B.1 of this Report).

On the public side, building the Town Center involves providing community planning guidance and development entitlements and constructing portions of the public realm of streets, sidewalks, parks, recreation facilities and backbone infrastructure to support private development. Public improvements are less dependent on a market analysis as they are typically financed by other means. But public fiscal policy should be guided by an analysis of the future public facilities needs of the population. A Facilities Needs Assessment is an equally critical next step for implementing the Greenville Town Center vision (see Section B.1 of this Report).

With these general considerations in mind, the following is a generalized step-by-step development sequence to implement the Town Center vision as described in the *Design Guidebook*. The discussion is organized according to the following two general categories:

1 **Town Center Private Development Sequence**

2 **Town Center Public Improvement Considerations**

Town Center Private Development Sequence

Accelerate construction through a "fast-track" building permit review and approval process where possible.

The development sequence with 15 actions discussed below is described in a typical, linear fashion. However, due to the unique wildfire recovery needs of Greenville, it would be desirable to accelerate development projects as quickly as possible. Therefore, project developers and public agencies should work closely together to streamline activities and approvals and run steps concurrently wherever and whenever possible.

A possible approach for accelerating the construction of a project is through a "fast-track" building permit review and approval process, where some construction can begin, such as the building foundation, while the full design is being completed. It allows for portions of a project to be in design and under construction concurrently. However, the feasibility of this facilitated process depends on the type of construction and associated County code and California Building Code requirements.

Action 1 Assess Market Conditions

It is highly unlikely that the Greenville Town Center buildings illustrated in the *Design Guidebook* can be built all at once. Therefore, as a starting point, review the findings of the Market Analysis and Absorption Study (Recommendations B.1.a and B.1.b) for input to determine the appropriate type, scale and phasing of development. The results of the Market Study may indicate the need for a modification in the Greenville Town Center development project design, scale, and scope as currently envisioned.

If a project is desired before the Market Analysis is completed, project sponsors should conduct their own market assessment to define an appropriate project scale, particularly if outside financing will be required.

Action 2 Define the Project

More clearly define the scope, scale, and uses envisioned in the Greenville Town Center development project, based on development objectives illustrated in the *Design Guidebook* and the market assessment. This includes more information on proposed land and building uses, anticipated building typologies (number of stories, construction type), gross square footage by use, preliminary phasing (square footage by use) and necessary supporting public improvements.

Action 3 Conduct a Preliminary Feasibility Analysis

Assess the feasibility of the Greenville Town Center development project as defined, considering a range of development factors, including:

- Potential for market and financial success based on the findings of the Market Analysis, Absorption Study, and Facilities Needs Assessment. Consider the realities of the competitive market for built space, notably properties along the Crescent Street/State Route 89 corridor where greater interest to develop may potentially exist, depending on timing and the use envisioned, because of their visible location.
- Regulatory (zoning), environmental, transportation, infrastructure, and funding needs and constraints.
- General "order-of-magnitude" pro-forma budget analysis using generalized "rule-of-thumb" cost and revenue estimates.

Action 4 Modify the Project Based on Feasibility Study Findings

Modify the specific elements of the Greenville Town Center development project, as needed, to conform to the realities of the development market and other constraints as identified in the Preliminary Feasibility Analysis.

Action 5 Prepare Development Phasing Strategy

The Greenville Town Center development project will likely require phasing for market absorption, financial feasibility, or other reasons. Identify a project development Phasing Strategy based on the findings of the Absorption Study and other factors.

Key features of the Phasing Strategy include:

- Immediate Phase 1 development area(s) and future phases of building development.
- Anticipated timing for public improvements, infrastructure and other support facilities over time.

Phasing considerations may include development that:

- Provides essential services that will meet immediate needs.
- "Catalyst projects" that will stimulate other development, including future phases.
- Creates an immediate and vibrant sense-of-place.

- Creates a place that feels complete and whole, even if future phases do not come to pass.
- Begins on Ann Street/Crescent Street/State Route 89 to capture pass-through visitor traffic (depending on use).
- Effectively leverages public uses and investments (e.g., County/State/Federal) for additional funding opportunities.

Action 6 Update Preliminary Pro-forma Analysis

Update the preliminary pro-forma analysis with greater detail to conform to the modified plan and phasing strategy. Focus particularly on Phase 1, to confirm financial feasibility prior to proceeding with more lengthy and costly next stages.

Action 7 Identify Regulatory Requirements/Begin Entitlements Process

Coordinate with public agencies such as Plumas County, the IVCSD and other special districts, and Caltrans, to identify regulatory requirements and begin the process to obtain development entitlements. It should be noted that if a Community Plan for Greenville is completed (Recommendation E.1.a), development projects in the Plan area can anticipate a streamlined planning/zoning approval process. Of course, near-term development projects should not stop or be slowed while the Greenville Community Plan is being completed. Projects that proceed before completion of the Community Plan will be entitled under current regulatory conditions.

Action 8 Prepare Detailed Phase 1 Development Plans and Program

The Phase 1 documents should include schematic-level architectural and engineering documents, for building(s), site-improvements, and associated public street and infrastructure needs, suitable for detailed cost analysis and planning approvals. If a fast-track process is desired, it is appropriate at this stage that a construction contractor be brought on to the team.

Action 9 Update Project/Phase 1 Feasibility Analysis

The Phase 1 feasibility analysis will confirm the Greenville Town Center development project is suitable to seek private and/or public funding. The updated feasibility analysis will include the following:

- Detailed Phase 1 project cost estimates
- Phase 1 development pro-forma
- Value engineering, if needed, to create a feasible project

Action 10 Obtain Final Project Entitlements, Regulatory Amendments and Construction Permits

If the updated Feasibility Analysis concludes that Phase 1 is feasible, the Greenville Town Center development project will be shovel-ready when all project entitlements and building permits are in hand.

Action 11 Finalize Funding/Financing Commitments

Throughout the Greenville Town Center development project feasibility and design process, commitments for construction and long-term financing should be sought from a variety of conventional sources. Funding commitments can be finalized once the shovel-ready project is defined. If the project cannot be funded through conventional sources, "gap" funding may be available from a variety of sources, depending on the type of project. See Section B.2 and Appendix A of this Report for a more complete discussion and listing of potential funding opportunities.

Action 12 Commence Early Action Projects

Depending on financial capacity, small-scale, early-action projects may be desirable to create enthusiasm and awareness of the project during the project planning phase or to begin site infrastructure improvements before full entitlements are in place. Depending on the type of development, these projects may include examples described in Recommendation D.1.e of this Report, or projects identified during the design process for Town Center development phases. Early action projects could also be part of public realm projects described in the *Design Guidebook* and discussed later in this chapter.

Action 13 Finalize Construction Documents for Phase 1 Development

Once Greenville Town Center development project financing commitments are in hand, preparation of construction documents will define all the details and specifications necessary to construct the Phase 1 project, update estimates of probable construction cost, negotiate a construction contract, and obtain final building permits. If an accelerated fast-track process is being utilized, construction document packages can be prepared based on the sequence of construction.

Action 14 Obtain Necessary Building Permits

If an accelerated fast-track process can be utilized, building permits can be issued for construction in sequence with the preparation of construction document packages.

Action 15 Commence Phase 1 Construction

Phase 1 construction mobilization can begin as soon as the contractor is brought on to the team (as early as Action 8 of this development sequence). Under a fast-track process, construction can also begin under the first building permit (before the entire Greenville Town Center development project has received permits) and proceed in sequence as subsequent construction documents are being prepared and reviewed.

Town Center Public Improvement Considerations

Concurrent with the private building development process, the following are selected actions to advance key public realm improvements in the Greenville Town Center illustrated in the *Design Guidebook*. Most of these improvements would typically be undertaken by the public sector. However, depending on the project, portions of some improvements, such as sidewalk, public amenities, and frontage improvements, may be included as part of private development projects.

Gateway Elements

- Consider a design competition or a Request For Proposals (RFP) to create a branding program and to design and construct gateway elements.
- Coordinate with Caltrans on design constraints for placing elements within the State Route 89 right-of-way.

Streetscape Improvements

- Discussion with County Public Works, Engineering, Planning, and Building departments on issues, including:
  - —Design standards (e.g., durability, snow removal)
  - —Historic/decorative streetlights vs. standard streetlights
  - —Maintenance and replacement responsibility, funding (e.g., community/business association)
  - —Easement or right-of-way dedication needs
  - —Location of utilities
  - —ADA requirements
  - —Availability of County funds
- Discussion with Caltrans on potential State Route 89 improvements, such as:
  - —Explore feasibility of decorative pedestrian lighting in Town Center core.
  - —Expand pedestrian/bicycle zone/parking to improve pedestrian and bicycle safety.
  - —Street transition—explore traffic calming options (e.g., stop signs, traffic circle at Four Corners, road diet) for the roadway section through Greenville.
  - —Understand Caltrans' *Main Street, California: A Guide for People-Centered State Highway Main Streets*, and design exception procedures and approval criteria.
  - —Identify potentially eligible State transportation and community enhancement grant programs.

Public Arts Program

- Identify possible funding from private developers/foundations, community fund, County allocation, and others.
- Discuss the concept of Town Center history displays with the Plumas County Museum and Greenville Cy Hall Memorial Museum for possible topics and available resources for such historical displays.
- Involve and support the emerging maker economy in creating public art for the Town Center.

Parking Strategy

- Support creating shared parking lots around the perimeter of the Town Center to reduce individual on-site parking and maximize Town Center space for building, pedestrian, and outdoor gathering spaces.
- Identify potential sites for acquisition and reservation through land banking.
- Ownership and maintenance—discuss private or public options (if public, consider business association, County, or combination of both).

Wolf Creek Community Park and Amphitheatre Park

Just as the feasibility of private development in the Town Center will be dependent upon the strength of the local economy and real estate market, the type, scale, and demand for parks should be based on likely future population needs as indicated in the Public Facilities Needs Assessment recommended in Section B.1 of this Report. This is important if funding is sought, which is highly competitive given the park deficiencies in many communities. Funding from public agencies, private foundations, or other sources typically goes to communities based on state and federal park standards, local plans and policies, defined projects, and demonstrated population needs. As a first step in the implementation process, the Parks and Recreation Needs Assessment should be conducted as discussed in Recommendation B.1.c to determine how the Wolf Creek Community Park and the Amphitheatre Park fit within the needs of the community.

Other design and implementation considerations:

- Continue to develop Town Center community park and trails open space conceptual plans and potential grant funding sources (see Appendix A for possible state and federal funding resources).
- Consider the proposed Wolf Creek Community Park as a community branding opportunity.
- Prioritize establishing pedestrian connections to the Greenville Town Center and the regional trail system.
- Incorporate interpretative displays to highlight:
  —Maidu indigenous community
  —Natural environment and creek community history—lumber, ranching, and agricultural economy (within Town Center also)

Multi-use Path Concept

- Further evaluate the feasibility, costs, alternatives designs, and priority locations for a dedicated pedestrian/bicycle pathway to enhance user safety (highest benefit could be along State Route 89), and identify possible funding sources (see Appendix A).

Design of the Public Realm

- Distinguish the difference between the Four Corners/Main Street area from the State Route 89/Crescent Street corridor and consider if there is a desire for additional form-based code/development standards to define the design of the public realm (e.g., pedestrian zones and commercial storefronts) to complement the *Design Guidebook*.
- Consider an incentive program that offers funds or reimbursements to developers and/or property owners that build projects implementing the *Design Guidebook* public realm concepts.
- Evaluate the *Design Guidebook* design guidelines through the mood board's architectural elements (e.g., building forms, colors, and materials) for aspirational design themes.

5

Conclusion

The tragedy of the 2021 Dixie Fire presents the opportunity for the communities of the Indian Valley to re-emerge stronger economically, socially, and environmentally than they were in the decades prior to the wildfire.



Indian Valley

Honoring History, Embracing the Natural Setting, Shaping the Future

The 2021 Dixie Fire resulted in a tragic loss of homes, businesses, and community in the Indian Valley region, destroying much of the communities of Greenville, Canyon Dam and others. The wildfire also burned thousands of acres of forest and wildlife habitat in Plumas and adjacent counties.

Nature has an extraordinary capacity to renew itself after such events, resulting in a healthier, more productive, diverse and beautiful landscape. The results of that extraordinary renewal are already evident in the mountains and forests surrounding Indian Valley and its communities. A dynamic, beautiful new forest and valley landscape is emerging.

Like the surrounding landscape, the tragedy of the 2021 Dixie Fire presents the opportunity for the communities of the Indian Valley to renew and re-emerge stronger; economically, socially, and environmentally, than they were in the decades prior to the wildfire.

The five Guiding Principles contained in this Report provide a broad conceptual framework to meet these future opportunities:

- Continuing to **strengthen local governance and community capacity** will unify the community to undertake the rebuilding tasks and provide a framework to give citizens an effective voice in future decision-making.
- Attaining **economic sustainability** that is tailored to the actual needs of the local population, regardless of whether that population is large or small, will assure a community that is resilient during changing economic cycles and can thrive long into the future.
- Meeting the **diverse housing needs** of the community will ensure that a range of housing types will be available for all socio-economic segments of the local population and supports the employment base.
- Achieving **forward-looking community design and development** that respects the past and protects the health and beauty of nature, while also embracing new ideas in building, will allow the community to create an attractive and comfortable place to live and respond to new and evolving opportunities long into the future.
- Conducting **community-based planning** will help the community clearly identify, and reach consensus on, future goals to be achieved and provide a roadmap for future decision-making that all can support.

Using these Principles as a guide, combined with the supporting implementation Recommendations outlined in this Report and the proven strength and resilience of the community, will provide the essential ingredients for healthy, attractive, and sustainable communities that will flourish in harmony with the remarkable renewed landscape of the Indian Valley region.

Appendix A

Potential State and Federal Funding Resources

The following Tables describe a targeted listing of potential state and federal government funding resources that may be available for wildfire recovery and rebuilding efforts. Tables A-1 and A-2 are organized according to several grant categories (i.e., Economic Development, Housing, Technical Assistance, Resilience and Recovery, Tribal Communities, Infrastructure, Transportation, and Parks and Recreation), and are not intended to represent a complete list.

Plumas County funding could also assist with implementing community programs and projects, if available. It should be noted that the tables do not include non-governmental organizations (NGOs) and other philanthropic sources that can provide essential financial support as well as matching funds for government grant programs, if required.

Examples of grant program areas that may benefit recovery and rebuilding efforts in Greenville and Canyon Dam include:

- Community Capacity Building
- Business Support and Development, Tourism
- Workforce Development
- Housing Construction and Rehabilitation
- Public Facilities and Infrastructure
- Community Recreation Facilities
- Community Resiliency and Recovery
- Transportation Improvements (State Route 89/Crescent Street)

Table A-1: Federal Funding Resources

Federal Grant Programs	*Economic Development*	*Housing*	*Technical Assistance*	*Resilience and Recovery*	*Tribal Communities*	*Infrastructure*	*Transportation*	*Parks and Recreation*
Economic Development Administration (EDA) —Economic Adjustment Assistance (EAA) —Public Works and Economic Adjustment Assistance (PWEAA)	✔		✔	✔	✔	✔	✔	
U.S. Dept. of Agriculture—Rural Communities (USDA-RC) —Rural Business Development Grants (RBDG) —Rural Partners Network (RPN) —Rural Communities Development Initiative (RCDI)	✔	✔	✔		✔			
Single-Family Housing Repair Loan and Grants Program —Powering Affordable Clean Energy (PACE) —Community Facilities Direct Loan and Grant Broadband Technical Assistance and Grants		✔		✔		✔		
National Endowment for the Humanities (NEH) —Our Town Cultural and Community Resilience Program	✔			✔	✔			
U.S. Department of Housing and Urban Development (HUD) —CDBG —CDBG-RC Rural Capacity Building (RCB)		✔	✔		✔	✔		
Department of Transportation —Federal Lands Access Program (FLAP) —Federal Lands Transportation Program (FLTP)			✔				✔	
Federal Emergency Management Agency (FEMA) —Public Assistance (via Cal OES) —Building Resilient Infrastructure and Communities (BRIC) —Hazard Mitigation Grant Program (HMGP)			✔	✔	✔	✔	✔	
U.S. Forest Service (USFS) —Community Wildfire Defense Grant (CWDG)				✔				
U.S. Department of Energy (DOE) —Clean Energy to Communities (C2C)				✔				
National Park Service —Historic Preservation Fund (HPF) —Rivers, Trails, and Conservation Assistance (RTCA)					✔			✔

Table A-2: State Funding Resources

State Grant Programs	*Economic Development*	*Housing*	*Technical Assistance*	*Resilience and Recovery*	*Tribal Communities*	*Infrastructure*	*Transportation*	*Parks and Recreation*
Governor's Office of Land Use and Climate Innovation (formerly OPR) with Cal OES and CAL FIRE —California Wildfire Mitigation Program (CWMP)		✔		✔				
Strategic Growth Council (SGC) —Transformative Climate Communities (TCC) —Affordable Housing and Sustainable Communities (AHSC) —Community Resilience Centers (CRC) —Tribal Capacity Building Pilot Program	✔	✔	✔	✔	✔	✔		
Labor and Workforce Development Agency (LWDA), Employment Development Department (EDD), Governor's Office of Land Use and Climate Innovation, and the Governor's Office of Business and Economic Development (GO-Biz) —California Jobs First (formerly Community Economic Resilience Fund (CERF)	✔			✔	✔			
Sierra Nevada Conservancy (SNC) —Vibrant Recreation and Tourism —Wildfire Recovery and Forest Resilience Direct Grants —Resilient Communities (RC)	✔			✔				✔
CAL FIRE —Business and Workforce Development Grants —California Climate Investments (CCI) —Wildfire Prevention Grants	✔			✔				
Dept. of Housing and Community Development (HCD) —HOME American Rescue Plan (HOME-ARP) —Emergency Solutions Grant Program (ESG) —CalHome Program —Manufactured Housing Opportunity and Rehabilitation Program (MORE) —HOMEKEY Tribal NOFA		✔			✔			
California Climate and Energy Collaborative —Technical Assistance			✔					
Caltrans —Sustainable Transportation Planning Grant Program —State Transportation Improvement Program (STIP) —Active Transportation Program (ATP) —Local Assistance Program				✔			✔	
Pacific Gas & Electric (PG&E) —Resiliency Hubs Grant Program —Community Microgrid Enablement Program (CMEP)				✔		✔		
California Energy Commission (CEC) —Electric Program Investment Charge (EPIC) Program —Clean Transportation Program				✔		✔	✔	
Infrastructure State Revolving Fund (ISRF)						✔		✔
Wildlife Conservation Board (WCB) —General Grants								✔

Appendix B

References

1 *After Great Disasters*, Laurie Johnson and Robert Olshansky, published by Lincoln Institute of Land Policy, 2017.

2 *Almanor Basin Housing Systems Map*, LMNOP Design + Build / SERA, July 7, 2023.

3 *Canyon Dam Summary Report: Town Center Planning Report*, LMNOP Design + Build, November 1, 2023.

4 *Dixie Fire Impact Report: How Donations and Grants are Shaping Recovery in Plumas County*, North Valley Community Foundation, September 2022.

5 *Dixie Fire Recovery Planning Process: Phase 0 Summary Report*, LMNOP Design + Build/SERA, May 13, 2022.

6 *Dixie Fire Recovery Planning Process: Phase 1a Summary Report*, LMNOP Design + Build/SERA, November 2022.

7 *Greenville Town Center Design Guidebook*, SERA/LMNOP Design + Build, November 1, 2023.

8 *Informational Handout: Joint Discussion of the Plumas County Board of Supervisors and Dixie Fire Collaborative*, Special Meeting of the Plumas County Board of Supervisors, April 25, 2023.

9 *Lake Almanor Basin Housing Assessment* (Draft), ECO Northwest, March 2023.

10 *Lake Almanor Basin Strategic Housing Plan: Summary Report*, LMNOP Design + Build, July 7, 2023.

11 *Plumas County 2035 General Plan,* adopted December 17, 2023.

12 *Plumas County Long-term Wildfire Recovery Plan Process and Recovery Support Function Working Groups*, Community Meeting PowerPoint Presentation by Plumas County Planning Department in collaboration with the Dixie Fire Collaborative, December 17, 2022.

13 *Plumas County Wildfires Long-term Recovery Plan 2021*, FEMA in collaboration with Plumas County Planning Department (Draft), August 2023.

14 *Plumas County Wildfires Long-term Recovery Plan 2021: Summary Report of the February/March 2023 Community Meetings & Survey Data Results*, Plumas County Planning Department in collaboration with the Dixie Fire Collaborative, April 22, 2023.

15 *Plumas County Wildfires Long-term Recovery Plan 2021: Summary Report of the April 2023 Community Meetings & Post-Meeting Input Data Results*, Plumas County Planning Department in collaboration with the Dixie Fire Collaborative, June 17, 2023.

16 *Plumas County Code of Ordinances, Title 9 Planning and Zoning, Chapter 2 Zoning.*

17 *Sierra Economic Development District: Comprehensive Economic Development Strategy 2023–2027*, Sierra Business Council, June 2024.

18 *Sisters 2040 Comprehensive Plan*, City of Sisters, Oregon, Adopted September 22, 2021.

19 *Summer Internship Summary Report*, LMNOP Design + Build, November 2023.

20 *Total Population Projections, California Counties 2020–2060* (Report P-2A Baseline 2019 Population Projections), California Department of Finance, Demographic Research Unit, Sacramento, California, July 2023.

Appendix C

Meetings, Interviews, Presentations, and Community Events Attended

- Tracey Ferguson, AICP, Plumas County Planning Director. Multiple on-site work sessions and video telephone conferences, including multiple coordination calls after CPAT site visit to prepare this Report.
- John Russell, Recovery Planner, FEMA. Multiple on-site work sessions and video and telephone conferences.
- Tyler Pew, Founding Principal, LMNOP Design + Build, Town Center Design Team Project Director. Multiple on-site work sessions and video/telephone conferences.
- Sue Weber, Executive Director (former), Dixie Fire Collaborative, August 17, 19, 2023.
- Adam Cox, General Manager, Indian Valley Community Services District, Greenville, California. Video, August 17, 2023.
- Greenville Town Center and Canyon Dam Student Intern Design Team. Group meetings, August 15, 16, 2023.
- Susan Bryner, Executive Director, The Almanor Foundation, Canyon Dam. On-site meeting, August 16, 2023.
- Kristin York, Vice President, Sierra Business Council. Phone interview, August 7, 2023.
- John Mannle, PE, Plumas County Public Works Director (former). Meeting at County office, August 18, 2023.
- Dixie Fire Collaborative, Community Plenary Meetings on June 17, 2023 (video); August 19, 2023 (live); October 21, 2023 (video); November 18, 2023 (video); December 16, 2023 (video); January 20, 2024 (video).
- Greenville Town Center and Canyon Dam Student Intern Design Team. Presentation of Town Center Design Concepts to Indian Valley Ranch Community, August 17, 2023.
- Greenville Town Center and Canyon Dam Student Intern Design Team. Daily Presentations of Town Center Design Concepts, August 15–18, 2023.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**TIME CERTAIN 1:00pm Receive a presentation from High Sierra Music - 25 years of HSM Festival in 2025.**

Recommendation:
Receive a presentation from High Sierra Music - 25 years of HSM Festival in 2025.

Background and Discussion:
Receive a presentation from High Sierra Music - 25 years of HSM Festival in 2025.

Action:

Receive a presentation from High Sierra Music - 25 years of HSM Festival in 2025.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:
None

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Frank's Garage for automotive repair, maintenance, and inspection; effective April 1, 2025; not to exceed $15,000.00; as approved in recommended FY24/25 budget 2012052 (Facilities) 520902 (Vehicle Maintenance); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Frank's Garage for automotive repair, maintenance, and inspection; effective April 1, 2025; not to exceed $15,000.00; as approved in recommended FY24/25 budget 2012052 (Facilities) 520902 (Vehicle Maintenance); approved as to form by County Counsel.

Background and Discussion:
Frank's Garage has been providing automotive repair, maintenance, and inspection services for this department for many years.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Frank's Garage for automotive repair, maintenance, and inspection; effective April 1, 2025; not to exceed $15,000.00; as approved in recommended FY24/25 budget 2012052 (Facilities) 520902 (Vehicle Maintenance); approved as to form by County Counsel.

Fiscal Impact:

General Fund impact: this is an as-needed contract and will only be used if repairs, maintenance, and inspections are necessary.

Attachments:
1. Frank's Garage LLC contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as "County"), and **Frank's Garage LLC,** a California Limited Liability Company, (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Fifteen Thousand** and 00/100 **Dollars** ($15,000.00).

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. In particular, Contractor represents that it holds a current and active license as an **Automotive Repair Dealer issued by the State of California, No. 299181**.

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:

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

Contractor:

Frank's Garage
270 Crescent St.
Quincy CA 95971
Attention: Contract Manager

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:

Frank's Garage LLC, a CA company:

By:_____
Name: Bryan Strecker
Title: Managing Member
Date signed:

By:_____
Name: Joy Strecker
Title: Managing Member
Date signed:

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Board of Supervisors, Chair
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. Contractor shall provide automotive services on an 'as-needed' basis upon request by Facility Services.

2. Services contemplated by the parties include, but are not limited to, the following:

    a. Inspection
    b. Repair
    c. Maintenance

3. Approved written estimate required prior to commencing work.

EXHIBIT B

Compensation

1. Unless otherwise specified in writing, Contractor shall be paid:

    - $120/hr for labor

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

3. Upon completion of any service requested by the County pursuant to this Agreement, Contractor shall provide monthly a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.

4. The County shall not have any responsibility to make payments to any subcontractor or supplier.

5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Board Chair to sign 3-year lease agreement between County of Plumas and the Sierra Nevada Conservancy for office space at the Permit Center effective February 28, 2025. General Fund revenue; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Board Chair to sign 3-year lease agreement between County of Plumas and the Sierra Nevada Conservancy for office space at the Permit Center effective February 28, 2025.

Background and Discussion:

The Sierra Nevada Conservancy (SNC) wishes to renew their lease for approximately 156 square feet of office space located on 1st floor of the Permit Center. The SNC is a CA 'state agency that leads efforts to restore and enhance the extraordinary natural resources and communities of the Sierra-Cascade region, while protecting them from wildfire and climate change.' This is a 3-year lease beginning March 1, 2025 and ending February 29, 2028. Monthly lease payments are currently $403.84 ($4,846.08 annually). Monthly payments increase 2.5% each year on July 1st.

Action:

Approve and authorize Board Chair to sign 3-year lease agreement between County of Plumas and the Sierra Nevada Conservancy for office space at the Permit Center effective February 28, 2025. General Fund revenue; approved as to form by County Counsel.

Fiscal Impact:

This lease agreement creates $4,846.08 in revenue annually, increasing 2.5% on July 1st every year.

Attachments:

1. Sierra Nevada Conservancy lease

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

DELEGATED SHORT FORM LEASE

LEASE COVERING PREMISES LOCATED AT 555 Main St Quincy, CA 95971
LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO. 94-6000528
TENANT AGENCY Sierra Nevada Conservancy

File No.: 6753001
Project No.: 14864

Preamble

THIS LEASE, made and entered into this 4th day of March 2025 by and between County of Plumas, hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Deputy Executive Officer of the Sierra Nevada Conservancy, hereinafter called the State.

WITNESSETH

Description

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Quincy, County of Plumas, State of California, and more particularly described as follows:

Approximately 156 square feet of finished office space on Lessor's parcel, within the office building commonly referred to as the Permit Center and hereinafter referred to as "Building". The office space is located on the first floor of the building as outlined in red on the attached EXHIBIT "A" - MAP OF PREMISES, together with specifications marked EXHIBIT "B" – PROJECT #14864– DELEGATED SHORT FORM SPECIFICATIONS, hereby being incorporated into this lease, and including nonexclusive unobstructed parking spaces for two automobiles contiguous to the subject building, and unlimited use of the building's common facilities. The State shall have access to and use of the leased premises 24 hours per day, seven days per week with no exceptions.

Term

2. The term of this lease shall commence on March 1, 2025, and shall end on February 29, 2028, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this lease at any time effective on or after February 28, 2027, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

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Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term. The monthly rental amount shall increase each July by an amount equal to two-and-a-half percent (2.5%) of the previous monthly rental amount as follows:

FOUR HUNDRED THREE DOLLARS AND 84/100 ($403.84)
From March 1, 2025, through June 30, 2025.

FOUR HUNDRED THIRTEEN DOLLARS AND 94/100 ($413.94)
From July 1, 2025, through June 30, 2026.

FOUR HUNDRED TWENTY-FOUR DOLLARS AND 29/100 ($424.29)
From July 1, 2026, through June 30, 2027.

FOUR HUNDRED THIRTY-FOUR DOLLARS AND 90/100 ($434.90)
From July 1, 2027, through February 29, 2028, and thereafter.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; or 3) by personal service and addressed as follows:

To the Lessor at: Facilities Services
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Director of Facilities
Phone: (530) 283-6299

and to State at: Amy Lussier
Deputy Executive Officer
Sierra Nevada Conservancy
11521 Blocker Dr., Suite 205
Auburn, CA 95603
Phone: (530) 945-9596

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Plumas

and mailed to: 198 Andy's Way
Quincy, CA 95971

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to , the leased premises will be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet titled, "EXHIBIT "A" – MAP OF PREMISES" and in accordance with Exhibit "B", consisting of three (3) pages, titled "EXHIBIT "B" – PROJECT #14864 – DELEGATED SHORT FORM SPECIFICATIONS" which Exhibits "A" and "B" are by this reference incorporated herein.

Services, Utilities, and Supplies

7. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services and utilities:

A. Janitorial services, including but not limited to, regular cleaning and disinfection of office areas and restrooms, toilet supplies and waste disposal.

B. All utilities except telephone and internet.

Repair and Maintenance

8. During the lease term, the Lessor shall maintain the leased premises together with appurtenances, rights, privileges and easements belonging or appertaining thereto, in good repair and tenantable condition, except in the case of damage arising from the negligence of State's agents, invitees or employees.

Quiet Possession

9. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

10. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Prior Notice

11. Except in emergency situations, the Lessor shall give not less than 24-hour prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

Destruction

12. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in the case of total destruction of the leased premises, immediately terminate. In case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.

Subrogation Waived

13. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

Fair Employment Practices

14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation

15. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SB) and we encourage the Lessor to utilize DVBE and Certified SB to fulfill its lease obligation under this lease.

Holding Over

16. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Construction-Related Accessibility Standard Compliancy Act

18. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

Executive Order N-6-22 – Russia Sanctions

19. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine 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.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA
SIERRA NEVADA CONSERVANCY

By _____

AMY LUSSIER
Deputy Executive Officer

Date:_____

COUNTY OF PLUMAS

By _____

KEVIN GOSS
Chair, Plumas County Board of Supervisors

Date:_____

ATTEST:

By:

_____
Allen Hiskey, Clerk of the Board

Approved as to form:

Craig Settlemire
Counsel

EXHIBIT "A" - MAP OF PREMISES

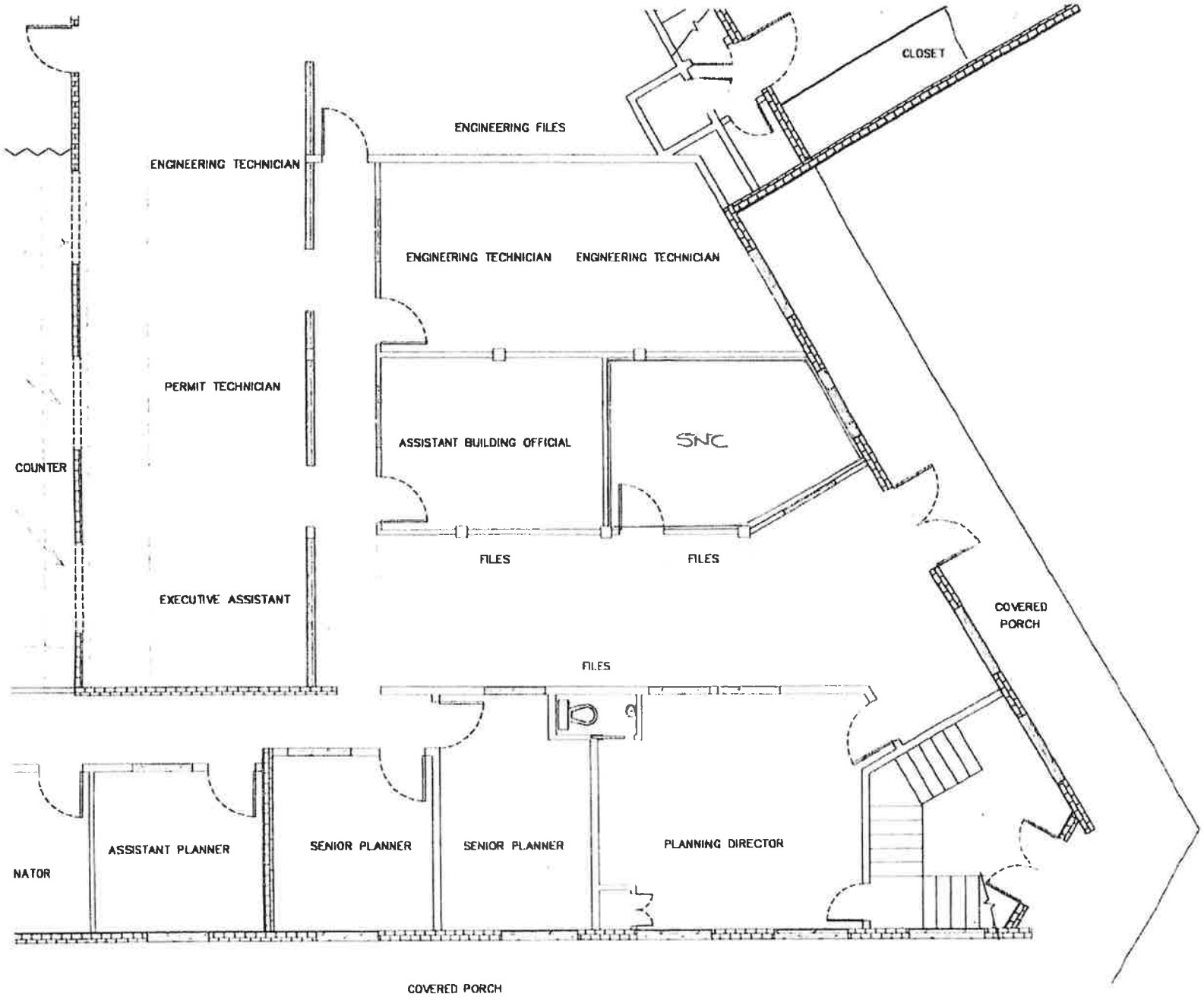


EXHIBIT "B" DELEGATED SHORT FORM SPECIFICATIONS

PROJECT: Quincy Lease

PROJECT NO. 14864

AGENCY: Sierra Nevada Conservancy

DATE: March 2025

LOCATION: 555 Main St, Quincy, CA 95971

DIVISION 1 -- GENERAL REQUIREMENTS

01.01 GENERAL INFORMATION

A See Division 2, SPECIAL PROVISIONS if attached, that may delete or amend other portions of this specification. The special provisions may indicate material locations, specialty details, finish and material selections, unique characteristics of this project, etc.

B The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities complete and ready for occupancy and in accordance with design plans designated Exhibit "A", and with these Exhibit "B" Short Form Specifications.

C The State's intent is to achieve adequate standards of quality and yet avoid unnecessary alterations so that in all cases where an existing feature meets requirements specified herein, Lessor's obligation is only to maintain that feature as it exists.

D In case of conflict between Exhibit "A" and these Exhibit "B" specifications, the Exhibit "A" shall supersede.

E Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Sierra Nevada Conservancy." Any deviation from the Exhibits "A" and "B" of the lease shall require approval from the Sierra Nevada Conservancy.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

A These Exhibit "B" Short Form Specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.

B Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by code, as applied by responsible officials.

C Construction shall be in accordance with current California Building Standards Code (CBSC), current local zoning laws, local building codes and ordinances, and each authority having jurisdiction. Lessor shall prepare and submit State approved construction documents to the local city or county building authority and obtain a building permit.

D All State leased spaces, both new and lease renewals, shall comply with all current building statutes, codes, ordinances, regulations, and policies of the State Architect. The requirements of CCR Title 24, California Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA) Title II, and Uniform Federal Accessibility

Standards (UFAS), must be included in the planning of these quarters. All construction work shall be planned to comply with the above mentioned standards. When code requirements conflict with one another, the most stringent code requirement will take precedence.

Should the State elect not to require accessibility compliance fully or extend the time frame for compliance as defined in the lease exhibits, it does not relieve the lessor of the responsibility to comply with the above requirements. The State will not supersede the requirements imposed by any enforcing agencies. This note applies to the site improvements including but not limited to path of travel from/to public transportation and public rights-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, stairs, entrances and exits, lobbies, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access, etc.

E The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:

1. 1998 Edition or subsequent editions of the California Building Code or,
2. 1976 Edition or subsequent editions of the Uniform Building Code and the building does not have any one of the enumerated characteristics or conditions listed below:
   a. Unreinforced masonry elements, whether load-bearing or not, not including brick veneer
      i. Precast, prestressed, or post-tensioned structural or architectural elements, except piles
      ii. Flexible diaphragm (e.g., plywood) shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition
      iii. Apparent additions, alterations, or repairs to the structural system made without a building permit
      iv. Constructed on a site with a slope with one or more stories partially below grade (taken as 50% or less) for a portion of their exterior
      v. Soft or weak story, including wood frame structures with cripple walls, or if construction is over first-story parking
      vi. Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete
      vii. Repairs following an earthquake
      viii. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of FEMA 352 indicate an investigation of beam-column connections is warranted
      ix. Visible signs of distress or deterioration of structural or non-structural systems, e.g.; excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.
3. Certification of the above requirements must be provided by an independent, licensed structural engineer at the Lessor's expense.

F Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), Title 19 CCR and Title 24, as appropriate and shall meet the requirements of the State Fire Marshal's regulations.

Lessor shall also be responsible for all costs relative to said compliance including any preliminary plan review as deemed necessary by the State.

G Lessor shall certify premises to be free of hazard from asbestos or lead containing materials. If a hazard is discovered in either case, lessor must follow abatement/mitigation procedures to be defined by the State.

H Lessor hereby guarantees that premises shall be ready for occupancy, are tenantable, and that mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service for the term of this lease.

I Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass,

J The selected contractor shall have a current and valid contractor's license issued by the State of California.

K The Lessor shall coordinate with the Department of Industrial Relations, as covered in Labor Code 1720.2 et seq., to investigate whether the project falls under the requirements of prevailing wage as related to construction labor.

L Lessor's contractor shall provide all submittals, details per Exhibits and as requested by the State for approval. Shop drawings of all millwork, cabinetry and special items shall be submitted to the State for approval prior to fabrication.

M Energy Conservation – One of the Lessor's prime considerations in the development of quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such space along with usefulness, environmental quality, and aesthetic effect.

N Lessor shall:

- patch, replace and finish in kind all adjacent surfaces or features displaced, damaged, or exposed in performance of alteration work, such as, but not limited to, acoustical tile, base, floor covering, paint, etc. Upon completion of the work, there shall be no discrepancy between the new and the existing work. Where existing surfaces are painted under this paragraph, paint shall extend to the nearest natural break.
- paint or finish all new work, except factory finished items, minimum two coats to match existing adjacent surfaces.
- alter, relocate, or replace existing blinds or drapes and hardware as required to suit new, relocated, or demolished partitioning.
- perform demolition and alteration work to mechanical, electrical, and communication systems as shown and/or otherwise required for new facility layout. Furnish and install new components as required for complete and fully operational systems.

O At project completion, lessor shall provide Certificate of Occupancy and other pertinent documents to the State.

DIVISION 2 – SPECIAL PROVISIONS

The following Special Provisions supplement requirements specified in Division 1 and supersede requirements, which are in conflict; see Planner for direction on discrepancies and conflicts:

There are no Special Provisions

M E M O R A N D U M

Date: April 1, 2025

File No.: 6753001
Project No.: 14864
Agency: Sierra Nevada Conservancy

To: SCO Claim Audits, Lease Unit IMS: B-8
Office of the State Controller
3301 C Street
Sacramento, CA 95816

From: **Sierra Nevada Conservancy**
11521 Blocker Drive, Suite 205
Auburn, CA 95603

Subject: **OCCUPANCY NOTICE**

The established effective occupancy on new or renewed leased facilities in accordance with a Delegated Short Form Lease dated March 1, 2025, for 156 net usable square feet located at 555 Main St, in the City of Quincy, California. The beginning monthly rental payments shall be scheduled and paid as follows:

Effective Date of Occupancy.... March 1, 2025
Free Rent (if applicable).....
Rent is Payable Effective..... March 1, 2025
Pro Rata Rent for..... $
Monthly Rent ..... $ 403.84
Lessor's Name..... County of Plumas
Rental Warrants Payable to..... County of Plumas

Amy Lussier
Deputy Executive Officer
(530) 945-9596

Cc: Program
CFS Accounting
DGS/AMB/RELPS/Central Leasing Unit

DELEGATED SPI DATA SHEET

File #: 6753001
Project #: 14864
Agency: Sierra Nevada Conservancy
City: Quincy
Address: 555 Main Street

What Types Of Use Are Covered By This Lease?

Wole Numbers Only/Percentages Must Equal 100%:

☒ Office	156 Sq. ft.	Percentage Of Total Rent	100 %
☐ Warehouse	_____ Sq. ft.	Percentage Of Total Rent	_____ %
☐ Lab	_____ Sq. ft.	Percentage Of Total Rent	_____ %
☐ Other (_____)	_____ Sq. ft.	Percentage Of Total Rent	_____ %
☐ Total Parking Spaces State pays for: _____		Percentage Of Total Rent	_____ %

☐ No. of existing eV Charging connections: _____
☐ No. of State installed eV Charging connections: _____
☐ Is Public allowed to use eV stations: _____

Information For Building This Use Occupies

Building name (if applicable) _____

_____ Total building square footage. Year structure built: _____
_____ Total number of floors in building.
_____ % Load factor for building.

(4000) Is this lease for the entire building? ☐ Yes ☒ No

Do The Requirements of G.C. 19134 (over 50,000 s.f. and sole tenant) apply? ☐ Yes ☐ No

General Condition Of This Space/Building

☐ New ☒ Good ☐ Fair ☐ Poor

(1000) **Essential Functions** (Must stay online the first 72 hours of an emergency) ☒ Yes ☐ No

(1010) **Necessary Functions** (Must provide services to the public within 7 to 10 days after an emergency) ☒ Yes ☐ No

(1900) **What types of Public Transportation are Available Within 1/4 Mile?**

☒ Bus Stop ☐ Train Station ☐ Light Rail ☐ Other _____

(2000) **Building Management (if different than paragraph 5)**

Property Management Company Name _____
Address _____
Phone Number _____ FAX _____

(2500) **List Serial Numbers And Dimensions Of Any Modular Units (Trailers)**

Serial Numbers:	Dimensions: Length:	Width:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Energy Star / Retro-Commissioning

(3700) ☐ Yes; Score _____
(3750) ☐ No; Why? _____
(4100) ☐ Building was Retro Commissioned
(4300 - 4350) Smart Location Index _____

(3760) ☐ No; Building under 5000 sf
(4150) ☒ Building was not Retro Commissioned
Smart Location Calculator

Completed by: Julia Hart **Date:** March 3, 2025

DEPARTMENT LETTERHEAD

Termination letter SAMPLE

Current Date

Lease No.:
Agency:

Certified Mail/Return Receipt Requested

Lessor Name
Address

Dear Lessor:

Under lease dated XXXXX, the State hires from (Name of Lessor) certain premises located at XXXXXXXX, in the City of XXXXXX, County of XXXXX, State of California, for lease term ending XXXXXX, at a current monthly rental of $XXXXXX.

Pursuant to the terms of said lease, the State hereby terminates said lease effective 11:59 p.m., XXXXXXXXX.

Sincerely,

STATE OF CALIFORNIA

DEPARTMENT OF XXXXXXXXXXXXX
FACILITY MANAGEMENT BRANCH

APPROVED:

BY:_____ BY:_____

TWO DEPARTMENTAL SIGNATURES
PROVIDE PHONE NUMBER FOR AT LEAST ONE SIGNATURE

:

cc: SCO Claim Audits, Lease Unit
SPIweb@dgs.ca.gov , DGS, Statewide Property Inventory
Brian.hensley@dgs.ca.gov , DGS, Real Estate Leasing and Planning Section

DEPARTMENT LETTERHEAD

Vacated letter SAMPLE

CURRENT DATE **Lease File No.:**

To: SCO Claim Audits, Lease Unit IMS: B-8
Office of the State Controller
3301 C Street
Sacramento, CA 95816

From: **Department of Name**
FACILITY MANAGEMENT Branch
ADDRESS, Sacramento, CA 95811

Subject: **VACATING OF (ADDRESS OF LEASED PREMISES)**

Under lease dated XXXXXX, the State hired certain premises located at ENTER ADDRESS AND SUITE NUMBER in the City of XXXXXX, County of XXXXXX, State of California, for a period ending ENTER LEASE EXPIRATION DATE, at a monthly rental of $CURRENT RENTAL AMOUNT.

Pursuant to the terms of said lease, the state hereby vacated said leasehold effective 11:59 p.m., Monday, September 21, 2020. (This vacated letter should be sent immediately after actual move-out)

Sincerely,

STATE OF CALIFORNIA

DEPARTMENT OF ENTER NAME
FACILITY MANAGEMENT BRANCH

BY:_____
AUTHORIZED NAME
PROVIDE A PHONE NUMBER

cc: Lessor
SPIweb@dgs.ca.gov , DGS, Statewide Property Inventory
Brian.Hensley@dgs.ca.gov , DGS, Real Estate Leasing and Planning Section

PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jennifer Langston, Chief Code Enforcement Officer**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Adcock Family Heritage, LLC for the Vehicle Abatement Services Towing Contract; effective March 1, 2025, through February 28, 2026; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Adcock Family Heritage, LLC for the Vehicle Abatement Services Towing Contract; effective March 1, 2025, through February 28, 2026;

Background and Discussion:
Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas

Action:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Adcock Family Heritage, LLC for the Vehicle Abatement Services Towing Contract; effective March 1, 2025, through February 28, 2026;

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:
1. Adcock Family Heritage LLC towing contract

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1st day of March 2025, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Adcock Family Heritage, LLC, (hereinafter referred to as "Contractor").
The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars ($10,000.00).

3. Term. The term of this agreement shall be from March 1, 2025, through February 28, 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 agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.

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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.

c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars ($500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.

d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - $50,000, Class B - $150,000 and Class C or above - $200,000 each loss.

e. 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.

f. 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.

g. 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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Michael Coelho (Building Services Director)

Contractor:

Adcock Family Heritage LLC
15803 Highway 89
P.O. Box 124
Crescent Mills, CA 95934

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:

Adcock Family Heritage LLC

By: Anita L Adcock
Name: Anita L. Adcock
Title: Managing Member
Date signed:

COUNTY:

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

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

ATTEST

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

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530)284-6231, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE INDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."

B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROTERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at $500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to the Vehicle Dismantler Service Contract Holder (currently Axles Boneyard) at 318 Highway 89, Greenville, CA for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrap-yard or automobile dismantler's an additional towing fee will not be paid.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely

drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

1) Case Number Assigned by County's Code Enforcement.

2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.

3) Name or employee number of tow truck driver who performed the abatement.

4) Name, address and phone number of person, if available, whose vehicle was towed.

5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.

6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.

7) Location to which the vehicle was towed.

8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on fill and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guise, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due

to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	$500.00 hour
Large farm equipment (requiring Class D truck)	$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate

Individual Tires	$3.00 each
Individual Tires mounted on rims/wheels.....	$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Margaret Bailey, Agricultural Standards Management Analyst I**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant 1 Seasonal Agricultural Technician/Extra Help; (No General Fund Impact);** Grants and Contracts**.**

Recommendation:
Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant 1 Seasonal Agricultural Technician/Extra Help; (No General Fund Impact); Grants and Contracts.

Background and Discussion:
The Department of Agriculture is experiencing an increase in Noxious Weed & Pest Detection Grants and Contract hours. Historically, the department has hired at least one Extra Help employee that has worked 40 hours per week to help in our continued efforts in controlling Noxious Weeds & Pest Detection throughout Plumas and Sierra Counties. This employee will work from 5/26-08/15/25, 10 hours/day, 4 days/week. The total hours for this season would be 480, which would not surpass the 1,560 hour cap for the year 2021 set under the Affordable Care Act (ACA). It is critical that this position is filled in order to meet our contractual obligations with California Department of Food and Agriculture.

These hours are reimbursed through Grants and Contracts and have no fiscal impact on the General Fund.

Action:

Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant 1 Seasonal Agricultural Technician/Extra Help; (No General Fund Impact); Grants and Contracts.

Fiscal Impact:

No General Fund Impact, funding through Grants and funds.

Attachments:
1. Seasonal Agricultural Tech 2025

SEASONAL AGRICULTURAL TECHNICIAN/EXTRA HELP

DEFINITION
Under supervision to assist licensed professional staff in the control of noxious weeds and detection of insects for the protection of the agriculture and natural resources.

REPORTS TO
Deputy Agricultural Commissioner/Sealer of Weights and Measures

CLASSIFICATIONS DIRECTLY SUPERVISED
None

SEASONAL NOXIOUS WEED & INSECT TRAPPING TECHNICIAN
EXAMPLES OF DUTIES
- Conducts pest detection surveys to locate, identify and control targeted agricultural pests, prepares, mixes and applies chemicals for the control of agricultural pests.
- Performs a variety of routine maintenance and repair duties on equipment.
- Drives to specific locations to verify noxious weed presence and initiate control measures.
- Drives to specific locations to verify insect traps and disease locations.
- Maintains accurate daily and monthly field notes, calculations, and reports.

TYPICAL PHYSICAL REQUIREMENTS
Sit for extended periods; frequently stand, walk or crouch on slippery surfaces; stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50lbs.; walk for long distances; walk on sloped ground/floor and uneven surfaces; normal manual dexterity and eye hand coordination; corrected hearing and vision to normal range; verbal communication; use of electronic equipment including computers, telephones, calculators, copiers, global positioning satellites (GPS) and FAX.

TYPICAL WORKING CONDITIONS
Work is usually performed in both indoor and outdoor environments in varying, temperature and humidity, sometimes extreme. The Seasonal Agricultural Technician frequently works near moving mechanical parts and is periodically exposed to noise, dirt, dust and hazardous chemicals; occasionally works in high or precarious places. The Seasonal Agricultural Technician will have contact with staff and the public but will also work alone for extended periods.

SEASONAL NOXIOUS WEED TECHNICIAN
Knowledge of:

- Tools, methods and equipment pertaining to noxious weeds species detection and control.
- Local agricultural industry and practices.
- Safe operation of motor vehicles and all-terrain vehicles.
- Tools, methods and equipment pertaining to trapping and insect detection and control
- Basic entomology, botany, biology, and physical science are helpful.

Ability to:

- Maintain accurate and legible field notes and prepare routine reports.
- Learn and use standard computers and software and apply basic computer skills.
- Understand and follow oral and written instructions.
- Read and follow maps.
- Make accurate arithmetic computations.
- Maintain cooperative relations with peers and the public; and
- Work independently in the field.

DESIRABLE QUALIFICATIONS
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:
Some knowledge of control and eradication of agricultural pests is desirable.

REQUIREMENTS
Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
Must be at least 18 years old. Must comply with pesticide label requirements and wear all required Personal Protective Equipment (PPE) while handling and applying pesticides.

Salary: $22.50/hour; 40 hours/week
Dates: May 26, 2025 – August 15, 2025

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and Authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Equipment Maintenance Supervisor; County Promotional Only; No General Fund impact, paid for by Road Funds.**

Recommendation:
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Equipment Maintenance Supervisor of Public Works.

Background and Discussion:
The current Equipment Maintenance Supervisor of Public Works will be promoting to Deputy Director of Public Works effective April 21, 2025, resulting in a vacancy of the Equipment Maintenance Supervisor.

The Department is requesting to fill this position effective that date, utilizing a “County Promotional Only” recruitment.

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

Action:

Approve and Authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Equipment Maintenance Supervisor; County Promotional Only; No General Fund impact, paid for by Road Funds.

Fiscal Impact:

No General Fund impact. Road funded.

Attachments:
1. CRITICAL STAFFING QUEST Shop Manager 3-11-25
2. Department Org Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Equipment Maintenance Supervisor Position Quincy Shop

_ Is there a legitimate business, statutory or financial justification to fill the position?
Power Equipment Mechanic I/IIs are the workforce for maintaining and repairing County road equipment.

_ Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads. The Equipment Supervisor manages the mechanic workforce.

_ How long has the position been vacant?
Effective April 21, 2025

_ Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 24/25 budget includes funds for this position.

_ What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

_ What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

_ A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

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

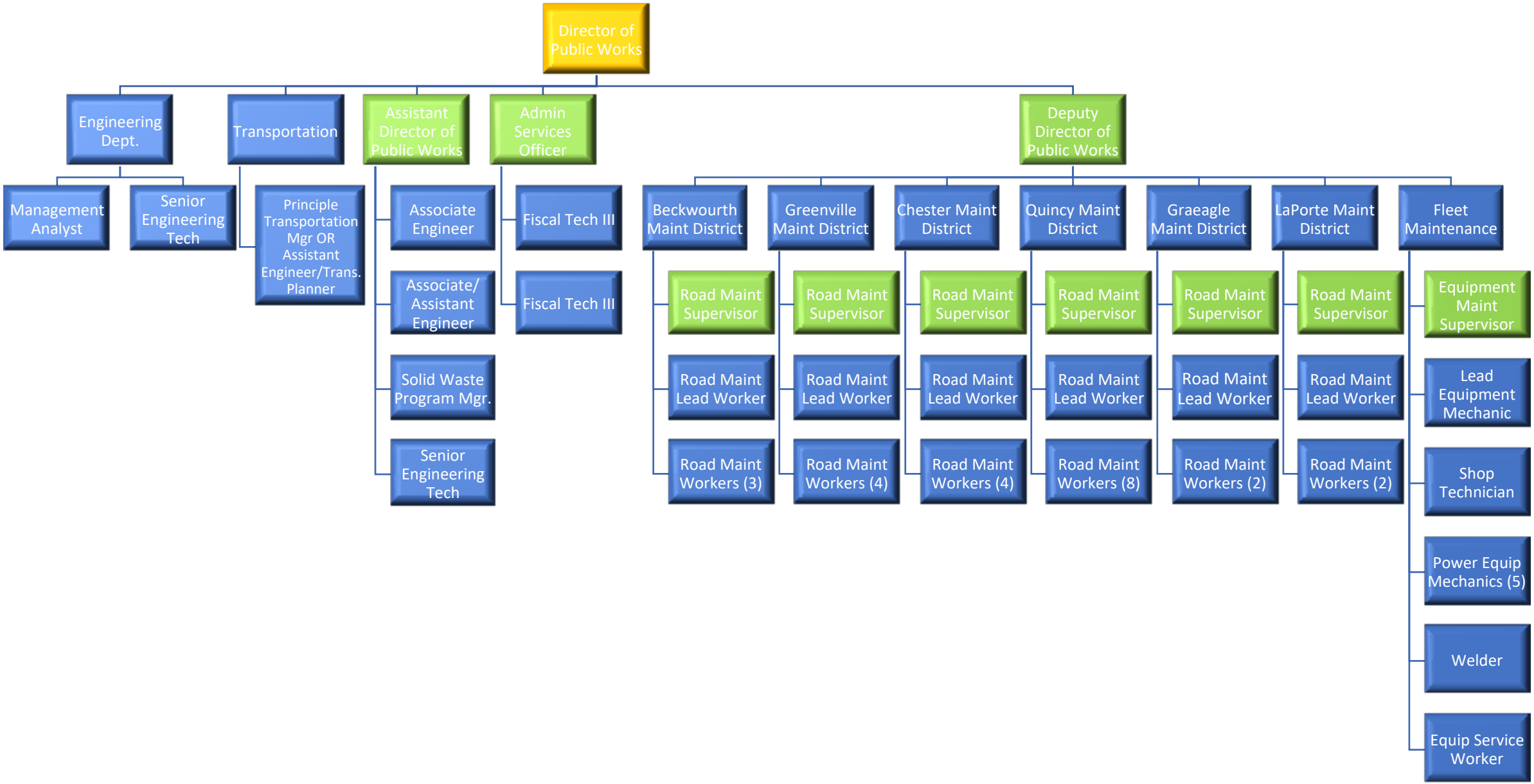
_ Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

_ Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

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

21/22 $0 22/23 $0 23/24 $0

df 3/05/25


Director of Public Works
Engineering Dept.
Transportation
Assistant Director of Public Works
Admin Services Officer
Deputy Director of Public Works
Management Analyst
Senior Engineering Tech
Principle Transportation Mgr OR Assistant Engineer/Trans. Planner
Associate Engineer
Associate/ Assistant Engineer
Solid Waste Program Mgr.
Senior Engineering Tech
Fiscal Tech III
Fiscal Tech III
Beckwourth Maint District
Greenville Maint District
Chester Maint District
Quincy Maint District
Graeagle Maint District
LaPorte Maint District
Fleet Maintenance
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (3)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (8)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Equipment Maint Supervisor
Lead Equipment Mechanic
Shop Technician
Power Equip Mechanics (5)
Welder
Equip Service Worker

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and John Muir Health acute psychiatric services for children, youth, and adults; effective March 1, 2025; not to exceed $100,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and John Muir Health acute psychiatric services for children, youth, and adults; effective March 1, 2025; not to exceed $100,000.00; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel.

Background and Discussion:
John Muir Health medical staff and care team offer intensive inpatient treatment acute care for children, adolescents, adults, and older adults experiencing a psychiatric or substance-use crisis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and John Muir Health for acute psychiatric services for children, youth, and adults, effective March 1, 2025; not to exceed $100,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Federal and State funds

Attachments:
1. 03062025_026

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 John Muir Behavioral Health, a non-profit 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 thousand and 00/100 dollars ($100,000.00). 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 March 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by 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.

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

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

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

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any

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

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

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

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

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

it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

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:
Michael Thomas, Chief Executive Officer
John Muir Behavioral Health
1400 Treat Boulevard
Walnut Creek, CA 94597

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. Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt

from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. Furthermore, County and Contractor acknowledge that Contractor is a private entity that utilizes its own unique processes and methods which comply with state regulations to provide mental health rehabilitation. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

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

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

CONTRACTOR:
John Muir Behavioral Health, Corp

By:_____
Name: Michael Thomas
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Ted Wang
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 John Muir Behavioral Health Corp., referred to herein as Business Associate ("BA"), dated March 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. . The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has

become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa LMFT	Name Michael Thomas
Title: Behavioral Health Director	Title: Chief Executive Officer
Address: 270 County Hospital Road, Suite 109 Quincy, California 95971	Address: 1400 Treat Boulevard Walnut Creek, CA 94597
Signed:_____	Signed:_____
Date:_____	Date:_____

EXHIBIT A - SCOPE OF WORK

Our medical staff and care teams in the intensive inpatient treatment program provide compassionate, acute care for children, adolescents, adults and older adults experiencing a psychiatric or substance use crisis.

In a supportive, structured environment, our experienced medical staff and care teams offer:

- Comprehensive psychiatric and medical evaluation
- Medication assessment and management
- One-on-one and group treatment
- Resiliency and recovery skills
- Coordination of after-care treatment and resources

Compassionate, Expert Outpatient Treatment

Our medical staff and care teams in the outpatient group treatment program provide a supportive, structured environment to help you face life's challenges. Designed for adults struggling with anxiety, depression, problematic substance use or mental health and well-being at home, work, or school, we offer a blend of therapies to guide you toward healing and resilience.

Programs:

- Comprehensive psychiatric evaluation
- Medication assessment and management
- Group treatment and skills-based education to help you understand and manage your mental and physical health
- Personalized care management and after-care planning
- Specialized therapies like Cognitive Behavioral Therapy (CBT) and Dialectical Behavior Therapy (DBT)

EXHIBIT B - FEE SCHEDULE

Rate Structure: Contingent Liability of Plumas County
Subject to the payment limit of this contract, payment provisions and the following compensations provisions, County will pay Contractor for the following fees as full compensation for all services, directly related to the psychiatric diagnosis for which Clients are hospitalized.

$1,798 for each Adult age 18 to under 21 Medi-Cal Acute Psychiatric Day of Service inclusive of all Inpatient Psychiatric Hospital Services including routine services and hospital based ancillary services directly related to the psychiatric diagnosis for which Clients are admitted, but not including physician services rendered to Medi-Cal Beneficiaries.

$2018.00 for each Adult non-Medi-Cal Acute Psychiatric Day of Service inclusive of all Inpatient Hospital Services including routine services and hospital based ancillary services directly related to the psychiatric diagnosis for which Clients are admitted, and physician services rendered to County Clients.

$1867.93 for each child 12 years of age and younger and adolescent ages 13-17 Medi-Cal Acute Psychiatric Day of Service inclusive of all Inpatient Hospital Services including routine services and hospital based ancillary services directly related to the psychiatric diagnosis for which Clients are admitted, but not including physician services rendered to Medi-Cal Beneficiaries.

$2155.93 for each child 12 years of age and younger and adolescent ages 13-17 non-Medi-Cal Acute Psychiatric Day of Service inclusive of all Inpatient Hospital Services including routine services and hospital based ancillary services directly related to the psychiatric diagnosis for which Clients are admitted, and physician services rendered to County Clients.

$817.64 for each Administrative Day of Psychiatric Service subject to change by the Department of Heath Care Services at any time, inclusive of all Inpatient Psychiatric Hospital Servies including routine services and hospital-based ancillary services , but not including physician services rendered to Medi-Cal beneficiaries.

$221.00 per day for physician services rendered to adult Medi-Cal beneficiaries for each Acute Psychiatric Day of Service or Administrative Day of Psychiatric Service which shall be billed as one Hospital Care or Discharge Day Management CPT code per day without regard to any add-on codes.

$289.00 per day for physician services rendered to child and adolescent Medi-Cal beneficiaries for each Acute Psychiatric Day of Service or Administrative Day of Psychiatric Service which shall be billed as one Hospital Care or Discharge Day Management CPT code per day without regard to any add-on codes.

- Physician fees for adult Medi-Cal patients are billed by the physician or physician group NOT by John Muir Behavioral Health.
- Transportation charges are not included in the rates specified above

INVOICING AND PAYMENT:

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

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

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

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

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER OR THEIR DESIGNEE HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION BY SIGNING CONTRACTOR'S ADMISSION AGREEMENT.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Service Authority Participation Agreement State Hospital Beds Program modifies the end date from June 30, 2025, to June 30, 2026; (No General Fund Impact) Federal and State; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Service Authority Participation Agreement State Hospital Beds Program modifies the end date from June 30, 2025, to June 30, 2026; (No General Fund Impact) Federal and State; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Service Authority Participation Agreement State Hospital Beds Program modifies the end date from June 30, 2025, to June 30, 2026.

Action:

Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Service Authority Participation Agreement State Hospital Beds Program modifies the end date from June 30, 2025, to June 30, 2026; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) Federal and State

Attachments:

1. 03062025_028
2. CalMHSA State Hospital Bed

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 1

State Hospital Beds Program ("Program")

This Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 4630-SHB-2023-PLC ("Agreement"), a contract by and between the California Mental Health Service Authority ("CalMHSA") and Plumas County ("Participant"). This Amendment shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 1 modifies the Program Term end date from June 30, 2025 to June 30, 2026.

Modified Program Funding: This Amendment No. 1 adds $1,402 in funding for the Modified Program Term, which will be invoiced by CalMHSA on July 1, 2025 and due within 30 days of receipt of the invoice.

All other terms or provisions in the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: PLUMAS COUNTY

Signed: _____ Name (Printed): _____

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____

Title: Director of Behavioral Health Date: _____

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Plumas County ("Participant") desires to participate in the Program identified below.

   Name of Program: **State Hospital Program**

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement ("Agreement"). The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☑ Exhibit A — Program Description and Funding

   ☑ Exhibit B — General Terms and Conditions

   ☑ Exhibit C — County Specific Funding

3. The maximum amount payable under this Agreement per annum is $2,804

4. The first installment for FY23/24 in the amount of $1,402 is due by Participant upon execution of this Agreement.

5. Funds payable under this Agreement are not subject to reversion.

6. The term of the Program is July 1, 2023, through June 30, 2025

7. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: 11.20.23

Participant: Plumas County

Signed: _____ Name (Printed): Sharon Sousa, LMFT
Title: Director of Behavioral Health Date: Sharon R. Sousa, LMFT 12/07/2023

Approved as to form:
Joshua Brechtel
Deputy County Counsel

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

I. **Name of Program: State Hospital Program**

II. **Term of Program: July 1, 2023- June 30, 2025**

III. **Program Objective and Overview:**

Objective:

The State Hospital Program is focused on streamlining administration and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

CalMHSA, on behalf of the Members including the above-signed, will function as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals. In addition, CalMHSA shall work with the Members to explore and determine the feasibility of local infrastructure projects to serve as alternative facilities to Department of State Hospitals.

IV. **Fees:**

The program fee for the State Hospital Program is $1,402 per bed allocation per county (bed allocation determined by the Department of State Hospitals (DSH). Each county must pay a minimum fee of $1,402 per bed per fiscal year even if the annual bed allocation is zero. Based on June 2023 data provided by DSH, Plumas County is currently allocated an annual bed number of 0 beds, therefore the fee, is $1,402 for fiscal year 2023-2024 and $1,402 for fiscal year 2024-2025 for a total of $2,804. The first installment of $1,402 for FY 23/24 is due to CalMHSA upon execution of this Agreement. The second installment of $1,402 for the FY 24/25 is due on July 1, 2024.

Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Department of State Hospitals (DSH) – Manages the California state hospital system, and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.

E. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.

F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Negotiate Memorandum of Understanding with Department of State Hospitals.
2. Act as the administrative agent for the Program.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.
5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Timely transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.

4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is for 24 months.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation. All funds set forth in this contract shall be deemed to have been earned on the date payment is due in accordance with the provisions hereof and shall be non-refundable in whole or in part under any circumstances (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.

B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of each fiscal year; on July 1 for fiscal years 2024-2025, and within thirty days upon execution of this agreement for the fiscal year 2023-2024.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. Without Participant's instructions and authorization, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify

CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi Position: Sr. Corporate Counsel

Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815

Email: contracts@calmhsa.org Telephone: (916) 956-8632

CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant: Plumas County

Name: Che Shannon Position: Management Analyst

Address: 270 County Hospital Road Suite 109 Quincy, CA 95971

Email: cshannon@pcbh.services Telephone: 530-297-8774

CC Email to Name: Sharon Sousa Email: SSousa@pcbh.services

Participation Agreement for Department of State Hospital Program
EXHIBIT C – COUNTY SPECIFIC FUNDING

I. **Funding Allocation**

RATE	Beds Per Year	FY 2023-25	TOTAL
Yr 1 $1,402	0	$1,402	$1,402
Yr 2 $1,402	0	$1,402	$1,402
			$2,804

Note:

1. **County's bed allocation per year is based on bed count data as of June 26, 2023 provided by DSH.**

ADMINISTRATIVE SERVICES DIVISION
1215 O Street, Suite 670
Sacramento, CA 95814

DSH

County Use of State Hospital Beds
Memorandum of Understanding

California Department of State Hospitals
and
The California Mental Health Services Authority (CalMHSA) and
Participating Counties

I. RECITALS

A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1.

B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100, including non-DSH treatment facilities contracted with DSH pursuant to Welfare and Institutions Code, section 4361 (hereafter collectively "Hospitals"), excluding community-based restoration of competency services that are operated by the County.

C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.

D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 et seq. (Joint Exercise of Powers Act) whose members are counties and cities with mental health programs. CalMHSA negotiates the MOU with DSH on behalf of CalMHSA's members and serves as a liaison for matters of compliance with MOU terms and conditions.

E. The terms and conditions herein remain subject to applicable court orders and statutes.

II. TERMS AND CONDITIONS

A. The term of this MOU is October 1, 2023 through June 30, 2025 ("FY 2023-2024, and 2024-2025"). For purposes of any months not directly covered by the previous MOU between DSH and CalMHSA, the terms and conditions, the number of contracted beds pursuant to the MOU for July 1, 2022 to December 31, 2022, and the FY 2022-2023 rates provided by DSH, and subsequently agreed to effective July 1, 2022, shall continue to apply until June 30, 2023, pursuant to the provisions of Welfare and Institutions Code section 4331(d). The ICF, APH and SNF bed rates agreed upon herein for FY 2023-2024 have an effective date of July 1, 2023, as identified in Exhibit 3.

B. Admissions for County Director Referred Patient ("Patient")

1. For those patients referred directly by a County to a DSH facility, the County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, "County Director") shall, in conjunction with the Public Guardian, as applicable, screen, determine the appropriateness of, and authorize all referrals for admission of Patients to DSH. The County Director shall, at the time of referral and admission, provide admission authorization and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. However, DSH shall make the determination of the appropriateness of a Patient for admission, and if appropriate for admission, assign the Patient to the appropriate hospital, level of care and treatment unit.

2. The County Director shall name a County point-of-contact and provide assistance to the Hospital treatment staff, in conjunction with the conservator and/or Public Guardian, in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and the conservator and/or Public Guardian and engaging in collaborative discharge planning with the other party to ensure the patient's treatment needs are met.

C. Description of Provided Hospital Services

1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:

2. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and

dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

3. Intermediate Care Facility (ICF) Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.

4. Skilled Nursing Facility (SNF) Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, at a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

5. Provided the LPS Patient is admitted to a facility under the jurisdiction of DSH, DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County or Public Guardian pursuant to Welfare and Institutions Code Section 5008, subdivision (h)(1)(A) (LPS Conservatorships) and/or subdivision (h)(1)(B) (Murphy Conservatorships). All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.

6. Upon receipt of appropriate notice, the DSH and the County shall provide or cause to be provided, witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.

7. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates the transfer. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled "Statement of Annual Bed Rates and County Estimated Bed Need," include reimbursement for transportation that is the responsibility of DSH.

8. Hospitals shall be culturally-competent (including sign-language) in staff and resources and the overall milieu to meet the needs of Patients treated pursuant to this MOU.

9. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.

D. Admission and Discharge Procedures

1. For those patients referred directly by a County to DSH for placement, except as otherwise required by an applicable court order, and in conjunction with the conservator and/or Public Guardian, a County shall submit a complete admission package with the referral, including all assessments available to DSH's Patient Management Unit (PMU). The County shall provide PMU with the complete medical records on file, the Short-Doyle Authorization Form, and all applicable court commitment orders for each Patient. The County shall identify an initial projected length of stay which DSH shall address in Patient's treatment plan and discharge plan. All documentation will be provided to PMU via secure transfer utilizing WorkSpaces or a successor application, as determined by DSH.

2. Hospital admissions, intra-hospital transfers, inter-hospital transfers, and referrals to outside medical care shall be determined by DSH, subject to applicable court order or statute.

3. All denials of admission by DSH shall be in writing with an explanation for the denial. Denial of admission may be based on the lack of the Patient's admission criteria/information identified in Section F of this MOU, DSH's lack of bed capacity, or an inability to provide appropriate treatment based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. A denial of admission may be appealed as provided in the next paragraph.

4. Appeal Process for Admissions. If the County wishes to appeal a denial of admission, the case may be referred to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation within five (5) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.

5. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge.

6. The Parties agree to meet on a monthly basis and to work in good faith to develop the Procedures for Discharge Ready Patients (Discharge Procedures). The Discharge Procedures will include a process for elevating and discussing those LPS Patients that are clinically eligible for discharge but have not discharged in a reasonable amount of time based on the Patient's progression of their treatment plan, as outlined in Welfare and Institutions Code section 5359. It is the parties' intent that the Discharge Procedures will be implemented after the effective date of this MOU, but no later than September 1, 2024.

E. Bed Type Transfers

1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the Hospital's treatment team, the County (except when the urgency of the Patient's situation precludes such consultation) and the conservator and/or Public Guardian, a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director and the conservator and/or Public Guardian within forty-eight (48) hours of any urgent transfer. The County or conservator and/or Public Guardian may initiate a treatment team discussion with the attending Hospital clinician at any time the County or conservator and/or Public Guardian asserts that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the conservator and/or Public Guardian and County's Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.

3. Bed Types Appeals. When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff feels that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation within two (2) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, designee or the Public Guardian. The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

F. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient care. Notwithstanding the independence of the Parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director and conservator and/or Public Guardian of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team member to function as the primary contact for the County case manager or the case management team.

4. The County Director, in conjunction with the conservator and/or Public Guardian, may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business-days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.

5. When an agreement cannot be reached between the County, the conservator and/or Public Guardian and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee, the County Director or designee, and the conservator and/or Public Guardian shall confer for a resolution.

G. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

H. Bed Usage and Availability

1. Pursuant to Welfare & Institutions Code section 4331(a), DSH intends to make available a total of 556 beds for LPS patients at any one point in time. The intention of this bed total is to balance DSH's ability to provide services to LPS patients with DSH's obligations to admit patients committed pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.

2. In addition to the monthly meetings to develop the Discharge Procedures, CalMHSA and DSH shall meet monthly to develop a bed management protocol that is intended to address the allocation of DSH beds between the Counties, and reduce, and once reduced, to maintain the total number of beds allocated to LPS patients at 556. The parties agree that a bed usage rate in excess of 556 will not be deemed an automatic violation of this Agreement. This bed management protocol development process shall include, but not be limited to:

a. By September 30, 2023, DSH and Counties will provide current data on the patient population for each County, including data for those counties which contract directly with DSH, and the number of Murphy Conservatorship(s);

b. By January 3, 2024, CalMHSA, DSH and the Counties shall utilize their best efforts to develop a draft allocation formula regarding how the 556 beds will be distributed among the various counties. CalMHSA and DSH will continue to meet to discuss the allocation formula and develop an implementation plan that will go into effect by July 1, 2024;

c. By September 30, 2023, DSH will re-identify which LPS Patients are capable of discharge to a less restrictive levels of care in accordance with the LPS Act, the Americans with Disabilities Act, and the *Olmstead* decision and include an agreed upon list of types of clinical data; and

d. County and CalMHSA will identify alternative placement options for qualifying LPS Patients, including a placement and/or final discharge target date.

3. If DSH intends to change LPS bed rates at the termination of this MOU's term, the following procedure shall apply:

    a. No later than May 1 of the preceding fiscal year (i.e., May 1, 2024 for new rates intended to go into effect on July 1, 2025), DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year. DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary cost and utilization information based on the best data possible, including the data compiled pursuant to Section J.2. below, to support the preliminary LPS bed rate.
    b. After DSH's preliminary cost utilization notice, the County shall notify DSH through CalMHSA (if represented by CalMHSA), within two months after receiving the data and information described in the preceding paragraph (i.e. by July 1), of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.
    c. CalMHSA shall provide DSH with preliminary feedback related to the preliminary cost and utilization information based on the data provided by DSH by July 1 of that year.
    d. No later than September 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with responses to the preliminary feedback provided by CalMHSA. The parties shall thereafter collaborate in good faith to resolve the outstanding questions.
    e. No later than November 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a proposed final LPS bed rate cost estimate based on the best data possible

applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.

f. By January 1, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning six (6) months from January 1 of that year. These notifications shall not preclude subsequent changes agreed to by both DSH and the county in the contract negotiation process.

g. DSH and CalMHSA shall negotiate in good faith to memorialize a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than May 15, or forty-six (46) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for.

h. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.

4. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4) to DSH.

5. Patients under the care of the DSH, referred to outside medical facilities, will remain admitted to DSH unless the County, in conjunction with the conservator and/or Public Guardian, initiates discharge. Upon the completion of a County-initiated discharge, the Patient and all costs become the responsibility of the County.

6. During all offsite leaves, Counties will continue to be charged at the daily bed rate. For all offsite leaves of greater than 30 days, the DSH and the County may, at the request of either party, and in conjunction with the conservator and/or Public Guardian discuss appropriate care options for Patients.

I. Bed Payment

1. The current bed rates and current estimated bed usage are reflected in Exhibit 3.

   This MOU involves a minimum commitment of zero beds for any particular County. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

2. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C) (1-6, 7 (except for transportation for which a county is responsible), 8-9) by the DSH.

J. Records

1. Patient Records

   a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

   b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.

   c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.

   d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

2. Financial Records

   a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to County LPS Patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a

record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

   a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

K. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.

2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

L. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

Department of State Hospitals

trustoffice@dsh.ca.gov
(916) 654-2201

CalMHSA

Kacy Carr, LSW, Clinical Contracts Lead

(279) 675-4097

kacy.carr@calmhsa.org

The County has designated the following as its MOU coordinator:

Name:_____

E-mail:_____

Phone:_____

1. The Hospitals shall notify the County and the conservator and/or Public Guardian by telephone (with subsequent written confirmation), encrypted email or FAX, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.

2. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

III. SPECIAL PROVISIONS

A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereinafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.

B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, the parties may negotiate modifications to the terms of this MOU.

C. Mutual Indemnification

1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-4. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-4, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-4 may be amended or modified only by a written amendment signed by the parties.

G. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees.

Dr. Amie Miller, Executive Director
CalMHSA

11.20.23
Date

Dominique Williams, Chief
Procurement and Contract Services Section
Department of State Hospitals

11-29-2023
Date

EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

Sharon R. Sousa, LMFT — 11-8-2023

Signature — Date

Name Sharon Sousa, LMFT — Title Director

County of Plumas

Approved as to form:

By:
Signed _____

Name (Printed): _____

Title: **County Counsel - County of Plumas**

Date: _____

EXHIBIT 2

LPS SERVICES SUMMARY

Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

Additional Treatment Services

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

EXHIBIT 3

COUNTY
STATEMENT OF ANNUAL BED RATES
July 1, 2022 through June 30, 2025

1. STATE HOSPITAL BED RATE FOR FYs 2022-25

	FY 2022-23	FY 2023-24	FY 2024-25
Intermediate Care Facility (ICF)	728	736	736
Acute Psychiatric Hospital (APH)	753	760	760
Skilled Nursing Facility (SNF)	806	814	814

EXHIBIT 4

Purchase Agreement of State Hospital Beds

Fiscal Year 2023-24-2024-25

California Department of State Hospitals

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Years (FY) 2023-2025/Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the MOU. The County will also abide by the same remunerative and legal policies contained within the MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

Plumas

County

Sharon Sousa

County Director or Director designee – print

Sharon R. Sousa, LMFT 11/8/2023

County Director or Director designee – sign/date

Approved as to form:

By: _____

Signed

Name (Printed): _____

Title: **County Counsel - County of Plumas**

Date: _____

Dominique Williams

Chief, Procurement and Contract Services Section – print

11-29-2023

Chief, Procurement and Contract Services Section – sign/date

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Mark Clementi, Ph.D, to administer pre-employment testing to job applicants to the Plumas County Sheriff's Office; effective May 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in recommended FY24/25 budget 70330 / 521107 (Sheriff / Pre-Employment Costs); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Mark Clementi, Ph.D, to administer pre-employment testing to job applicants to the Plumas County Sheriff's Office; effective May 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in recommended FY24/25 budget 70330 / 521107 (Sheriff / Pre-Employment Costs); approved as to form by County Counsel.

Background and Discussion:

Contract to provide pre-employment psychological testing, fitness for duty evaluation, and critical incident stress management/consultation services to job applicants to the Plumas County Sheriff's Office on an as-needed basis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Mark Clementi, Ph.D, to administer pre-employment testing to job applicants to the Plumas County Sheriff's Office; effective May 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in recommended FY24/25 budget 70330 / 521107 (Sheriff / Pre-Employment Costs); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in recommended FY24/25 budget 70330 / 521107 (Sheriff / Pre-Employment Costs)

Attachments:

1. Mark Clementi 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 Mark A. Clementi, Ph.D., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine-Hundred and Ninety-Nine Dollars and No/100 ($9,999.00).

3. Term. The term of this agreement shall be from May 1, 2025, through April 30, 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. 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, Fiscal Officer

Contractor:

Mark A. Clementi, Ph.D.
50 Old Courthouse Square Ste 400
Santa Rosa, CA 95404
Attention: Mark Clementi

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:

Mark A. Clementi, Ph.D., an individual

By:_____
Name: Mark Clementi
Title: Owner
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

Contractor shall administer pre-employment psychological testing, fitness for duty evaluation, and critical incident stress management/consultation services 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 underlie 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 background packet.

    b. Upon completion of the background packet, a battery of psychological inventories will be administered. 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 applications 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 Training (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.

EXHIBIT B

#PCSO00154

Mark A. Clementi, Ph.D.
California Public Safety Psychology
50 Old Courthouse Square, Suite 400
Santa Rosa, CA 95404
FED. TAX I.D. #68-0430926
(707) 527-0456
FAX: (707) 527-1013

Current Service Rates

- Standard Pre-Employment Psychological Evaluation: $785.00

  Optional remote evaluation - +59.00(publisher's on-line testing fee)

- Return to Duty/Fitness for Duty Psychological Evaluation: $925.00
- Optional remote evaluation - +59.00(publisher's on-line testing fee)

- Critical Incident Stress Debriefing: $350.00 for 1st hour and $285 for each additional hour

- No show appointments (less than 72 hours' notice): Full price of evaluation

-

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign the following related Memorandums of Understanding between Plumas County Public Health Agency and Plumas County District Attorney's Office, Plumas County Probation Department, Plumas County Children and Families Commission, and Roundhouse Council, Inc.; the MOUs provide for a pass-through of federal Medicaid funds for Medi-Cal Administrative Activities undertaken by the organizations that result in increased health care coverage and utilization of health care services; effective (July 1, 2024); (No General Fund Impact)** (MAA funds)**; approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize Chair to ratify and sign the following related Memorandums of Understanding between the Plumas County Public Health Agency, the Plumas County District Attorney's Office, the Plumas County Probation Department, the Plumas County Children and Families Commission, and Roundhouse Council, Inc.

Background and Discussion:

The Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for several years. This program allows counties, through a system of time studies and cost reports, to enhance existing time and activities performed by specific staff relating to the administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The goal of the MAA Program is to ensure that local assistance is provided to Medi-Cal eligible individuals and their families in facilitating their receipt of services and activities from the Medi-Cal Program.

PCPHA will recover the costs of administering the MAA claims by withholding fifteen (15) percent of the gross amount of Medi-Cal reimbursement received. The payments are contingent upon the County's actual receipt of Medi-Cal reimbursement from the State. Thus, there is no risk to the County if all or part of the anticipated federal revenue is not realized. This arrangement provides a unique opportunity to support enhanced community services at no risk to the County.

Action:

Approve and authorize Chair to ratify and sign the following related Memorandums of Understanding between Plumas County Public Health Agency and Plumas County District Attorney's Office, Plumas County Probation Department, Plumas County Children and Families Commission, and Roundhouse Council, Inc.; the MOUs provide for a pass-through of federal Medicaid funds for Medi-Cal Administrative Activities (MAA) undertaken by the organizations that result in increased health care coverage and utilization of health care services; effective (July 1, 2024); (No General Fund Impact) (MAA funds); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (MAA Funds)

Attachments:

1. MOU-MAA2427PCDAO
2. MOU-MAA2427PCPD
3. MOU-MAA2427PCCFC
4. MOU-MAA2427RHC

INTERDEPARTMENTAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY PUBLIC HEALTH AGENCY
AND
PLUMAS COUNTY DISTRICT ATTORNEY'S OFFICE

This interdepartmental Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Public Health Agency (hereinafter referred to as PCPHA) and Plumas County District Attorney's Office (hereinafter referred to as PCDAO).

WHEREAS, PCPHA has entered into a Participation Agreement with the Department of Health Care Services (DHCS) to participate in the CMAA program under California's Medi-Cal Program; and

WHEREAS, PCDAO is interested in performing Medi-Cal Administrative Activities (MAA) on behalf of PCPHA.

NOW, therefore, it is hereby mutually agreed as follows:

A. **RESPONSIBILITIES OF PCPHA:**

1. PCPHA will ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities detailed in the CMAA Operational Plan.

B. **RESPONSIBILITIES OF PCDAO:**

1. PCDAO will perform Medi-Cal Administrative Activities (MAA) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to eligible and potentially eligible individuals.

2. PCDAO will submit adequate and sufficient financial records, time surveys, and any other documents to support the claim by the due dates listed in Exhibit A.

C. **MUTUAL RESPONSIBILITIES:**

1. PCPHA and PCDAO shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters, state issued policy directives according to state laws and regulations.

D. **COMPENSATION.** PCDAO shall be paid for Medi-Cal Administrative Activities in accordance to the Invoicing and Payment Provisions set forth in Exhibit A, attached hereto and incorporated herein by reference. CMAA invoices submitted to and accepted by DHCS for payment shall not be deemed evidence of an agreement of allowable costs.

E. **TERM.** The term of this MOU shall be from July 1, 2024, through June 30, 2027. County's Board of Supervisors hereby ratifies and approves for payment, services provided by PCDAO from July 1, 2024, to the date of approval of this MOU by the Board of Supervisors.

F. **TERMINATION OF MOU.** Either party may terminate this MOU by giving thirty (30) days' written notice to the other party.

G. **AMENDMENT.** This MOU may be amended at any time by mutual agreement of PCPHA and PCDAO, expressed in writing and duly executed by both PCPHA and PCDAO. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.

H. **NON-DISCRIMINATION.** PCPHA and PCDAO agree not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

I. **CONFIDENTIALITY.** PCPHA and PCDAO are aware of the respective confidentiality laws governing services provided by both PCPHA and PCDAO. PCPHA and PCDAO shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit B and made part of this MOU.

J. **DOCUMENTATION RETENTION AND REPORTING.** Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which PCPHA received reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

IN WITNESS WHEREOF, PCPHA and PCDAO have executed this MOU on the day and year set forth below.

Plumas County Public Health Agency:

N Reinert — 2/21/25

Nicole Reinert, Director Public Health Agency — Date

Plumas County District Attorney's Office:

2/26/25

David Hollister, District Attorney — Date

Plumas County Board of Supervisors:

Kevin Goss, Chair — Date

ATTEST:

Allen Hiskey, Clerk of the Board

Date

Approved as to form:

Craig Settlemire
Counsel

EXHIBIT A

Invoicing and Payment Provisions

1. If PCDAO performs any of the Medi-Cal Administrative Activities reimbursable to PCDAO, PCPHA agrees to prepare and submit a claim to the State for reimbursement for the Medi-Cal Administrative Activities to the appropriate entities on PCDAO's behalf.

2. County shall not be liable for any delays or denials of claims due to the reasons other than the sole negligence of willful misconduct of the County.

3. The Medi-Cal reimbursements received by PCPHA for claims made on behalf of PCDAO, minus the administrative fee described below, shall be the sole compensation due to PCDAO for Medi-Cal Administrative Activities performed. No other compensation shall be due or payable by the County to PCDAO under this MOU.

4. PCPHA shall deduct an administrative fee in the amount of fifteen (15) percent from the PCDAO's federal Medi-Cal reimbursement. The administrative fee covers the County's cost for providing training and materials, technical assistance, and review and processing of the claiming plan and invoices.

Due Dates for submissions of Financial Records and Estimated Payment of Invoices in the Fiscal Year:

Invoice Fiscal Year	Invoice Quarter	Invoice Period	Invoice Quarter Documentation Due Date	Estimated Payment of Invoices in Fiscal Year
2024-2025	1st	7/1/2024-9/30/2024	12/1/2026	FY 27/28
2024-2025	2nd	10/1/2024-12/31/2024	12/1/2026	FY 27/28
2024-2025	3rd	01/01/2025-03/31/2025	12/1/2026	FY 27/28
2024-2025	4th	04/01/2025-06/30/2025	12/1/2026	FY 27/28
2025-2026	1st	7/1/2025-9/30/2025	12/1/2027	FY 28/29
2025-2026	2nd	10/1/2025-12/31/2025	12/1/2027	FY 28/29
2025-2026	3rd	01/01/2026-03/31/2026	12/1/2027	FY 28/29
2025-2026	4th	04/01/2026-06/30/2026	12/1/2027	FY 28/29
2026-2027	1st	7/1/2026-9/30/2026	12/1/2028	FY 29/30
2026-2027	2nd	10/1/2026-12/31/2026	12/1/2028	FY 29/30
2026-2027	3rd	01/01/2027-03/31/2027	12/1/2028	FY 29/30
2026-2027	4th	04/01/2027-06/30/2027	12/1/2028	FY 29/30

EXHIBIT B

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"), Plumas County District Attorney's Office, referred to herein as Business Associate ("BA"), dated 7/1/24.

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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

BA shall make itself, and any Consultants, 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 Consultant, 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
County of Plumas, a political subdivision of the State of California

Name: Nicole Reinert

Title: Director Public Health Agency

Signature: NReinert

Date: 2/21/25

BUSINESS ASSOCIATE
Plumas County District Attorney's Office

Name: David Hollister

Title: District Attorney

Signature:

Date: 2/26/25

INTERDEPARTMENTAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY PUBLIC HEALTH AGENCY
AND
PLUMAS COUNTY PROBATION DEPARTMENT

This interdepartmental Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Public Health Agency (hereinafter referred to as PCPHA) and the Plumas County Probation Department (hereinafter referred to as PCPD).

WHEREAS, PCPHA has entered into a Participation Agreement with the Department of Health Care Services (DHCS) to participate in the CMAA program under California's Medi-Cal Program; and

WHEREAS, PCPD is interested in performing Medi-Cal Administrative Activities (MAA) on behalf of PCPHA.

NOW, therefore, it is hereby mutually agreed as follows:

A. **RESPONSIBILITIES OF PCPHA:**

1. PCPHA will ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities detailed in the CMAA Operational Plan.

B. **RESPONSIBILITIES OF PCPD:**

1. PCPD will perform Medi-Cal Administrative Activities (MAA) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to eligible and potentially eligible individuals.

2. PCPD will submit adequate and sufficient financial records, time surveys, and any other documents to support the claim by the due dates listed in Exhibit A.

C. **MUTUAL RESPONSIBILITIES:**

1. PCPHA and PCPD shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters, state issued policy directives according to state laws and regulations.

D. **COMPENSATION.** PCPD shall be paid for Medi-Cal Administrative Activities in accordance to the Invoicing and Payment Provisions set forth in Exhibit A, attached hereto and incorporated herein by reference. CMAA invoices submitted to and accepted by DHCS for payment shall not be deemed evidence of an agreement of allowable costs.

E. **TERM.** The term of this MOU shall be from July 1, 2024, through June 30, 2027. County's Board of Supervisors hereby ratifies and approves for payment, services provided by PCPD from July 1, 2024, to the date of approval of this MOU by the Board of Supervisors.

F. **TERMINATION OF MOU.** Either party may terminate this MOU by giving thirty (30) days' written notice to the other party.

G. **AMENDMENT.** This MOU may be amended at any time by mutual agreement of PCPHA and PCPD, expressed in writing and duly executed by both PCPHA and PCPD. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.

H. **NON-DISCRIMINATION.** PCPHA and PCPD agree not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

I. **CONFIDENTIALITY.** PCPHA and PCPD are aware of the respective confidentiality laws governing services provided by both PCPHA and PCPD. PCPHA and PCPD shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit B and made part of this MOU.

J. **DOCUMENTATION RETENTION AND REPORTING.** Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which PCPHA received reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

IN WITNESS WHEREOF, PCPHA and PCPD have executed this MOU on the day and year set forth below.

PCPHA:

N Reinert — 1/27/25

Nicole Reinert, Director Public Health Agency — Date

PCPD:

2.10.25

Keevin Allred, Chief Probation Officer — Date

PLUMAS COUNTY BOARD OF SUPERVISORS

Kevin Goss, Chair — Date

ATTEST:

Allen Hiskey, Clerk of the Board

Date

Approved as to form:

Sara James, Attorney
County Counsel's Office

EXHIBIT A

Invoicing and Payment Provisions

1. If PCPD performs any of the Medi-Cal Administrative Activities reimbursable to PCPD, PCPHA agrees to prepare and submit a claim to the State for reimbursement for the Medi-Cal Administrative Activities to the appropriate entities on PCPD's behalf.

2. County shall not be liable for any delays or denials of claims due to the reasons other than the sole negligence of willful misconduct of the County.

3. The Medi-Cal reimbursements received by PCPHA for claims made on behalf of PCPD, minus the administrative fee described below, shall be the sole compensation due to PCPD for Medi-Cal Administrative Activities performed. No other compensation shall be due or payable by the County to PCPD under this MOU.

4. PCPHA shall deduct an administrative fee in the amount of fifteen (15) percent from the PCPD's federal Medi-Cal reimbursement. The administrative fee covers the County's cost for providing trainings and materials, technical assistance and review and processing of the claiming plan and invoices.

Due Dates for submissions of Financial Records and Estimated Payment of Invoices in Fiscal Year:

Invoice Fiscal Year	Invoice Quarter	Invoice Period	Invoice Quarter Documentation Due Date	Estimated Payment of Invoices in Fiscal Year
2024-2025	1st	7/1/2024-9/30/2024	12/1/2026	FY 27/28
2024-2025	2nd	10/1/2024-12/31/2024	12/1/2026	FY 27/28
2024-2025	3rd	01/01/2025-03/31/2025	12/1/2026	FY 27/28
2024-2025	4th	04/01/2025-06/30/2025	12/1/2026	FY 27/28
2025-2026	1st	7/1/2025-9/30/2025	12/1/2027	FY 28/29
2025-2026	2nd	10/1/2025-12/31/2025	12/1/2027	FY 28/29
2025-2026	3rd	01/01/2026-03/31/2026	12/1/2027	FY 28/29
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2026-2027	1st	7/1/2026-9/30/2026	12/1/2028	FY 29/30
2026-2027	2nd	10/1/2026-12/31/2026	12/1/2028	FY 29/30
2026-2027	3rd	01/01/2027-03/31/2027	12/1/2028	FY 29/30
2026-2027	4th	04/01/2027-06/30/2027	12/1/2028	FY 29/30

EXHIBIT B

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"), Plumas County Probation Department, referred to herein as Business Associate ("BA"), dated 7/1/24.

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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

BA shall make itself, and any Consultants, 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 Consultant, 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
County of Plumas, a political subdivision of the State of California

Name: Nicole Reinert

Title: Director Public Health Agency

Signature: N Reinert

Date: 2/21/25

BUSINESS ASSOCIATE
Plumas County Probation Department, a political subdivision of the State of California

Name: Keevin Allred

Title: Chief Probation Officer

Signature:

Date: 2.10.25

INTERDEPARTMENTAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY PUBLIC HEALTH AGENCY
AND
PLUMAS COUNTY CHILDREN AND FAMILIES COMMISSION

This interdepartmental Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Public Health Agency (hereinafter referred to as PCPHA) and the Plumas County Children and Families Commission (hereinafter referred to as PCCFC).

WHEREAS, PCPHA has entered into a Participation Agreement with the Department of Health Care Services (DHCS) to participate in the CMAA program under California's Medi-Cal Program; and

WHEREAS, PCCFC is interested in performing Medi-Cal Administrative Activities (MAA) on behalf of PCPHA.

NOW, therefore, it is hereby mutually agreed as follows:

A. **RESPONSIBILITIES OF PCPHA:**

1. PCPHA will ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities detailed in the CMAA Operational Plan.

B. **RESPONSIBILITIES OF PCCFC:**

1. PCCFC will perform Medi-Cal Administrative Activities (MAA) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to eligible and potentially eligible individuals.

2. PCCFC will submit adequate and sufficient financial records, time surveys, and any other documents to support the claim by the due dates listed in Exhibit A.

C. **MUTUAL RESPONSIBILITIES:**

1. PCPHA and PCCFC shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters, state issued policy directives according to state laws and regulations.

D. **COMPENSATION.** PCCFC shall be paid for Medi-Cal Administrative Activities in accordance to the Invoicing and Payment Provisions set forth in Exhibit A, attached hereto and incorporated herein by reference. CMAA invoices submitted to and accepted by DHCS for payment shall not be deemed evidence of an agreement of allowable costs.

E. **TERM.** The term of this MOU shall be from July 1, 2024, through June 30, 2027. County's Board of Supervisors hereby ratifies and approves for payment, services provided by PCCFC from July 1, 2024, to the date of approval of this MOU by the Board of Supervisors.

F. **TERMINATION OF MOU.** Either party may terminate this MOU by giving thirty (30) days' written notice to the other party.

G. **AMENDMENT.** This MOU may be amended at any time by mutual agreement of PCPHA and PCCFC, expressed in writing and duly executed by both PCPHA and PCCFC. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.

H. **NON-DISCRIMINATION.** PCPHA and PCCFC agree not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

I. **CONFIDENTIALITY.** PCPHA and PCCFC are aware of the respective confidentiality laws governing services provided by both PCPHA and PCCFC. PCPHA and PCCFC shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit B and made part of this MOU.

J. **DOCUMENTATION RETENTION AND REPORTING.** Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which PCPHA received reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

IN WITNESS WHEREOF, PCPHA and PCCFC have executed this MOU on the day and year set forth below.

Plumas County Public Health Agency:

N Reinert — 2/21/25

Nicole Reinert, Director Public Health Agency — Date

Plumas County Children and Families Commission:

Pamela Becwar — 3.3.25

Pamela Becwar, Executive Director — Date

Plumas County Board of Supervisors:

Kevin Goss, Chair — Date

ATTEST:

Allen Hiskey, Clerk of the Board

Date

Approved as to form:

Craig Settlemire
Counsel

EXHIBIT A

Invoicing and Payment Provisions

1. If PCCFC performs any of the Medi-Cal Administrative Activities reimbursable to PCCFC, PCPHA agrees to prepare and submit a claim to the State for reimbursement for the Medi-Cal Administrative Activities to the appropriate entities on PCCFC's behalf.

2. County shall not be liable for any delays or denials of claims due to the reasons other than the sole negligence of willful misconduct of the County.

3. The Medi-Cal reimbursements received by PCPHA for claims made on behalf of PCCFC, minus the administrative fee described below, shall be the sole compensation due to PCCFC for Medi-Cal Administrative Activities performed. No other compensation shall be due or payable by the County to PCCFC under this MOU.

4. PCPHA shall deduct an administrative fee in the amount of fifteen (15) percent from the PCCFC's federal Medi-Cal reimbursement. The administrative fee covers the County's cost for providing training and materials, technical assistance, and review and processing of the claiming plan and invoices.

Due Dates for submissions of Financial Records and Estimated Payment of Invoices in the Fiscal Year:

Invoice Fiscal Year	Invoice Quarter	Invoice Period	Invoice Quarter Documentation Due Date	Estimated Payment of Invoices in Fiscal Year
2024-2025	1st	7/1/2024-9/30/2024	12/1/2026	FY 27/28
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2026-2027	4th	04/01/2027-06/30/2027	12/1/2028	FY 29/30

EXHIBIT B

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"), Plumas County Children and Families Commission, a political subdivision of the State of California, referred to herein as Business Associate ("BA"), dated 7/1/24.

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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

BA shall make itself, and any Consultants, 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 Consultant, 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
County of Plumas, a political subdivision of the State of California
subdivision

Name: Nicole Reinert

Title: Director Public Health Agency

Signature: NReinert

Date: 2/21/25

BUSINESS ASSOCIATE
Plumas County Children and Families Commission, a political of the State of California

Name: Pamela Becwar

Title: Executive Director

Signature: Pamela Becwar

Date: 3.3.25

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY PUBLIC HEALTH AGENCY
AND
ROUNDHOUSE COUNCIL, INC.

This interdepartmental Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Public Health Agency, a political subdivision of the State of California (hereinafter referred to as PCPHA) and Roundhouse Council, Inc., a non-profit corporation (hereinafter referred to as RC).

WHEREAS, PCPHA has entered into a Participation Agreement with the Department of Health Care Services (DHCS) to participate in the CMAA program under California's Medi-Cal Program; and

WHEREAS, RC is interested in performing Medi-Cal Administrative Activities (MAA) on behalf of PCPHA.

NOW, therefore, it is hereby mutually agreed as follows:

A. **RESPONSIBILITIES OF PCPHA:**

1. PCPHA will ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities detailed in the CMAA Operational Plan.

B. **RESPONSIBILITIES OF RC:**

1. RC will perform Medi-Cal Administrative Activities (MAA) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to eligible and potentially eligible individuals.

2. RC will submit adequate and sufficient financial records, time surveys, and any other documents to support the claim by the due dates listed in Exhibit A.

C. **MUTUAL RESPONSIBILITIES:**

1. PCPHA and RC shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters, state issued policy directives according to state laws and regulations.

D. **COMPENSATION.** RC shall be paid for Medi-Cal Administrative Activities in accordance to the Invoicing and Payment Provisions set forth in Exhibit A, attached hereto and incorporated herein by reference. CMAA invoices submitted to and accepted by DHCS for payment shall not be deemed evidence of an agreement of allowable costs.

E. **TERM.** The term of this MOU shall be from July 1, 2024, through June 30, 2027. County's Board of Supervisors hereby ratifies and approves for payment, services provided by RC from July 1, 2024, to the date of approval of this MOU by the Board of Supervisors.

F. **TERMINATION OF MOU.** Either party may terminate this MOU by giving thirty (30) days' written notice to the other party.

G. **AMENDMENT.** This MOU may be amended at any time by mutual agreement of PCPHA and RC, expressed in writing and duly executed by both PCPHA and RC. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.

H. **NON-DISCRIMINATION.** PCPHA and RC agree not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

I. **CONFIDENTIALITY.** PCPHA and RC are aware of the respective confidentiality laws governing services provided by both PCPHA and RC. PCPHA and RC shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit B and made part of this MOU.

J. **DOCUMENTATION RETENTION AND REPORTING.** Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which PCPHA received reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

IN WITNESS WHEREOF, PCPHA and RC have executed this MOU on the day and year set forth below.

Plumas County Public Health Agency, a political subdivision of the State of California

N Reinert — 2/21/25

Nicole Reinert, Director Public Health Agency — Date

Roundhouse Council, Inc., a non-profit corporation

Danny Manning, CEO — Date

Lorena Gorbet, CFO — Date

Plumas County Board of Supervisors:

Kevin Goss, Chair — Date

ATTEST:

Allen Hiskey, Clerk of the Board

Date

Approved as to form:

Craig Settlemire
Counsel

EXHIBIT A

Invoicing and Payment Provisions

1. If RC performs any of the Medi-Cal Administrative Activities reimbursable to RC, PCPHA agrees to prepare and submit a claim to the State for reimbursement for the Medi-Cal Administrative Activities to the appropriate entities on RC's behalf.

2. County shall not be liable for any delays or denials of claims due to the reasons other than the sole negligence of willful misconduct of the County.

3. The Medi-Cal reimbursements received by PCPHA for claims made on behalf of RC, minus the administrative fee described below, shall be the sole compensation due to RC for Medi-Cal Administrative Activities performed. No other compensation shall be due or payable by the County to RC under this MOU.

4. PCPHA shall deduct an administrative fee in the amount of fifteen (15) percent from the RC's federal Medi-Cal reimbursement. The administrative fee covers the County's cost for providing trainings and materials, technical assistance and review and processing of the claiming plan and invoices.

Due Dates for submissions of Financial Records and Estimated Payment of Invoices in Fiscal Year:

Invoice Fiscal Year	Invoice Quarter	Invoice Period	Invoice Quarter Documentation Due Date	Estimated Payment of Invoices in Fiscal Year
2024-2025	1st	7/1/2024-9/30/2024	12/1/2026	FY 27/28
2024-2025	2nd	10/1/2024-12/31/2024	12/1/2026	FY 27/28
2024-2025	3rd	01/01/2025-03/31/2025	12/1/2026	FY 27/28
2024-2025	4th	04/01/2025-06/30/2025	12/1/2026	FY 27/28
2025-2026	1st	7/1/2025-9/30/2025	12/1/2027	FY 28/29
2025-2026	2nd	10/1/2025-12/31/2025	12/1/2027	FY 28/29
2025-2026	3rd	01/01/2026-03/31/2026	12/1/2027	FY 28/29
2025-2026	4th	04/01/2026-06/30/2026	12/1/2027	FY 28/29
2026-2027	1st	7/1/2026-9/30/2026	12/1/2028	FY 29/30
2026-2027	2nd	10/1/2026-12/31/2026	12/1/2028	FY 29/30
2026-2027	3rd	01/01/2027-03/31/2027	12/1/2028	FY 29/30
2026-2027	4th	04/01/2027-06/30/2027	12/1/2028	FY 29/30

EXHIBIT B

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"), Roundhouse Council, Inc., a non-profit corporation, referred to herein as Business Associate ("BA"), dated 7/1/24.

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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

BA shall make itself, and any Consultants, 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 Consultant, 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
County of Plumas, a political subdivision of the State of California

Name: Nicole Reinert

Title: Director Public Health Agency

Signature: N Reinert

Date: 2/21/25

BUSINESS ASSOCIATE
Roundhouse Council, Inc., a non-profit corporation

Name: Danny Manning

Title: CEO

Signature: _____

Date: _____

Name: Lorena Gorbet

Title: CFO

Signature: _____

Date: _____

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Mintier Harnish, a limited partnership (LP), for a Services Agreement term extension through September 30, 2025; No General Fund Impact - HCD/County Standard Agreement 22-CDBG-PL-2004; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Mintier Harnish, a limited partnership (LP), for a Services Agreement term extension through September 30, 2025.

Background and Discussion:
On August 11, 2023, Plumas County entered into a 36-month Standard Agreement with the State Department of Housing and Community development (HCD) under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas. Funds from this planning activity will be used to support disaster recovery planning and implementation, including the preparation of the Plumas County 2021 Wildfires Long-Term Recovery Plan Public Review Draft. On May 28, 2024, the Planning Department released a Request for Qualifications (RFQ) seeking professional services under the 2022 CDBG Planning grant inviting qualified respondents interested in providing professional services to Plumas County regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design. On July 16, 2024, the Board of Supervisors approved a Services Agreement for Mintier Harnish, as the preferred consultant based on the Evaluation Panel scoring. The Services Agreement executed is in the amount of $65,000 with no General Fund Impact, as funding is coming from the 2022 CDBG Planning grant (HCD/County Standard Agreement 22-CDBG-PL-20040). The term of the Services Agreement is July 16, 2024 through March 31, 2025. Because of a need for additional time to design, format, and prepare the 2021 Wildfires Long-Term Recovery Plan document, the parties desire to change the Services Agreement, through an amendment, and extend the term to September 30, 2025. Amendment 1, for time extension only, is attached to the staff report for consideration by the Board and is approved as to form by County Counsel. Note, the HCD/County Standard Agreement is through August 11, 2026.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Mintier Harnish, a limited partnership (LP), for a Services Agreement term extension through September 30, 2025.

Fiscal Impact:

No General Fund Impact. Paid for by HCD Standard Agreement 22-CDBG-PL-20040 with County under the 2022 CDBG Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas.

Attachments:
1. Mintier Harnish_Agreement_CDBG PL-20040_BOS 7.16.24_Executed
2. 5075 FINAL_Mintier Harnish_Amend 1

Services Agreement

This Agreement is made by and between the **COUNTY OF PLUMAS**, a political subdivision of the State of California, by and through its Planning Department (hereinafter referred to as "County"), and **Mintier Harnish** a limited partnership (LP) in the State of California (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in **Exhibit B**, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty-Five Thousand Dollars ($65,000.00).

3. Term. The term of this agreement shall be from July 16, 2024, through March 31, 2025, 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. Department of Housing and Community Development (HCD) 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas Standard Agreement 22-CDBG-PL-20040. Contractor shall comply with all requirements and obligations under the Standard Agreement (STD 213) in **Exhibit C**, attached hereto, including all paragraphs in Exhibits A, B, C, D, and E as attached and made a part of the Standard Agreement or otherwise incorporated by reference.

6. 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.

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 and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, , demands, liability, judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs, including reasonable 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 wrongful act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to reimburse defense costs 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.

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. The commercial general and automobile liability 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 the commercial general and automobile liability 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 commercial general and automobile liability 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. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions carried under the policies of insurance required.

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, such consent to not be unreasonably withheld, delayed or conditioned.

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 shall 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:

Planning Department
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Tracey Ferguson, Planning Director

Contractor:

Mintier Harnish, LP
1415 20th Street
Sacramento, CA 95811
Attention: James Ned "Jim" Harnish, JD, Principal/Owner

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:

Mintier Harnish, LP

By:_____
Name: James Ned Harnish
Title: General Partner
Date signed: July 18,2024

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 7.16.2024

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: 7.16.2024

Approved as to form:

Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Task 1 – Design and Format a Comprehensive Recovery Plan Document

- Professional Layout Design. Contractor will create a visually appealing and easy-to-navigate document using Adobe InDesign. Contractor will establish a clean and consistent layout that integrates text, graphics, and visual elements harmoniously. This will include setting up master pages for uniformity in headers, footers, and pagination.
- Accessibility Considerations. To ensure the document is accessible to all, including those with disabilities, Contractor will follow best practices in document design. This includes using high-contrast color schemes, readable fonts, and alternative text for images and graphics.
- Brand Alignment. The design will align with County's branding and any existing visual guidelines, maintaining a professional and cohesive look throughout the document.

Task 2 – Assemble the Document with Provided Text, Graphics, Maps, and Photos

- Content Management. Contractor will organize and categorize all provided content (e.g., text, graphics, maps, photos) for efficient integration into the document. Contractor will use InDesign's extensive content management features to ensure each element is placed correctly and consistently.
- High-Quality Visuals. Contractor will optimize all visual elements to maintain high resolution and clarity, ensuring that maps, photos, and graphics are presented in a manner that enhances understanding and engagement.
- Version Control. Implementing a version control system will allow Contractor to track changes and updates to the document efficiently, ensuring that the most current content is always being used.

Task 3 – Create Up to Ten (10) Original Graphics and Icons

- Custom Graphics. Contractor will create original graphics (e.g., diagrams, charts, infographics) and icons, which may include simple maps, tailored to the content of the recovery plan. These elements will be designed to clearly and effectively convey complex information and data.
- Consistency in Style. The new graphics and icons will maintain a consistent style, color scheme, and visual language that aligns with the overall design of the document and enhances readability.
- Relevance and Clarity. Each graphic will be designed with a focus on relevance and clarity, ensuring that it supports and enriches the text it accompanies.

Task 4 – Conduct Minor Copy Editing as Directed

- Grammar and Spelling. Contractor will perform thorough reviews to correct any grammatical, spelling, or typographical errors.
- Consistency and Flow. Contractor will ensure consistency in terminology, style, and tone throughout the document. Minor copy edits will be made to enhance the flow and readability of the text.
- Adherence to Guidelines. Edits will be conducted in line with any provided style guides or editorial guidelines, ensuring that all content meets the County's standards.

Task 5 – Prepare Public Review Drafts #1 and #2 and the Final Adoption Document

- Draft Preparation. Contractor will prepare the first draft (Public Review Draft #1) incorporating all content and initial design elements. This draft will be formatted and presented for public review and feedback.
- Revisions and Updates. Based on feedback from Public Review Draft #1, Contractor will make necessary revisions and prepare Public Review Draft #2, ensuring all changes are accurately reflected and that the document evolves in line with stakeholder input.
- Final Adoption Document. After further review and final adjustments, Contractor will prepare the Final Adoption document. This final version will be polished, fully reviewed, and ready for adoption and distribution.

Task 6 – Coordinate Project Activities and Communications with the County

- Regular Updates. Contractor will provide consistent and timely updates to the County on project progress, milestones achieved, and upcoming activities. This includes detailed status reports and summaries after each significant phase.
- Clear Communication Channels. Establishing clear lines of communication will be crucial. Contractor will use email, project management software (Asana), and scheduled calls to ensure seamless interaction and quick resolution of any issues or queries.
- Responsive Coordination. Contractor will be responsive to the County's needs and any changes or additional requirements, ensuring that all project activities are aligned with the County's objectives and timelines.

Task 7 – Participate in up to Nine (9) Project Team Meetings

- Preparation and Agenda Setting. For each scheduled project meeting, Contractor will come prepared with an agenda, progress updates, and any discussion points or questions. This will facilitate productive and focused meetings.
- County and Stakeholder Engagement. Contractor will actively engage with County representatives and stakeholders during meetings, ensuring that their input is valued and incorporated into the project workflow.
- Action Items and Follow-ups. Post-meeting, Contractor will document action items and follow-up tasks clearly and distribute them to all relevant parties, ensuring accountability and continued progress toward project goals.

EXHIBIT B

Fee Schedule

The scope of services tasks in **EXHIBIT A** shall be competed for a cost **not to exceed $65,000.00** on a time and materials basis in according to the Contractor standard billing rates listed below:

Staff Member	Project Role	Billing Rate
Jim Harnish, Principal/Owner	Project Director	$280/hour
Ryan Lester, Project Manager	Project Manager	$210/hour
Nikki Zanchetta, Planner	Planner	$175/hour
Hannah Woolsey, Planner	Planner	$175/hour
Theda Justiniani, Office Manager	Administrative, Invoicing	$140/hour

Contractor shall invoice monthly on a percent-completed basis for work performed the prior month, up to the total amount stated herein. County shall make payment on Contractor's properly submitted monthly invoices within ninety (90) days receipt.

EXHIBIT C

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)
2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PLAN FOR GREENVILLE AND
SURROUNDING FIRE-IMPACTED RURAL AREAS
STANDARD AGREEMENT 22-CDBG-PL-20040
EXHIBITS A, B, D, AND E AND EXHIBIT C INCORPORATED BY REFERENCE

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-CDBG-PL-20040	

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 NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:

$250,000

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	7
	Exhibit C *	General Terms and Conditions	04/2017
+ -	Exhibit D	CDBG Program Terms and Conditions	25
+ -	Exhibit E	Program Application	11

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	CITY	STATE	ZIP
555 Main Street	Quincy	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE
TRACEY FERGUSON	PLANNING DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Tracey Ferguson	8/3/23

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-CDBG-PL-20040	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development (HCD)			
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Avenue	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Synthia Rhinehart	TITLE Contracts Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Synthia Rhinehart	DATE SIGNED 8/11/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the “Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the federal System of Award Management Assistance Listings (formerly Catalog of Federal Domestic Assistance) as 14.228 - CDBG -Community Development Block Grant Program. In accepting this reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee’s Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to

EXHIBIT A

comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:

1) Benefit to Low/Moderate Income Persons or Households,

2) Urgent Need, or

3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. <u>Effective Date and Commencement of Work</u>

A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.

B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. <u>Term of Agreement and Performance Milestones</u>

A. Term of Agreement: The Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement ("Contract Expiration Date". Any extensions beyond the 36 months will require the Department's approval and a contract amendment.

EXHIBIT A

B. Expenditure Deadline: All costs to be reimbursed with Program funds shall be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213. Costs incurred after the Expenditure Deadline are not eligible for reimbursement.

1) Reporting Deadlines:

a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than the Contract Expiration Date.

b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Contract Expiration Date deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.

C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E.

1) Failure to Meet Milestones:

a) Failure to meet the first milestone identified in Exhibit E, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

2) Failure to meet any given subsequent milestones identified in Exhibit E, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

EXHIBIT A

3) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

D. **Scope of Work Revisions and Amendments**

1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

   a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.

   b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.

2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:

EXHIBIT A

a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.

b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

E. **State CDBG Program Contract Management**

1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager(s) of the State CDBG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address*:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 890-6819
Email: CDBG@hcd.ca.gov

**Due to the telework policy in place for the State of California communications should be done electronically to ensure timely response.*

2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

EXHIBIT A

a) Financial Reports (Funds Requests);

b) Activity Reports;

c) Semi-Annual Reports;

d) Annual Reports;

e) Submittal of any and all requested supporting documentation;

f) Standard Agreement Revisions (non-material contract changes); and,

g) Standard Agreement Amendments (material contract changes).

3) Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

4) **Capacity to Contract**: Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

5) **Authority to Execute**: Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department

EXHIBIT A

determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E.

B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,

2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports narrative section required for such activity and provide supporting documentation. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Policy Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq., and an authorization to incur costs from the Department has been received or the contract has been fully executed.

B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.

C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

EXHIBIT B

D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.

E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, the funds that are not able to be spent in their entirety prior to the Expenditure Deadline or that have not been drawn prior to the Contract Expiration Date will be subject to disencumberance by the Department in its sole and absolute discretion.

F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Project Budget, will **not** be paid with CDBG funds.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

EXHIBIT B

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, upon presentation of a financial reporting form, and supporting documentation of the cost eligibility. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount documented as having been incurred.

1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when a funds will next be requested

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted no later than sixty (60) days after the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement.

2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to

EXHIBIT B

the Expenditure Deadline of this Agreement.

3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State procedural guidance for grantees. All returned funds will be disencumbered.

4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department within 60 days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement, the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line-item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

EXHIBIT B

B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

1) All costs to be reimbursed with Program funds must be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213.

The Final Financial Report for the activity must be marked final and submitted within sixty (60) days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B). Financial Reports submitted after this date will not be eligible for reimbursement.

B. Closeout Procedure: The Grantee must submit the following at the completion of the activity:

1) A Final Activity Report that includes all required reporting data for the activity;

2) A filed Notice of Completion (if applicable);

3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto;

4) Proof of publication of public hearing/meeting that shows compliance with public participation requirements to report the closure of the grant and the results of the completed activity;

5) Close out Certification Form signed by the Grantee's authorized signer;

6) Project Completion Report; and

7) Disencumbrance of Funds form (if applicable).

EXHIBIT B

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Contract Expiration Date, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted upon the completion of the activity or no later than the Contract Expiration Date. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

C. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification
CFDA Number: 14.228

1. **Definitions**

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.

1) Acquisition (§ 5305 (a)(1))

2) Public Improvements (§ 5305 (a)(2))

3) Public Facilities (§ 5305 (a)(2) and (5))

4) Code Enforcement (§ 5305 (a)(3))

5) Housing Rehabilitation (§ 5305 (a)(4))

6) Public Services (§ 5305 (a)(8))

7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19)

8) Business Financial Assistance (§ 5305 (a)(17))

9) Microenterprise Assistance (§ 5305 (a)(22))

10) Homeownership (§ 5305 (a)(24))

B. “Activity Budget” means the budget included in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. These costs must be cost reasonable and directly tie to the completion of the activity to meet a National Objective.

D. “Activity Reports” are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. “Department” means the California Department of Housing and Community Development.

EXHIBIT D

F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds. Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when funds will next be requested.

G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).

H. “Grantee” means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.

I. “Pre-Agreement Costs” are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.

J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

K. “Program Guidelines” means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

L. “Program Income”, as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

EXHIBIT D

M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E. All CDBG funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

4. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

EXHIBIT D

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).

1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.

2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.

3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:

a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

b) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.

d) Withhold further and/or future awards of CDBG funds.

e) Request that HUD initiate federal suspension debarment proceedings.

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f) Take other remedies that may be legally available, including, but not limited to:

g) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. <u>Severability</u>

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 Grantee 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.

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6. Waivers

No waiver or 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 Grantee 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.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.

B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.

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B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. Equal Opportunity Requirements and Responsibilities

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974

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prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

D. Affirmative Outreach:

1) Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a Nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

Contractor subrecipients or its Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

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E. Equal Access for Disabilities

1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1. 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;

2) The California State Department of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

11. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

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A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

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13. Environmental Compliance

A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

B. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

F. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they

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apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

G. Grantee shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CDBG funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

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15. Procurement of Recovered Materials

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

1) are not reasonably available in a reasonable period of time;

2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

1) the Contractor purchases in excess of $10,000.00 of the item under this Agreement; or

2) during the preceding federal fiscal year, the Contractor:

a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

b) purchased a total of in excess of $10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

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B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. <u>Prevailing Wages</u>

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction

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contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. Contractors and Subrecipients

A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.

C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. Requirements for Economic Development Activities

A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

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B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

21. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. Reporting Requirements

A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional

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detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Contract Expiration Date as defined in Exhibit A.

C. Final Activity and Financial Reporting Deadline: Grantee shall complete by deadlines shown in Exhibit B Section 6 “Grant Closing Requirements”.

D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursal of, and accounting for, funds paid to the Grantee under this Agreement.

A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of $100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.

B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement;

C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are

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the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.

E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. Reversion of Assets

Upon expiration of this Agreement, Grantee shall disencumber any CDBG funds, excluding Program Income, remaining in the contract at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of $25,000.00 shall be either:

A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.

B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

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25. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

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28. Insurance

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No

EXHIBIT D

Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

29. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the Unites States may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract

EXHIBIT D

or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

32. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional

EXHIBIT D

restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

34. <u>False, Fictitious or Fraudulent Claims</u>:

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Detecting, Preventing, and Reporting FRAUD

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused.

HCD wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

Combatting Fraud

EXHIBIT D

The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone.

HUD relies on HCD and CDBG NOFA applicants to combat CDBG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement or Whistleblower related matters for the CDBG program to the Office of Inspector General.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDBG program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov
By Phone: Call toll free: 1-800-347-3735
By Fax: 202-708-4829
By Mail:
Department of Housing & Urban Development.
HUD OIG, Office of Investigation, Room 1200
Field Office
One Sansome Street
San Francisco, CA 94104
(213) 534-2518

HUD OIG, Office of Investigation
Suite 4070
Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012
(213) 534-2518

Activity: County of Plumas Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Linked Form Applications
Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Linked Form Profile

EXHIBIT E

Award Number
22-CDBG-PL-20040

PO Number

Section I

Activity Category
Planning

Activity (P)
20A State Planning-Only Activities

National Objective (P)
(LMA) Low/Mod Area Benefit

Check this box if the activity is in support of housing
This activity supports housing

Section II

Measure Indicator (P)
Persons Assisted

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.
https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf

Number of Beneficiaries
1,910

Please indicate the proposed number of beneficiaries of this activity. ###### LMA - Number of LMI persons in service area that will benefit.###### LMC - Number of LMI persons that will benefit###### LMH - Number of households that will benefit###### LMJ - Number of jobs created/retained

Presumed Benefit Types

Additional Benefit Types

Section III

Please enter the legal Non-Entitlement Jurisdiction Name as the Organization Name. Example: City of Sacramento.

Organization Name
County of Plumas

Organization Street Address
555

Organization Street Name
Main Street

Organization City
Town of Quincy

Organization State
California

Organization Zip Code
95971-9143

Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative. ###### Use the HUD LMSI mapping tool located at https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd###### Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code
063

Census Tract
4

Census Block Group(s)
02, 03

Does this activity occur on more than one Census Tracy and Block Group?
No

Are you using an income survey?
No

Low Mod percentage
56.02

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title
County of Plumas Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Activity Street Address:
555

EXHIBIT E

Activity Street Name:
Main Street

Activity Suite:

Activity City:
Town of Quincy

Activity State:
California

Activity Zip Code:
95971-9143

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.###### By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

EXHIBIT E

Activity Description

The Dixie Fire began Tuesday, July 13, 2021, and burned nearly 1 million acres of land across five counties: Plumas, Butte, Lassen, Shasta, and Tehama, before it was considered contained October 25, 2021, 103 days later. It is the second largest wildfire in California history after the August Complex Fire.

Funds from this new planning activity application will be used to support a Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Plan) inside the 2021 Dixie Fire burn scar (e.g., Canyon Dam, Indian Falls, outlying areas of Chester, and Warner Valley), intended to address the recovery needs of this rural area while also holistically approaching recovery countywide. The Town of Greenville was one of the most heavily impacted areas, with approximately 75% of the Town's structures destroyed by the fire. Greenville's historic Main Street and central business district, and over 500 homes and businesses were destroyed.

The Plan will include the mechanisms necessary to build sufficient infrastructure to address transportation needs, develop social services, foster economic development, and support other community development needs and to implement effective housing planning, housing production, and housing recovery.

The intent of the Plan is to interface with other recovery plans, including economic development recovery plans and any infrastructure recovery plans prepared by Cal OES, FEMA, U.S. Forest Service, Cal Fire, and any other recovery plans deemed necessary by the County, including plans potentially proposed by the Governor's Office of Planning and Research and Caltrans. This planning grant will ensure that recovery planning is fully integrated with these other recovery plans and that all Dixie Fire recovery plans complement one another and, together, are comprehensive throughout the County. This Plan will address identified planning gaps for addressing recovery needs comprehensively.

This planning activity is also intended to support onboarding of sufficient staff and consultants to support the potential use of CDBG Disaster Recovery funds from the 2021 Disaster Recovery allocation identified in Federal Register notice 2022 - 10969 which identifies the County of Plumas as a Most Impacted and Distressed (MID) community. While the 2021 Disaster Recovery Action Plan is still in development, the expectation is that a substantial portion of the available funding will be provided directly to the County to support recovery. Onboarding staff and consultants with expertise in CDBG-DR implementation and related capacities is imperative because CDBG – Disaster Recovery funds operate under a different federal structure with diverging rules and requirements than other state and federal funds. A component of the proposed Plan will be to analyze the capacity gaps and needs for hiring and/or procuring professionals to effectively leverage the CDBG-DR funds with local, state, federal, philanthropic, and other resources.

The community outreach will be completed within 12 months of Standard Agreement Execution, while the Draft Plan will be prepared within 24 months, and the final Plan Rollout will be achieved within 36 months of Standard Agreement Execution.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Task Narrative

Task 1 - Prepare Request for Proposal and select consultant(s)
Task 2 - Conduct Community Outreach
Task 3 - Complete Draft Recovery Plan
Task 4 - Produce Disaster Recovery Plan Rollout Strategy and Schedule
Task 5 - Adopt Final Disaster Recovery Plan
Task 6 - Closeout

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Detailed Scope of Work - Deliverable Narrative
Task 1 - Request for Proposal and Consultant(s) Contract(s)
Task 2 - Community Outreach Plan
Task 3 - Draft Recovery Plan
Task 4 - Disaster Recovery Plan Rollout Strategy and Schedule
Task 5 - Final Adopted Disaster Recovery Plan
Task 6 - Closeout documentation

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?
No

Do you want to add additional optional milestones?
No

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1
Execute the standard agreement

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2
Community Outreach – Completed within 12 months of Standard Agreement Execution

Milestone #3
Draft Plan – Completed within 24 months of Standard Agreement Execution

Milestone #4
Disaster Plan Rollout – Completed within 36 months of Standard Agreement Execution

Confirmation of Closeout - Milestone #10
Complete the closeout process

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Planning Statement of Need and Proposed Outcome
Beginning in July 2021, the largest single wildfire in recorded California history tore through 963,000 in rural northern California. It burned for three months, and destroyed the Town of Greenville, as well as a handful of smaller census designated places in the surrounding area. Impacts have been felt across the region, even in communities where structural damage was minimal, with substantial impacts to the timber and tourism industries that are the lifeblood of the regional economy.

Based on US 2020 Census data, Greenville and its surrounding rural census blocks had the highest levels socio-economic vulnerability of any of the communities in the Dixie Fire burn scar, pre-fire. It's population as of 2020 was 1,026 with a median age of 51.2 with 16.1% being veterans. The median household income was $32,344 compared to the state average of $78,672. There were approximately 595 housing units with 69.8% homeowners. Approximately 34.7% of renters were paying less than $500 rent while 65.9% were paying between $500 and $999. A large number, 24.6% have some type of disability with the largest percentage having ambulatory issues. All this to say that without serious and deliberate planning Greenville and the surrounding rural areas will be hard pressed to build back both for homeowners as well as meeting the needs of the rental population.

Greenville was a hub for the rural northern-central part of Plumas County and was home to many small businesses and workers. Most of the community members who lived in Greenville, or the surrounding area are unable to return because there are virtually no services, facilities, or infrastructure left, for example, no housing, few businesses, no operational banks, and compromised internet.

The success of Greenville and its surrounding area is critical to the recovery of the entire County. Without a Plan for recovery that hones-in on the needs of this geography and the affected area, the County population will not be able to return and the delay to recovery in these communities will be significant and negatively impact the economic resiliency of this rural region.

Recognizing that only $14.7 million is available under the Federal Register Notice 2022 – 10969 in response to the Dixie fire, the unmet need is expected to be substantially higher than the money made available. To ensure that the communities of Greenville and the rest of the disaster impacted areas of the County have their recovery needs met, it is going to be exceptionally important that every CDBG and CDBG-DR dollar be leveraged with other funding sources: It must future annual CDBG dollars, potential CalHome dollars, MHP, Caltrans, Cal OES, Cal Fire, US Forest Service, and other funding opportunities. The CDBG planning grant funding for the Greenville area as part of the comprehensive Plumas County Disaster Recovery Plan is intended to support funding endeavors to bridge the recovery funding gap and allow the County to identify and start building the capacity necessary to operate in this complex funding environment and bring on the diverse professionals, consultants, and/or staff to effectively administer all aspects of disaster recovery.

The Need Statement presents facts and evidence to support the need for your planning activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are both factual and of human interest.

Planning Statement of Need Documentation
Third party assessment of need, Published documentation of need

Upload documentation of Need and Proposed Outcomes
2022_0517-Dixie-Fire-Recovery_Phase 0 Report.pdf

Upload documentation of Need and Proposed Outcomes
SocialSafetyNet_plumas-needs-assessment-v.4.pdf

Upload documentation of Need and Proposed Outcomes
Behavioral Health KIIT_HUD Site Visit DR-4610 Briefing Packet.docx.pdf

Provide a detailed description of the population that will benefit from the implementation of the provide and how that population meets a national objective. Description should include if the population is a protected class, presumed benefit, or has some other shared characteristic, has been impacted by a disaster, is vulnerable due to environmental, economic, or community factors, or has other special characteristics.

EXHIBIT E

Describe the population that will benefit
This planning effort is designed to ensure that the recovery of Greenville and its surrounding area is based in the needs of the local families, local businesses, and low-income households most drastically impacted by the fires and who will depend most on an inclusive approach to recover for their ongoing economic and social well-being.

Greenville's most vulnerable community members are the elderly, veterans, and tribal members. These populations are wanting to rebuild homes and businesses. The Plan and community outreach process will bring in underserved and vulnerable populations to understand needs and priorities, for example, engaging with the Maidu communities throughout Greenville/Indian Valley. The devastating loss of the Greenville Rancheria's medical and dental facility as well as their educational building, along with housing loss, will lend an opportunity to bring the Maidu community front and center in the recovery Plan process for the future of the town of Greenville.

Provide a narrative describing your planned community outreach for this planning activity.
Community outreach will be built into the planning effort and will build on considerable efforts to date conducted by the Dixie Fire Collaborative. Once the consultant(s) is procured, a key component of the work plan will be to review all previously submitted community input, evaluate stakeholder engagement to date, identify gaps, and create a community engagement plan that is woven into the larger Disaster Recovery Plan. The objective is to engage Greenville and surrounding fire-impacted areas through, for example, community workshops, listening sessions, targeted population group meetings and implement "block captains" to better understand neighborhood level needs and priorities. Public engagement surrounding a recovery Plan after a catastrophe builds hope, trust, and confidence in government, relationships, new leaders, and opportunities to improve long-standing community challenges. To capture these benefits throughout the process, the public engagement rollout of the Plan must be both deliberate and strategic.

Please include a narrative describing your staff and/or contractor/subrecipient expertise:
The County of Plumas has an experienced Planning Director, Tracey Ferguson, AICP, who has over 21 years of experience in private and public sector leadership specializing in land use planning, disaster recovery planning, preparation of general and specific plans, housing, water resources, airport land use compatibility planning, risk management, CEQA, entitlement coordination, and permit processing.

Director Ferguson has been integrally involved in the recovery efforts of the County following the Dixie Fire, for example, from preparing the necessary housing and debris urgency ordinances with County Counsel for adoption by the Board of Supervisors, to approving Zoning Clearance Certificates for disaster recovery uses, working with state and federal partners to permit temporary emergency structures, and serving as the County-lead on the Greenville historic buildings preservation mission. Director Ferguson has also led the long-term recovery efforts to-date with a working group made up of County, State, and Federal governmental staff; non-governmental stakeholders; and the Dixie Fire Collaborative.

Plumas County is the recipient of a FEMA long-term recovery disaster planner (Disaster Recovery Manager) who will be responsible for grant coordination, managing consultant contracts, Plan preparation, and community engagement related to the recovery effort.

To prepare this Plan, the County of Plumas will procure consultant(s) with experience in community engagement, grants management including cross-cutting federal regulatory compliance, environmental review, and project management.

Attached are the resumes and duty statements for the Planning Director and the Disaster Recovery Manager, a flow chart for the core team members and anticipated contractors, as well as a high-level organizational chart, organized by Recovery Support Function, for the additional recovery partners such as the state and federal government, Dixie Fire Collaborative, and community organizations.

Provide documentation of your planning team qualifications.

Duty Statements/Resumes
DutyStatements_Resumes_Plumas.pdf

Activity Flow Chart
PLUMAS COUNTY_ORG CHART.pdf

Organization Flow Chart
DFC_COUNTY_STATE FED_ORG CHART.pdf

Indicate the number of grants managed in the last 48 months
4 or more grants

List the grants managed in the last 48 months.
1. California Office of Emergency Services, Plumas County Local Hazard Mitigation Plan (LHMP) - $73,971 (complete)
2. California Homeless Coordination and Financing Council, Homeless Housing COVID-19 Emergency Homelessness Funding (SB 89) - $10,000 (complete)
3. California Department of Water Resources Disadvantaged Community Involvement (DACI) Grant Program, Mountain Counties Funding Area - small and local water systems analysis $45,000 (complete)
4. State Department of Housing and Community Development SB 2 Planning Grants Program Implementation - pre-approved construction document sets $160,000 (not started)
5. State Department of Housing and Community Development LEAP (Local Early Action Planning Grant) Local Government Planning Support Grant Program - $65,000 (kick off winter 2022))
6. State Department of Housing and Community Development REAP (Regional Early Action Planning Grant) Local Government Planning Support Grant Program - pre-development costs for affordable housing project $121,517 (kick off fall 2022)
7. California Homeless Coordination and Financing Council, Homeless Housing, Assistance and Prevention Grant (HHAP Round 1) - rapid re-housing and operating subsidies for transitional housing $50,201.53 (kick off summer 2022)
8. California Homeless Coordination and Financing Council, Homeless Housing, Assistance and Prevention Grant (HHAP Round 2) - rapid re-housing and operating subsidies for transitional housing $22,949.00 (kick off summer 2022)
9. California Department of Water Resources Sustainable Groundwater Management Grant - $2,000,000 (will be complete fall 2022)
10. California Department of Water Resources Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant - construction projects for water sustainability and reliability $1,002,536 (in process)
11. California Fire Safe Council, County Coordinator Program, CAL FIRE - $175,000 (in process)
12. California Microbusiness COVID-19 Relief Grant Program, California Office of Small Business Advocate - $22,500 (completed summer 2022)
13. CDBG Cares Act CV-1 (Public Health Senior Nutrition Program) - $81,532 (in process to be complete by end of 2022)
14. CDBG Cares Act CV-2 (PCIRC Dragonfly Café) and CV-3 (Small Business Assistance) - $673,462 (in process CV-2 to be complete 2022 and CV-3 into 2023)

Provide a narrative listing your partners and collaborators
The County department staff will partner with the approved procured consultant firm (unknown at this time) to prepare the plan. In addition, the County's Planning Director will collaborate with the hired firm, community members, long-term wildfire disaster recovery group (e.g., Dixie Fire Collaborative - other partner), and Board of Supervisors on the final plan. A sample RFP for procurement of a consultant(s) is included.

List of collaborators/partners
Non-Profit service providers, Other partner (describe in narrative and specify that it is "Other partner")

For documentation please upload adopted Memorandum of Understanding, Agreements, Contracts, Resolutions, Board Motions, or other formally approved documentation showing that the governing bodies of the different partner agencies have acknowledged the partnership/collaboration and are engaged in the effort. A signed letter of partnership/collaboration is NOT sufficient evidence of partnership unless it is signed by all parties in the collaboration/partnership, and has been recognized by the governing body of the responsible organization.

Partners/Collaborators Supporting Documentation
Purpose Statement of the Dixie Fire Collaborative.pdf

Partners/Collaborators Supporting Documentation
SampleRFP_Recovery_Plan_Consultant_DRAFT.pdf

Partners/Collaborators Supporting Documentation
PlumasCounty_Census_Tract 4_Block 2_Block 3.pdf

Partners/Collaborators Supporting Documentation

Partners/Collaborators Supporting Documentation

Partners/Collaborators Supporting Documentation

Do you have a signed agreement with a contractor/subrecipient?
Planning application - procurement in process

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II*to*part_200

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?
No

Applicant must be in compliance with HSC §25395.99 https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html. For more information about Land-Use Controls please visit https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml.

View Budget Worksheet

View Application Goals

Original Submission Date (for re-submissions)

Threshold Criteria

Can you confirm that the funding requested is gap funding?
Yes

Upload proof of certification

Additional proof of certification

FIRST AMENDMENT TO SERVICES AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND MINTIER HARNISH

This First Amendment to Services Agreement ("Amendment") is made on March 18, 2025, between Plumas County, a political subdivision of the State of California ("COUNTY"), and Mintier Harnish a limited partnership (LP) in the State of California ("CONTRACTOR") who agrees as follows:

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

    a. PLUMAS COUNTY and Mintier Harnish have entered into a written Services Agreement dated July 16, 2024 (the "Agreement"), in which Mintier Harnish is providing design, formatting, and document preparation services for the 2021 Wildfires Long-Term Recovery Plan through funding provided by the State Department of Housing and Community Development (HCD) 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas under the County and HCD executed State Standard Agreement (22-CDBG-PL-20040).

    b. Because of a need for additional time to design, format, and prepare the 2021 Wildfires Long-Term Recovery Plan document, the parties desire to change the Services Agreement.

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

    a. Paragraph 3 is amended to read as follows:

    > Term. The term of this agreement shall be from July 16, 2024, through September 30, 2025, unless terminated earlier as provided herein.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Services Agreement, all provisions of the Services Agreement dated July 16, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Mintier Harnish, LP

By:_____
Name: James Ned Harnish
Title: General Partner
Date signed:

COUNTY:

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

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

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 3 to agreement between Plumas County and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) for a Funding Agreement term extension through March 31, 2025, for the Dragonfly Cafe Project; No General Fund Impact - HCD/County Standard Agreement 20-CDBG-CV2-3-00299; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign amendment no. 3 to agreement between Plumas County and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) for a Funding Agreement term extension through March 31, 2025, for the Dragonfly Cafe Project.

Background and Discussion:
Plumas County and Plumas Crisis Intervention & Resource Center (PCIRC) entered into a written Funding Agreement dated March 3, 2023, which was first amended on February 6, 2024, and amended for a second time on September 17, 2024, in which PCIRC received funding from the Department of Housing and Community Development of the State of California under County executed Grant Agreement Number 20-CDBG-CV2-3-00299.

This Third Amendment to Funding Agreement is because of an approved extension of time under the State Grant Agreement Number 20-CDBG-CV2- 3-00299, through March 31, 2025.

The PCIRC Dragonfly Café Project is located at 463 Main Street, Quincy. The grant funding has supported the payment of the permits required (e.g., Caltrans encroachment permit, County building permit, and County environmental health permit) for tenant improvements, contractor project management costs, and purchase of equipment and supplies for the restaurant facility renovations. Job training for PCIRC clients through Dragonfly Café employment will include culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service and is anticipated to begin in 2025, with the restaurant being open to the public.

Action:

Approve and authorize Chair to sign amendment no. 3 to agreement between Plumas County and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) for a Funding Agreement term extension through March 31, 2025, for the Dragonfly Cafe Project.

Fiscal Impact:

No General Fund Impact - HCD/County Standard Agreement 20-CDBG-CV2-3-00299.

Attachments:
1. Plumas_HCD_CV2-3_PCIRC_FundingAgreement_EXECUTED
2. Plumas_HCD_CV2-3_PCIRC_FundingAgreement_Amend 1_BOS 2.6.24_EXECUTED
3. 20-CDBG-CV2-3-00299_Plumas_PCIRC Amd No. 2_Executed
4. 5071 A3 FINAL_PCIRC Amend 3

FUNDING AGREEMENT

COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR NON-ENTITLEMENT JURISDICTIONS
TRANCHES 2 AND 3 HEREINAFTER "CDBG-CV2-3" OR THE "PROGRAM"

This FUNDING AGREEMENT is entered into by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as "County") and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) (hereinafter referred to as "Contractor"), or collectively the PARTIES.

A. PURPOSE:

Department of Housing and Community Development of the State of California ("State" or "HCD") has executed Grant Agreement Number 20-CDBG-CV2-3-00299 ("Grant Agreement") with the County to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time.

The Contractor grant scope of work includes the engineering plans and contractor renovation work to existing building in downtown Quincy to develop a public facility named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. County retains the Administrative fee.

B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits A, B, C, and D as attached and made a part of the Grant Agreement.

2. Complete work, more particularly described in the Scope of Work (Attachment 2), along with background and activity summary information.

3. Adhere to Budget (Attachment 3).

4. Expend all Program grant funds no later than December 19, 2023. Reimbursement is not permitted for activities occurring prior to December 20, 2021.

5. Submit grant invoice to County no more frequent than monthly or no less frequent than quarterly. Invoice shall have sufficient back up to document costs. Each invoice shall include project reporting in accordance with the Grant Agreement terms (Exhibit B, Paragraph 4 – Method of Payment).

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed one-hundred and thirty-six thousand and zero cents ($136,000.00) to Contractor, as set forth in the Budget (Attachment 3).

2. Timely payments will be made to Contractor not to exceed 30 days after date of Contractor invoice.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this agreement shall be through December 19, 2023, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 20, 2021 to date of approval of this Funding Agreement by the Board of Supervisors.

2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit D, Paragraph 5 – Termination and Remedies for Noncompliance).

3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.

4. AMENDMENT GRANT AGREEMENT. Amendments by the Contractor to the Grant Agreement may be modified at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Exhibit A, Paragraph 6 – Scope of Work Revisions and Amendments and Exhibit B, Paragraph 5 – Budget Revisions and Amendments). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.

5. AMENDMENT FUNDING AGREEMENT. Amendments to this Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.

6. 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.

7. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.

8. ASSIGNMENT. Contractor may subcontract its interest in this Funding Agreement.

9. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.

10. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.

11. CONFLICT OF INTEREST. The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.

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

13. NOTICES. Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor
Scott McCallum, Executive Director
PCIRC
P.O. Box 3005
Quincy, CA 95971
Email: smccallum@pcirc.com
Email: highsierragrants@yahoo.com

County
Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this Funding Agreement, each individual represents that he or she is fully authorized to execute and deliver this Funding Agreement and the County demonstrates that Contractor is aware of and will comply with the provisions of the Grant Agreement between State and County.

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

COUNTY OF PLUMAS

Dwight Ceresola 02/07/2023

Dwight Ceresola DATE
Chair, Board of Supervisors

ATTEST

Heidi White
Clerk of the Board

PCIRC

3/3/23

Scott McCallum DATE
Executive Director

Approved as to form:

Joshua Brechtel
Deputy County Counsel

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)Y
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 20-CDBG-CV2-3-00299
CDBG-CV2-3 GRANT
EXECUTED DECEMBER 20, 2021
SEE EXHIBITS A, B, C, and D

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-CDBG-CV2-3-00299	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development (HCD)

CONTRACTOR NAME
County of Plumas

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:
$150,000.00

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	8
	Exhibit B	Budget Detail and Payment Provisions	7
	Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ -	Exhibit E	Program Application	222

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	CITY	STATE	ZIP
520 Main Street	Quincy	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE
Gabriel Hydrick	County Administrator

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	12/13/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-CDBG-CV2-3-00299	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development (HCD)			
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Avenue	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Shaun Singh	TITLE Contracts Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Shaun Singh	DATE SIGNED 12/20/2021		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the “Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee’s Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

EXHIBIT A

writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:

- An activity that benefits low- and moderate-income (LMI) persons
- An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
- An activity that aids in the prevention or elimination of slums or blight

3. Duplication of Benefits (DOB)

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

EXHIBIT A

Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee a and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.

B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. Term of Agreement and Performance Milestones

A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

EXHIBIT A

B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

EXHIBIT A

completed, or the activity is canceled.

2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

6. <u>Scope of Work Revisions and Amendments</u>

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

a) an increase or reduction of activity scope;

b) a change in National Objective; or a

c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

2) Contract Revisions may include but not be limited to:

a) Adjustments that:

i. Itemize the scope of work;

ii. Revise milestone deadlines except for first and last milestones; and/or

iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.

b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

EXHIBIT A

changing the overall budget.

B. Contract Amendments:
   1) Adjustments to the Scope of Work that:

      a) Require an increase or a reduced scope of work:

      b) Change the National Objective; or

      c) Change the type or reduces the number of beneficiaries assisted

   shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

   2) Contract Amendments may include but not be limited to:

      a) Adjustments that:

         i. add scope beyond what was included in the original application;

         ii. reduce scope such that the activity is materially different from the original application; or

         iii. reduce estimated beneficiary counts.

         iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:
   If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

3) Financial Reports (Funds Requests);

4) Activity Reports;

5) Semi-Annual Reports;

6) Annual Reports;

7) Submittal of any and all requested supporting documentation;

8) Standard Agreement Revisions (non-material contract changes); and,

9) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

EXHIBIT A

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.

B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,

2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.

B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.

C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

EXHIBIT B

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.

E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.

F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of $1,000.00, except for the final funds

EXHIBIT B

request, which must be marked “Final”. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee’s discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.

2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department’s consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

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referenced in Exhibit A, Section 5 of this Agreement.

2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.

3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.

4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

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the overall budget.

3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.

2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

1) A Final Activity Report that includes all required reporting data for the activity;

2) A filed Notice of Completion (if applicable);

3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,

4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

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If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

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CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001
CFDA Number: 29.019
Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
   1) Acquisition (§ 5305 (a)(1))
   2) Public Improvements (§ 5305 (a)(2))
   3) Public Facilities (§ 5305 (a)(2) and (5))
   4) Public Services (§ 5305 (a)(8))
   5) Business Financial Assistance (§ 5305 (a)(17))
   6) Microenterprise Assistance (§ 5305 (a)(22))

B. “Activity Budget” means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. “Activity Reports” are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act.

F. “Department” means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

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and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of $1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.

H. “Grantee” means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.

I. “Pre-Agreement Costs” are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.

J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

K. “Program Guidelines” means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

L. “Program Income”, as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.

2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.

3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:

a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.

e) Request that HUD initiate federal suspension debarment proceedings.

f) Take other remedies that may be legally available, including, but not limited to:

(i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. Severability

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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 Grantee 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.

7. Waivers

No waiver or 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 Grantee 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.

8. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non--compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.

B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. Compliance with State and Federal Laws and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.

B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq.,2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. Equal Opportunity Requirements and Responsibilities

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. <u>Environmental Compliance</u>

A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.

B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

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property list.

H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

16. Procurement of Recovered Materials

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

1) are not reasonably available in a reasonable period of time;

2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

1) the Contractor purchases in excess of $10,000.00 of the item under this Agreement; or

2) during the preceding federal fiscal year, the Contractor:

a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

b) purchased a total of in excess of $10,000.00 of the item both under and outside that contract.

17. <u>Contracting and Labor Standards</u>

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the

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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. Contractors and Subrecipients

A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.

C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

EXHIBIT D

CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

EXHIBIT D

23. Reporting Requirements

A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.

C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

24. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursal of, and accounting for, funds paid to the Grantee under this Agreement.

EXHIBIT D

A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of $100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.

B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;

C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.

E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. <u>Reversion of Assets</u>

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of $35,000.00 shall be either:

EXHIBIT D

A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.

B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

EXHIBIT D

accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

EXHIBIT D

B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

EXHIBIT D

employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Conflict of Interest

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the Unites States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the

EXHIBIT D

assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT D

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

ATTACHMENT 2

SCOPE OF WORK

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

Background

Plumas Crisis Intervention & Resource Center (PCIRC) is a non-profit organization established in 1983 and is now in its 38th year of providing services to Plumas County's most vulnerable populations. PCIRC is the point of Coordinated Entry for the homeless and a partner in the NorCal Continuum of Care.

PCIRC has collaborated with Plumas County in years past on multiple CDBG projects to establish homeless day shelters, food banks and family resource centers within the county. The agency houses and operates multiple programs under its umbrella including the following: Plumas County SAFE Program (victims of sexual assault); Plumas CASA (Court Appointed Special Advocate) Program; two homeless day shelters in Quincy & Portola, respectively; Mac Housing Program (emergency shelter, rapid re-housing, homeless prevention, street outreach & utility assistance); CalWorks Housing Program (for families with children); Plumas County Re-entry Warm-Hand Off Program (transitioning offenders and parolees); Ohana House Emergency & Transitional Shelter (8-bed congregate housing); Pathways Home (housing assistance for transitioning offenders & parolees); on-site food pantries and clothing & hygiene items for at-risk clients. PCIRC also serves as the fiscal agent for multiple food banks countywide. PCIRC has an additional office in Sierra County where it operates the Sierra SAFE Program which provides multiple services to victims of sexual assault and domestic violence.

Plumas County has a population of 19,790 people (2020 US Census) with 13.5% of its residents living in poverty. Plumas County's civilian unemployment rates jumped to 12.2% in February 2021 according to the Employment Development Department as many businesses were shut down or required to operate in reduced capacities due to COVID-19. The homeless, transitioning offenders and parolees have a more difficult time seeking, securing, and sustaining employment. They lack training, job experience and skills. Required employment documents have often been lost. And, they are not prepared with resume's, interview clothing and experience in passing job interviews. These issues create a swinging door system pushing them in and out of jails and probation/parole services. It is estimated that 50% of program participants seeking services with PCIRC have zero income and are homeless.

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

Activity Summary

PCIRC will have contractor perform renovation work to an existing building in downtown Quincy to develop a public facility named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. The Dragonfly Café will serve as a community training center, create on-site jobs, provide job placement regionally and support program participants in the retention of jobs. Topics will include culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service.

A component of the Training Program is to operate a store front restaurant several days per week under a soft opening to provide the full restaurant experience to program participants to learn the front and back house operations of a restaurant. Culinary classes will provide meals for the homeless and items for food bank distribution. Students, as part of their training program, will provide weekend restaurant services to secure program income for ongoing sustainability. The program will launch a series of unique food products to sell across local tourism sites and through a web-based shop. This will engage participants in training in the entrepreneurship side of running a business. Senior gourmet meals will encompass an additional future program component to help feed homebound elderly. Engaging program participants to help identify and meet community gaps builds self-confidence, establishes roots, and provides full engagement to embrace their communities.

This project compliments and builds on existing programming within Plumas County, including the Mise-En-Place program provided in-house at the Plumas County Jail. Inmates will have the opportunity to transition their skills beyond incarceration to complete safe-serve certificates and graduate from this program.

PCIRC operates a satellite food bank which will also be relocated to this site for food distribution addressing the high rates of food insecurity within the County. The site will create take-away meals for the homeless, Veterans, seniors, and other food insecure populations in Plumas County.

PCIRC is working with Chef Sean Conry who has experience with high-risk offenders within culinary programs and has designed a model program for this project. As an

essential public facility for the community and its members, PCIRC will provide intensive wraparound services as part of this programming to assure individual successes in the job market, in securing permanent housing and in individual family and life successes. Each program component will increase participant skills and marketability and lead to a decrease in the number of homeless and reoffending clients in the County.

Additional training components and certifications will be added in future phases. Upon graduation from the program, staff will assist participants with job location, placement, and retention services.

Scope of Work

1. Engineer/designer procurement
2. Preparation and submittal of construction documents and plans by engineer/designer
    a. Building permit(s) issued
3. Prime contractor procurement (including any sub-contractor procurement)
    a. Comply with the applicable federal requirements found in 2 CFR Part 200
4. Agency collaboration
    a. Caltrans and acquisition of encroachment permit
    b. County Environmental Health Department to obtain necessary permit(s), if any
5. Property facility renovations by contractor/subs
    a. Tenant improvements (e.g., wiring, HVAC, new flooring, new ADA bathroom, new condenser for walk in freezer, lighting, fans)
    b. Kitchen equipment and restaurant furnishings installed
6. Training program
    a. Culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service
    b. Soft opening
    c. Grand opening
7. Close out

ATTACHMENT 3

BUDGET

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV2 and 3 Allocation
Stage: Budget-to-Actual

Report Date: 11/18/2022
Requested By: Tracey Ferguson
traceyferguson@countyofplumas.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Dragonfly Cafe	Jobs, economic dev	0	$0.00	$0.00	$136,000.00	$0.00	TBD	$0.00	Direct Cost
Activity Total			**0**	**$0.00**	**$0.00**	**$136,000.00**	**$0.00**		**$0.00**	
General Administration										
	Dragon Fly Cafe	Plumas County	0	$0.00	$0.00	$14,000.00	$0.00		$0.00	Direct Cost
General Administration Total			**0**	**$0.00**	**$0.00**	**$14,000.00**	**$0.00**		**$0.00**	
Activity Delivery										
Activity Delivery Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**0**	**$0.00**	**$0.00**	**$150,000.00**	**$0.00**		**$0.00**	

Budget Report, Created by Tracey Ferguson, traceyferguson@countyofplumas.com, 11/18/2022
Source: eCivis™ Portal
http://www.ecivis.com/

FIRST AMENDMENT TO FUNDING AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER

This First Amendment to Funding Agreement ("Amendment") is made on February 6, 2024, between Plumas County, a political subdivision of the State of California ("COUNTY"), and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) ("CONTRACTOR") who agrees as follows:

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

    a. PLUMAS COUNTY and Plumas Crisis Intervention & Resource Center (PCIRC) have entered into a written Funding Agreement dated March 3, 2023, (the "Agreement"), in which Plumas Crisis Intervention & Resource Center (PCIRC) received funding from the Department of Housing and Community Development of the State of California ("State" or "HCD") under County executed Grant Agreement Number 20-CDBG-CV2-3-00299 ("Grant Agreement").

    b. Because of an approved extension of time under the State Grant Agreement and the need to include additional CDBG required contractual terms directed by the State, the parties desire to change the Funding Agreement.

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

    a. Paragraph B4 is amended to read as follows:

        4. Expend all Program grant funds no later than October 31, 2024. Reimbursement is not permitted for activities occurring prior to December 20, 2021.

    b. Paragraph D1 is amended to read as follows:

        1. TERM. The term of this agreement shall be through October 31, 2024, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 20, 2021 to date of approval of this Funding Agreement by the Board of Supervisors.

    c. The following paragraph D14 is added following paragraph D13:

        14. CDBG REGULATIONS. In accordance with the requirements of 24 CFR Part 570, including without limitation, the provisions

of 24 CFR Part 570.503 (Agreements with subrecipients), as follows:

I. Any real property under PCIRC's control that was acquired or improved in whole or in part with CD BG-CV funds in excess of $25,000 is used to meet one of the National Objectives in 24 CFR 570.208 for a period of five (5) years after expiration of the Funding Agreement; and

II. If the above requirement is not met, PCIRC shall pay PLUMAS COUNTY an amount equal to the current market value of the property acquired with CDBG-CV funds less any portion of the value attributable to expenditures of non-CD BG-CV funds for the acquisition of, or improvement to, the real property; and

III. PLUMAS COUNTY shall conduct an annual monitoring meeting of the facility use and operations within sixty (60) days following PCIRC's fiscal year end for the duration of the period of time referenced in subsection I. above; and

IV. If applicable, pursuant to 24 CFR 570.503(b)(3), Program Income, the Funding Agreement shall incorporate the Program Income requirements set forth in 24 CFR 570.504(c), including:

A. The requirement that Program Income be timely returned to PLUMAS COUNTY for proper accounting to the State.

B. The method that PCIRC shall use to track and report Program Income to PLUMAS COUNTY.

V. In coordination with the State, PLUMAS COUNTY and PCIRC shall correct the National Objective to "LMC" (Low Mod Limited Clientele), and PCIRC in coordination with PLUMAS COUNTY shall track and document in writing the number of beneficiaries of the program during the annual monitoring meeting referenced in subsection III. above.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Funding Agreement, all provisions of the Funding Agreement dated March 3, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3)

By:_____
Name: Kate Rahmeyer
Title: Executive Director
Date signed: 2/15/24

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 2/6/24

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed: 2/6/24

Approved as to form:
Craig Settlemire
Counsel

SECOND AMENDMENT TO FUNDING AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER

This Second Amendment to Funding Agreement ("Amendment") is made on September 17, 2024, between Plumas County, a political subdivision of the State of California ("COUNTY"), and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) ("CONTRACTOR") who agrees as follows:

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

a. PLUMAS COUNTY and Plumas Crisis Intervention & Resource Center (PCIRC) have entered into a written Funding Agreement dated March 3, 2023, (the "Agreement"), amended on February 6, 2024, in which Plumas Crisis Intervention & Resource Center (PCIRC) received funding from the Department of Housing and Community Development of the State of California ("State" or "HCD") under County executed Grant Agreement Number 20-CDBG-CV2-3-00299 ("Grant Agreement").

b. Because of an approved minor budget amendment under the State Grant Agreement the parties desire to change the Funding Agreement.

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

a. Paragraph C1 is amended to read as follows:

> Disperse Grant Agreement funds not to exceed one-hundred and forty-two thousand and zero cents ($142,000.00) to Contractor, as set forth in the Budget (Attachment 3).

b. Attachment 3 is amended as attached.

3. Effectiveness of Agreement: Except as set forth in the First Amendment to the Funding Agreement, dated February 6, 2024, and this Second Amendment of Funding Agreement, and all provisions of the Funding Agreement dated March 3, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3)

By:_____
Name: Kate Rahmeyer
Title: Executive Director
Date signed: 9/18/24

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 09/17/2024

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed: 09/17/2024

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

ATTACHMENT 3

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV2 and 3 Allocation
Project Name/Title: County of Plumas - Dragonfly Cafe
Org Name: Plumas Crisis Intervention & Resource Center
Award/Contract Number: 20-CDBG-CV2-3-00299
Stage: Budget-to-Actual

Report Date: 08/28/2024
Requested By: Tracey Ferguson
traceyferguson@countyofplumas.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Dragonfly Cafe	Jobs, economic dev	0	$0.00	$0.00	$142,000.00	$0.00	TBD	$0.00	Direct Cost
Activity Total			**0**	**$0.00**	**$0.00**	**$142,000.00**	**$0.00**		**$0.00**	
General Administration										
	Dragon Fly Cafe	Plumas County	0	$0.00	$0.00	$8,000.00	$0.00		$0.00	Direct Cost
General Administration Total			**0**	**$0.00**	**$0.00**	**$8,000.00**	**$0.00**		**$0.00**	
Activity Delivery										
Activity Delivery Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**0**	**$0.00**	**$0.00**	**$150,000.00**	**$0.00**		**$0.00**	

Budget Report, Created by Tracey Ferguson, traceyferguson@countyofplumas.com, 08/28/2024
Source: eCivis™ Portal
http://www.ecivis.com/

THIRD AMENDMENT TO FUNDING AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER

This Third Amendment to Funding Agreement ("Amendment") is made on March 18, 2025, between Plumas County, a political subdivision of the State of California ("COUNTY"), and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) ("CONTRACTOR") who agrees as follows:

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

a. PLUMAS COUNTY and Plumas Crisis Intervention & Resource Center (PCIRC) have entered into a written Funding Agreement dated March 3, 2023, (the "Agreement"), amended on February 6, 2024, and September 17, 2024, in which Plumas Crisis Intervention & Resource Center (PCIRC) received funding from the Department of Housing and Community Development of the State of California ("State" or "HCD") under County executed Grant Agreement Number 20-CDBG-CV2-3-00299 ("Grant Agreement").

b. Because of an approved extension of time under the State Grant Agreement the parties desire to change the Funding Agreement.

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

a. Paragraph B4 is amended to read as follows:

> Expend all Program grant funds no later than March 31, 2025. Reimbursement is not permitted for activities occurring prior to December 20, 2021.

b. Paragraph D1 is amended to read as follows:

> 1. TERM. The term of this agreement shall be through March 31, 2025, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 20, 2021, to date of approval of this Funding Agreement by the Board of Supervisors.

3. Effectiveness of Agreement: Except as set forth in the First Amendment to the Funding Agreement, dated February 6, 2024; the Second Amendment to the Funding Agreement, dated September 17, 2024; and this Third Amendment of Funding Agreement, and all provisions of the Funding Agreement dated March 3, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3)

By:_____
Name: Kate Rahmeyer
Title: Executive Director
Date signed:

COUNTY:

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

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

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize fixed asset budget transfer from Sheriff Homeland Security budget 70345 fixed asset accounts 542200 (Communication Equipment) $34,769.00 and 542203 (Repeater Equipment) $30,000.00 to service and supply account 529500 (Computers) $64,769.00; discussion and possible action; no General Fund impact (Homeland Security grant); Four/Fifths roll call vote**

Recommendation:
Approve and authorize fixed asset budget transfer from Sheriff Homeland Security budget 70345 fixed asset accounts 542200 (Communication Equipment) $34,769.00 and 542203 (Repeater Equipment) $30,000.00 to service and supply account 529500 (Computers) $64,769.00; discussion and possible action; no General Fund impact (Homeland Security grant); **Four/Fifths roll call vote**

Background and Discussion:
The Sheriff's Office determined it was necessary to modify the FY 2022 Homeland Security grant to allow the funding to be redirected to a different project. The funds were originally projected to be used for communication and repeater equipment. It was determined that portable netbooks were needed to be used with the new dispatch system and these Homeland Security grant funds were available to be modified and used for this purchase. This transfer will also allow for the grant funds to be expended prior to the end of the grant period.

Action:

Approve and authorize fixed asset budget transfer from Sheriff Homeland Security budget 70345 fixed asset accounts 542200 (Communication Equipment) $34,769.00 and 542203 (Repeater Equipment) $30,000.00 to service and supply account 529500 (Computers) $64,769.00; discussion and possible action; no General Fund impact (Homeland Security grant); **Four/Fifths roll call vote**

Fiscal Impact:

No General Fund impact (Homeland Security grant)

Attachments:
1. Budget Transfer - 70345

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: HOMELAND SECURITY Dept. No: 70345 Date 3/4/2025

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
0017G	70345	542200.	COMMUNICATION EQUIPMENT	34,769.00
0017G	70345	542203	REPEATER EQUIPMENT	30,000.00
			Total (must equal transfer to total)	64,769.00

☑ **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
0017G	70345	529500.	COMPUTERS	64,769.00
			Total (must equal transfer to total)	64,769.00

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) FY 22 HOMELAND SECURITY GRANT PROJECTS MODIFIED

B) FUNDS NOT EXPENDED FOR PREVIOUSLY BUDGTED PROJECTS

C) GRANT FUNDING PERIOD ENDS THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: Roni Towery Roni Towery

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Adopt RESOLUTION adopting new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 per hour; (PG&E Dixie Fire Settlement Fund Impact); approved as to form by County Counsel; discussion and possible action; Roll call vote**

Recommendation:

Adopt **RESOLUTION** adopting new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 per hour; (PG&E Dixie Fire Settlement 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 2027/28, 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 new, limited-term Plumas County Disaster Recovery Coordinator and base wage of $35.00 per hour; (PG&E Dixie Fire Settlement 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. The anticipated impact to the Dixie Fire Settlement Fund for a position ending on June 30, 2028 is $440,919.28 (including salary and benefits)

Attachments:

1. Disaster Recovery Coordinator position FINAL

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; and

WHEREAS, this position will be funded through the 27/28 Fiscal Year to end onJune 30, 2028, with funding from the PG&E Dixie Fire Settlement, fund 0055; and

WHEREAS, the Interim Human Resources Director has approved and attached a new job classification in Exhibit A for the Disaster Recovery Coordinator, base wage of $35.00 per hour; and

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

1) Approve this new job classification for an at-will, limited-term, contracted Plumas County Disaster Recovery Coordinator attached as Exhibit A.

2) Approve a base wage of $35.00 per 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 18th day of March 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

_____

Kevin Goss, Chair Board of Supervisors

_____

Allen Hiskey, Clerk of the Board

Approved as to form:

Sara James, Attorney
County Counsel's Office

EXHIBIT A

PLUMAS COUNTY **NEW: 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 2027/28, 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 18, 2025**
SUBJECT:	**Adopt RESOLUTION to amend Fiscal Year 2024-2025 Plumas County Position Allocation for the County Administrative Office, Budget Unit #20030; (PG&E Dixie Fire Settlement Fund Impact); Disaster Recovery Coordinator will be funded through the 27/28 Fiscal Year to the end of June 30, 2028, with funding from the PG&E Dixie Fire Settlement (Fund 0055); 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 Administrative Office, Budget Unit #20030; (PG&E Dixie Fire Settlement Fund Impact); Disaster Recovery Coordinator will be funded through the 27/28 Fiscal Year to the end of June 30, 2028, with funding from the PG&E Dixie Fire Settlement (Fund 0055); 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, removing the 1.0 FTE Health Education Coordinator II, 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 Administrative Office, Budget Unit #20030; (PG&E Dixie Fire Settlement Fund Impact); Disaster Recovery Coordinator will be funded through the 27/28 Fiscal Year to the end of June 30, 2028, with funding from the PG&E Dixie Fire Settlement (Fund 0055); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

This is funded from the PG&E Dixie Fire Settlement Funds. (Fund 0055)

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 18, 2025**
SUBJECT:	**Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE limited -term, at-will, contracted Disaster Recovery Coordinator (PG&E Dixie Fire Settlement Fund Impact) position funded with PG&E Dicis Fire Settlement Funds; discussion and possible action**

Recommendation:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE limited -term, at-will, contracted Disaster Recovery Coordinator (PG&E Dixie Fire Settlement Fund Impact) position funded with PG&E Dicis Fire Settlement Funds; discussion and possible action

Background and Discussion:

Disaster Recovery Coordinator is a limited term, at-will, contracted position through fiscal year 27/28 ending on June 30, 2028, funded from the PG&E Dixie Fire settlement (Fund 0055). 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.

Action:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE limited -term, at-will, contracted Disaster Recovery Coordinator (PG&E Dixie Fire Settlement Fund Impact) position funded with PG&E Dicis Fire Settlement Funds; discussion and possible action

Fiscal Impact:

This position is funded with PG&E settlement funds. The anticipated impact to the Dixie Fire Settlement Fund for a position ending on June 30, 2028, is $440,919.28 (including salary and benefits).

Attachments:

1. Disaster Recovery Coordinator Job Description
2. Disaster Recovery Coordinator Wage Projection
3. County Administrative Office Organizational Chart 03182025
4. CRITICAL STAFFING QUESTIONNAIRE - Disaster Recovery Coordinator_v2

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:

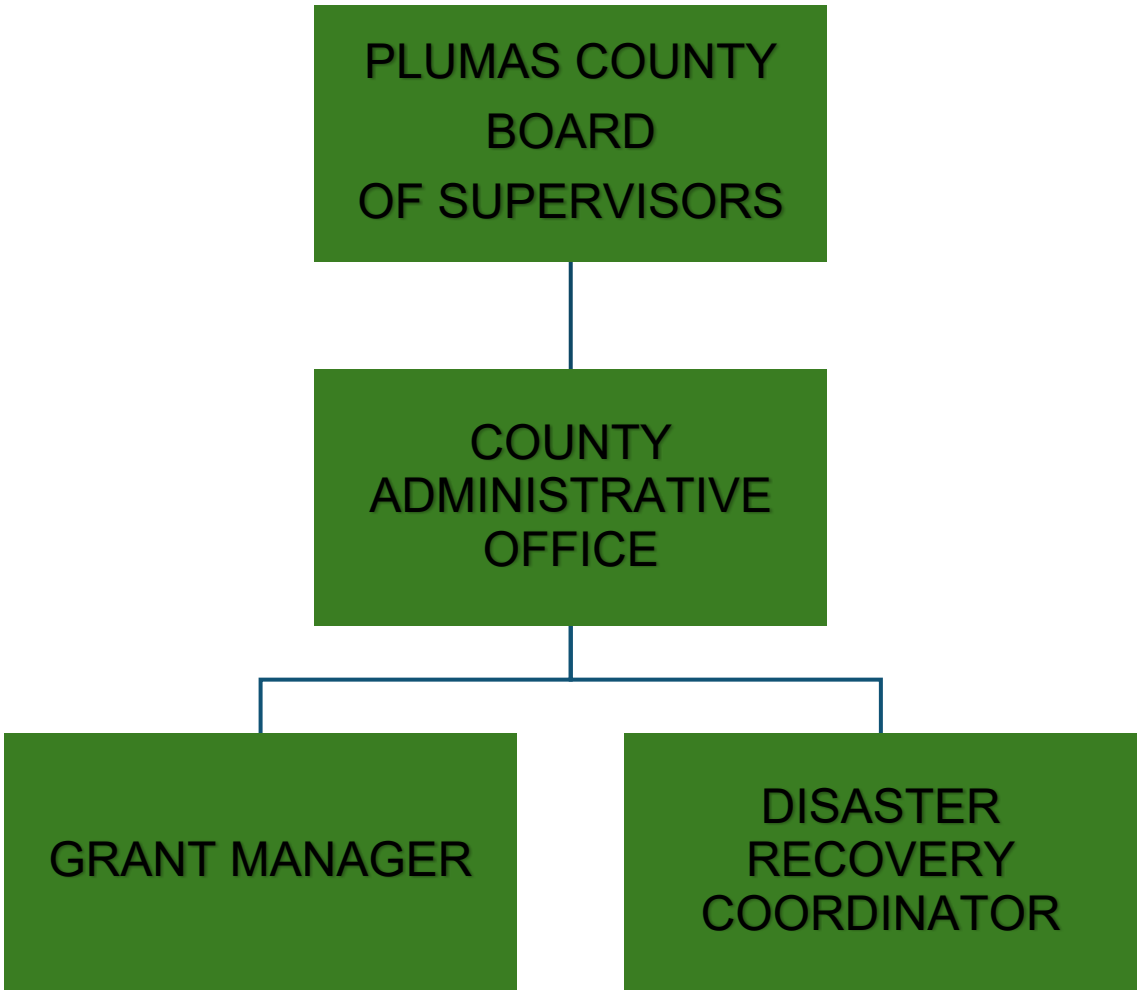
Work is usually performed in an office environment; occasionally works outside; continuous contact with County staff and the public.

Fiscal Year	Hourly Rate	Hours worked	Annual Salary	FICA	PERS
25/26	$38.60	$2,080.00	$80,288.00	$ 6,142.03	$ 7,603.27
26/27	$40.54	$2,080.00	$84,323.20	$ 6,450.72	$ 8,069.73
27/28	$42.57	$2,080.00	$88,545.60	$ 6,773.74	$ 8,562.36

Medical	Total
42,722.16	$136,755.47
47,848.32	$146,691.98
53,590.14	$157,471.84
	$ 440,919.28

$3,358.70	$3,761.66	$4,213.06
$402.96	$451.40	$505.57
$3,761.66	$4,213.06	$4,718.63

COUNTY ADMINISTRATIVE OFFICE
ORGANIZATIONAL CHART



As of 03/18/2025

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, due to the 2021 Dixie Fire and Beckwourth Complex Fire, Plumas County has the need for a position to lead implementation of long-term disaster recovery plans and has received a monetary settlement from PG&E, part of which, will fund this Disaster Recovery Coordinator position. This at-will limited-term position will plan and oversee the County's local disaster recovery projects and programs; implement, coordinate, and advocate local disaster recovery goals, objectives, and outcomes; and serve as a liaison to the community and federal, state, and local agencies.**

- Why is it critical that this position be filled at this time**? The Disaster Recovery Coordinator will support implementation of recovery plans to ensure plans are publicly supported, actionable, and feasible based on available funding and capacity.**

- How long has the position been vacant? **This is a new position.**

- Can the department use other wages until the next budget cycle? **This position was approved in the FY 2024/2025 budget using funds from the PG&E Dixie Fire Settlement Fund**.

- What are staffing levels at other counties for similar departments and/or positions? **This is a specialized position brought about by the disastrous Dixie Fire and Beckwourth Complex Fire of 2021. Counties in similar situations, post wildfire, faced with long-term disaster recovery have funded a limited-term position dedicated to focusing on implementation of recovery plans.**

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

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **N/A**

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

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

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

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

PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Julie White, Treasurer/Tax Collector**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Request approval of the Board of Supervisors to pay legal fees incurred by the Treasurer-Tax Collector in the amount of $265,577.66 and authorize the Auditor's office to pay costs, after receipt and review of invoices, from available General Fund Contingency (2098052/528400); and return to the Board for budget transfers, if needed.**

Recommendation:

Request approval of the Board of Supervisors to pay legal fees incurred by the Treasurer-Tax Collector in the amount of $265,577.66 and authorize the Auditor's office to pay costs, after receipt and review of invoices, from available General Fund Contingency (2098052/528400); and return to the Board for budget transfers, if needed.

Background and Discussion:

On September 6, 2023, the Treasurer-Tax Collector (TTC) received a performance review letter from HR, on behalf of the Board of Supervisors. As an elected official, the TTC isn't subject to performance reviews or personnel policies. This letter was instigated by the CAO in an email dated August 18, 2023, to the HR Director, where the email was copied and pasted into the body of the performance review letter received by TTC White. Since the HR memo claimed the BOS authorized the letter, this would indicate a violation of the Brown Act. The HR director requested a meeting to discuss the claims of the review letter, which TTC White did not entertain. TTC White retained her own personal attorney. County Counsel representing the BOS cannot also represent the TTC; a conflict of interest. The BOS repeatedly denied there was a conflict of interest and denied Brown Act violations.

In retaining her personal attorney, the TTC initially sought a withdrawal of the memo, confirmation that the BOS scrutiny of elected officials must be in a public meeting properly agendized and a public apology. The retainer for her attorney was $5,000 which would have been at no cost to the county if they had rectified the situation. However, the Board and CAO continue to insist there was no wrongdoing as attorney fees continued to accrue. An attempt to resolve was sought by the TTC in having a meeting with Supervisors Goss and Ceresola. However, at the exact time the meeting was to occur, they both declined the meeting and were advised not to meet with the TTC, reinforcing the conflict of interest.

Through multiple public records requests it was found that the CAO herself had solicited other local entities to threaten litigation against the county due to the TTC. The Board eventually "mooted" the letter but did not withdraw the letter, indicating that it existed. Due to the nature of the letter and involvement of certain board members, Supervisor Hagwood and McGowan recused themselves at the March 5, 2024 board meeting. The fees were not authorized to be paid and Supervisor Ceresola requested the courts decide if there was a conflict of interest with County Counsel. The Superior Court determined there was indeed a conflict of interest. TTC White is requesting that her attorneys fees be paid in full due to the conflict of interest, Brown Act violations and behavior of County affiliates. The end result should be that the fees are paid, a public apology given to TTC White, the letter withdrawn and have county department heads and elected officials be treated respectfully and professionally.

Action:

Request approval of the Board of Supervisors to pay legal fees incurred by the Treasurer-Tax Collector in the amount of $265,577.66 and authorize the Auditor's office to pay costs, after receipt and review of invoices, from available General Fund Contingency (2098052/528400); and return to the Board for budget transfers, if needed.

Fiscal Impact:

General Fund Impact, Contingency Funds $265,577.66

Attachments:

1. Encl Ltr to Allen Hiskey re Board Mtng of 03 18 25

Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

March 13, 2025

File No. 45394.02

VIA FEDEX AND HAND DELIVERY

Board of Supervisors
County of Plumas
Attn: Allen Hiskey *[pcbs@countyofplumas.com]*
Clerk of the Board
520 Main Street, Room 309
Quincy, CA 95971

Phone: (530) 283-6170
Fax: (530) 283-6288

Dear Mr. Hiskey:

In preparation for my appearance at the Board of Supervisors meeting on Tuesday, March 18, 2025, I ask that the attached document set be made part of the record that day.

I will come prepared with hard copies for all, but in the event the Board considers advance copies to be helpful I am providing the document set now.

Please let me know if you have any questions or comments.

Very truly yours,

Christopher J. Bakes of
LEWIS BRISBOIS BISGAARD &
SMITH LLP

CJB:amf
Enclosure

From: Bakes, Christopher
Sent: Tuesday, March 11, 2025 8:03 AM
To: joshbrechtel@countyofplumas.com; SaraJames@countyofplumas.com
Cc: Bakes, Christopher
Subject: Courtesy Notice - re conflict
Attachments: Further Comments / ; RE: Courtesy notice; Courtesy notice

Tracking:

Recipient	Delivery	Read
joshbrechtel@countyofplumas.com		
SaraJames@countyofplumas.com		
Bakes, Christopher	Delivered: 3/11/2025 8:03 AM	Read: 3/11/2025 9:21 AM

Josh, with cc to S. James:

Further to my original email dated March 5, 2025 (attached), and taking into consideration all email traffic between us since then, I have concluded that the position of conflict the Court found requires that you and your office must be recused from further involvement in the matter of the Treasurer-Tax Collector's claim for attorneys fees.

By my March 5, 2025, email, I alerted you to the possibility that I may conclude that you and your office may be disqualified on grounds well-known to us and now captured in Judge Garbolino's Order (attached).

You also indicate in your email response March 6, 2025 (attached), that you will "put this in front of the Board in closed session on Tuesday the 11t" and that you "will give them my thoughts and they can be ready to discuss it with you on the 18th." Because of your position of conflict, you are obliged to refrain from any advocacy of a position in any way inconsistent with the Court's Order with any presentation you make governed by rules of strict neutrality.

Additionally, please ensure that the Board has in hand the points I provided yesterday at your request, and that my emails become part of the closed session record. You also indicate in your March 6 email that you will "dig into this and get some feedback from my boss(es) as to how they want to proceed." As you know, no discretion is afforded to either you or the Board to continue conflicted representation.

Please let me know whether you have any questions or comments.

Chris

Christopher J. Bakes bio
Lewis Brisbois Bisgaard & Smith LLP | **Partner** Los Angeles | New York | Sacramento | San Francisco
Direct 916-646-8275 [x8275] | **Mobile** 415-722-7456 | **Time Zone** Pacific
Admitted in California, New York, District of Columbia, and before the Supreme Court of the United States

From: Bakes, Christopher
Sent: Monday, March 10, 2025 12:31 PM
To: joshbrechtel@countyofplumas.com
Cc: Bakes, Christopher
Subject: Further Comments /
Attachments: 103024-CIVIL-TXpdf.pdf; White - Court - Amended Final Decision 11 21 2024(149358905.1).pdf

Josh, with file cc:

You asked that I summarize talking points I will raise in support of my presentation on March 18, 2025. I appreciate this dialogue. I do authorize you to relay the contents of this email in your closed session tomorrow, March 11.

Following are my talking points:

1. **Initial Context:**
    - The Treasurer/Tax Collector ("TTC") received a performance review letter from Ms. Selvage, the County's director of Human Resources, allegedly on behalf of the Board of Supervisors ("Board"). As an elected official, the Treasurer-Tax Collector is not and was not subject to performance reviews or personnel policies. She retained legal counsel to address this matter.
2. **Brown Act Violation:**
    - Since the HR letter claimed Board authorization, it was presumed that the Board discussed the Treasurer-Tax Collector without proper public notice, violating the Brown Act. It was later determined that the Board had met in closed session on August 15 based on Ms. Lucero's report to the Board that litigation had been threatened against the County allegedly due to actions taken or not taken by the TTC.
    - Unknown to both the Board and County Counsel, Ms. Lucero's report was false. There had been no litigation threat involving the TTC. Ms. Lucero herself had solicited the threat from the Feather River Tourist Association. She did so on September 28 after the TTC's attorney objected in writing to the Selvage letter.
3. **Legal Fees Escalation:**
    - The TTC initially sought only a retraction of the Selvage letter and confirmation that Board scrutiny of elected officials must be public.
    - The TTC paid Lewis Brisbois Bisgaard & Smith LLP a $5,000 retainer to cover what Lewis Brisbois expected to be a situation that would be readily corrected. However, instead of resolving the issue, the County doubled down based on reports from Ms. Lucero. This led to protracted legal exchanges and a growing bill, which now stands at $265,577.66.
4. **Attempts to Resolve:**
    - Soon after receiving the Selvage letter, the TTC sought a meeting with Supervisor Goss and Supervisor Ceresola to clarify matters. They were all poised to meet amicably, until the two Supervisors advised the TTC moments prior to the meeting that they had been "advised by counsel not to meet with her," reinforcing a clear conflict of interest. Ms. Lucero continued to press matters against the TTC, continuing to force the issue, driving up costs significantly.
5. **Court Ruling:**
    - The Superior Court for Plumas County, the Honorable James Garbolino presiding, accepted briefs from both County Counsel and TTC's counsel in response to the TTC application for ex parte relief pursuant to Government Code section 31000.6. Judge Garbolino issued a tentative ruling on October 4, 2024, heard argument on October 30, 2024, and issued a final order on November 20, 2024 (attached). The Court

determined that the Board itself had already acknowledged a conflict of interest, essentially indicating that Court involvement was not necessary.
    - In response to County Counsel's argument at hearing requesting that the Court in its final order place a time restriction on when the conflict was actually present and operative, the Court declined to do so. (See Transcript, attached, p. 8, lines 4-26.)
6. **Outcome:**
    - The BOS eventually rescinded the Selvage letter (albeit confusingly), which was all the TTC originally sought. Ms. Lucero nevertheless continued to press the matter repeatedly.
    - In open session on March 5, 2024, Supervisor Ceresola insisted on "letting the courts decide." Now, after a costly and unnecessary legal battle, the County is facing legal fees of over $260,000, which could have been avoided had the initial request been honored.
    - The Court has now found that circumstances indicate that the Board itself already found a conflict, meaning that the conflict exists and is real in the eyes of the Court. This will have collateral estoppel effect should the County decline to pay, forcing the TTC to bring a mandamus action to compel payment. Should this be required, further attorneys fees will be added to the total now due.
7. **General Comment**:
    - My personal view is that the TTC played a vital role in assisting a full understanding of Ms. Lucero. I understand that Ms. Lucero is now on paid leave.
    - I believe that the full body of work we at our firm prepared and presented on behalf of the TTC (by email, letters and briefs) will be of great assistance to the County.

You also requested that our firm consider discounting the fees. As you know, we have an engagement letter with the TTC which obligates her to pay all fees accumulated. Our firm naturally is willing to work with her and the County to assist in an appropriate outcome. With that in mind, I am able to offer a discount of 3.5%. If the County agrees to that, I can represent that my firm will discount all fees now due, and will not seek the balance from the TTC after discounted payment by the County. In other words, the offered discount will revise the entire invoice downward.

Please let me know if you have any questions or comments.

Chris

Christopher J. Bakes bio
Lewis Brisbois Bisgaard & Smith LLP | **Partner** Los Angeles | New York | Sacramento | San Francisco
Direct 916-646-8275 [x8275] | **Mobile** 415-722-7456 | **Time Zone** Pacific
Admitted in California, New York, District of Columbia, and before the Supreme Court of the United States

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLUMAS

--o0o--

JULIE WHITE,

Petitioner,

vs. No. CV24-00119

BOARD OF SUPERVISORS FOR THE COUNTY OF OF PLUMAS,

Respondent.

_____/

CERTIFIED COPY

Quincy, Plumas County, California; October 30, 2024

Before HONORABLE JAMES GARBOLINO, Judge

Court called to order at approximately 1:30 p.m.

Tamara L. Dawson, CSR No. 11497, Official Court Reporter

ARGUMENT AFTER TENTATIVE RULING

COURT REPORTER'S TRANSCRIPT OF PROCEEDINGS

APPEARANCES

For the Petitioner: LEWIS BRISBOIS BISGAARD & SMITH
By: CHRISTOPHER J. BAKES
2020 West El Camino Ave, Suite 700
Sacramento, California 958330

For the Respondent: JOSHUA BRECHTEL
Interim County Counsel
520 Main Street, Room 115
Quincy, California 95971

--o0o--

QUINCY, CALIFORNIA; OCTOBER 30, 2024

--o0o--

THE COURT: Good afternoon. This is the time for the hearing in the matter of White versus Board of Supervisors.

Mr. Bakes.

MR. BAKES: It's Bakes.

THE COURT: Bakes.

MR. BAKES: May I proceed?

THE COURT: Please.

MR. BAKES: Thank you, your Honor.

So, first of all, thank the Court and Counsel for accommodating my COVID mishap. I am fully recovered and -- but thank you, I appreciate that.

So I also want to thank the Court for entertaining the hearing in person. I think it's important to the practice of law that we actually interact in realtime with each other, so I appreciate that.

So I am not going to substantially contest the tentative, except in the following ways, and maybe I can just offer them as, hopefully, housekeeping items.

I'm going to just start with a preamble. Not intended as argument to persuade your Honor to depart from the tentative, but I just do want to reemphasize the situation that Ms. White found herself in back in

September and the difficulties that that caused in her desire for justice, if you will. That's all I'm going to say on that point.

The point of clarification about the correspondence table. I would invite the Court to just consider, in ruling on that objection and sustaining Counsel's objection that they lacked foundation, I actually designed that table to provide foundation. In other words, I realized that it wasn't quite an undisputed statement of fact akin to summary judgment, but in sort of what amounts to a more administrative hearing, I thought that the points of context would be helpful, particularly where I was not relying on an entire document, but just an excerpt.

So that was the purpose of having the mini narratives within each cell. So I just offer that so to the extent that your Honor wants to look at that with new eyes and consider them as part of the foundation, that would be -- I'd be most grateful for that, but it's not critical to what I'm trying to accomplish today.

Regarding the Strong and Rivero cases, I was aware of both of those cases and I, frankly, didn't cite them, only because I felt that both of those cases were complicated by their unusual facts, and what we were trying to accomplish here was far narrower and, specifically, statutory. But if your Honor found that

to be an omission, I take responsibility for that and I apologize for that. Obviously, on reconsideration, should I find myself in that situation again, I will cite both cases, particularly where there's a dearth of cases under the case law.

I will also suggest that the particular relief that we suggested, and just directing your Honor's attention to Part III, Roman numeral III, page 24, where we laid out the statute and the relevant rule of professional conduct, mindful of the fact that this was a statutory and, sort of, rule-bound situation.

Also, repeating, sort of, the point in distillation form at page 27 lines 5 to 8, I sort of repeated the distillation. And then, finally, page 30 lines 22 to 24, I repeated the, sort of, distillation conflict plus ethical bar or ethics wall won't assist. And finally, the conclusion distills it even further, saying that this is about a conflict situation and an ethical wall. The insufficiency of an ethical wall.

I only mention that to demonstrate to your Honor that I certainly was mindful, particularly in Strong, of that case's call to the statute, and the phrasing of the statute and the words of the statute. In retrospect, I think would have made an enormous, qualitative difference if I would have dotted the I and included the case cite, and cue your Honor we were

following that case. But I didn't, and I apologize for that. So I think the -- and I attribute that just to the dearth of case law and the press of briefing.

So if your Honor has any questions, I'm happy to address them, but I did want to ensure that your Honor understood that I was indeed very grateful that you were here, but I did have a few housekeeping items that I wanted to discuss in the tentative, should your Honor be open to considering them for purposes of coming out with a final order. Thank you, your Honor.

THE COURT: Thank you.

Counsel.

MR. BRECHTEL: Yes, your Honor. The same with -- and I'm sorry, allow me to introduce myself. I'm Josh Brechtel representing the Board of Supervisors in this matter.

Again, I appreciate Petitioner's brevity there. I just have a few points that I'd like to discuss very briefly, and hopefully an expansion on some of the -- some of the concepts that were discussed in that tentative ruling.

Obviously, County Counsel agrees with the 36000 -- I'm sorry, 31000.6 of the Government Code is not an appropriate vehicle for this, for this request for relief.

I also wanted to point out, I don't know if

it's -- if that was made clear in my brief, but I wanted to be sure that your Honor was aware that our office has been working with the Treasurer for the last year. We've been working with her with many different things. She's submitted contracts; they've been reviewed, they've been approved. Ms. White and I worked together on the large ENGIE contract to get solar panels into the county. The transient occupancy tax we worked together on, as well. And if I was to characterize our relationship, and certainly Ms. White could at some point refute that, it's been collegial and friendly.

I also want to stress the fact that this letter was never approved by County Counsel. It was sent out, withdrawn -- I mean, not immediately, but perhaps by government standards almost immediately, and that now the only discussion is really about fees, it would seem to me.

Again, I wanted to address a little bit more to give some context to when I reviewed your reasoning as to the ruling to find that the Board of Supervisors had found that there was a conflict and that County Counsel would be unable to represent, I just wanted to stress the fact that this contract was a conditional contract for the future, should any formal litigation arise. We extended this same courtesy to the District Attorney, as well, when there was a complaint filed against him. And

they're not always necessarily a conflict thing. We have two attorneys in our office and, frankly, there's a dearth of time. So I just wanted to expand on that.

And then I was hoping -- I would request, respectfully from the Court, if you could expand a little bit on some of the, for lack of a better word, a temporal analysis in terms of the crux of where the petitioner's requesting legal fees occurred between August and November of 2023 when this Government Code didn't apply.

At this point, as far as the County Counsel is concerned, and the Board of Supervisors are concerned, there is no issue outside of the payment of fees. There is no conflict, there is no -- there's no case. Any case that occurred happened in 2023 and was as quickly as possible dismissed. And I would clarify that this letter was literally withdrawn by not only Jack Hughes, the representative for County Counsel, but also Interim County Counsel, Sara James, on November 24th also officially withdrew it in writing. So I was hoping that in your ruling you could expand on that a little bit.

Outside of that, we would submit. Thank you, your Honor. Appreciate your time. Thank you.

THE COURT: Thank you.

MR. BAKES: Does your Honor wish to hear comments or are you satisfied that we addressed what you

need to be addressed?

THE COURT: I think I would only suggest, 31000.6 really is a narrow statute, and I want to be particularly careful that I don't expound on issues that really aren't directly involved with the application of that statute to the facts that we know here. And I'm not going to -- I'm not going to issue any kind of predictions as to what would happen from this particular point on. I'm going to limit myself to what actually the statute requires me to look at, which Judge Robie pretty much stated in the opinion in Strong, much over the dissatisfaction of Judge Sims. And Judge Sims was the judge from my county, and so I particularly looked at that dissent and took it for what it was worth in terms of analysis of what Judge Robie said.

For your interest, or maybe not your interest, I was sitting on assignment in Lake County when that Rivero matter came to a head and was trying an attempted homicide case over there, and the whole issue came up again over the disqualification of the sheriff on Brady grounds. And so I kind of lived through that, as an interesting sideline of the Rivero case.

Gentlemen, I don't have anything more that I think that I need in terms of exploration of the facts or the points that both of you have raised very well in your submissions and the pleading submissions to the

Court. And so unless you have something more that you want to go forward with, I'm content to take it under submission at this particular point in time.

MR. BAKES: Thank you, your Honor.

I would add if your Honor would consider replacing the word "hyperbole" with "boldly assertive"?

THE COURT: I gave some thought to that when I was writing it, and I said, "This is a tentative decision. We'll see what it looks like down the road."

MR. BAKES: You can tell it's been on my mind.

THE COURT: Thank you very much. The matter remains submitted.

MR. BAKES: Thank you, Your Honor.

MR. BRECHTEL: Thank you, your Honor.

(Proceeding concluded.)

--o0o--

COURT REPORTER'S CERTIFICATE

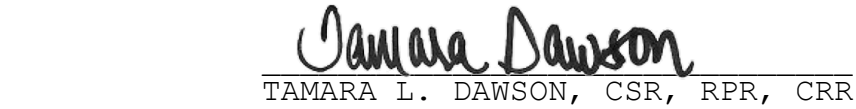
State of California)
)ss.
County of Plumas)

I, TAMARA L. DAWSON, a Certified Shorthand Reporter in and for the Superior Court of the State of California, County of Plumas, do hereby certify that I wrote in shorthand the proceedings had in the case titled Julie White vs. Board of Supervisors for the County of Plumas, appearing in the foregoing transcript and consisting of pages 1 through 10.

I certify that I thereafter transcribed said shorthand notes into print, and that the foregoing transcript contains a full, true, and correct record of the proceedings taken in said matter.

I further certify that, if applicable, pursuant to CCP 237(a)(2), all personal juror identifying information has been redacted.

Dated this 4th day of March, 2025



TAMARA L. DAWSON, CSR, RPR, CRR
Official Court Reporter
California License No. 11497

SUPERIOR COURT OF CALIFORNIA

COUNTY OF PLUMAS

JULIE WHITE, Petitioner, vs. BOARD OF SUPERVISORS FOR THE COUNTY OF PLUMAS Respondent.	**No. CV24-00119** **Decision**

I. INTRODUCTION

Petitioner, Julie White, the elected Treasurer-Tax Collector for Plumas County, (hereinafter "White") moves ex parte for a determination pursuant to Calif. Govt. Code §31000.6[1] that Plumas County Counsel is conflicted from representing her in the

1. Unless otherwise indicated, all references herein are to the California Government Code.

Plumas County Superior Court

performance of her duties. The Plumas County Board of Supervisors (hereinafter 'Board" or "the Board") opposes White's request. The moving papers were filed with the court on May 31, 2024. Due to a bench disqualification, and pursuant to California Constitution Article VI Section 6(e), the undersigned was assigned by Order 2015714-24 to this matter for all purposes by the Chairperson of the Judicial Council.

This case poses questions (1) whether the Board's denied White's request to pay for independent counsel because it determined that Plumas County Counsel could represent White without a conflict; (2) whether a conflict of interest exists between Plumas County Counsel and Petitioner pursuant to Calif. Govt. Code §31000.6; (3) assuming the existence of such a conflict, whether the conflict may be ameliorated by the creation of an "ethical wall." Additional issues are raised by the Board in defense of White's petition including (1) absence of a conflict, (2) inapplicability of §31000.6 to events occurring before the effective date of 31000.6 as it applies to Treasurer-Tax Collectors; (3) lack of statutory authority for payment of funds; (4) laches and equitable estoppel; (5) mis-statement of facts underlying Petitioner's claim; (6) lack of foundation for facts stated in Petitioner's Correspondence Table.

Counsel for the parties personally appeared for oral argument on October 30, 2024 at the Quincy courthouse. After the parties' concluded their arguments the court took the matter under submission.

II. FACTS

White is the duly-elected Treasurer-Tax Collector for Plumas County. On September 6, 2023, White received a letter from the Nancy Selvage, the then Human

Resources Director for Plumas County (hereinafter "Selvage") detailing a number of perceived deficiencies in White's performance as Treasurer-Tax Collector.[2] The letter also broached the subject whether White's perceived inability to adequately perform her duties was due to a physical impairment that required a "remedy". Subsequent investigation by counsel for White disclosed that a substantial part of the Selvage letter was provided by County Administrative Officer Debra Lucero (hereinafter "Lucero").[3] Lucero later solicited the Feather River Tourist Association (hereinafter "FRTA") to provide information that would be given to the Board that the FRTA contemplated legal action regarding the practices of White absent a change in her policies. After providing the September 6, 2023, letter to White, Selvage requested a meeting with White to "follow up" to the September 6, 2023, letter. White did not schedule such a meeting. At a subsequent meeting of the Board, an executive session was held, in part, to deal with possible "legal action" based on the FRTA's concerns. The foregoing actions by Lucero provided the basis for White's subsequent requests that the Board provide her with independent counsel.

White privately retained counsel, Christoper Bakes (hereinafter "Bakes") from the law firm of Lewis Brisbois Bisgaard & Smith, who on September 18, 2023, wrote to Interim Plumas County Counsel Sara James, detailing White's objections to the Selvage letter and Lucero's apparent collaboration in its conception and content. The letter of objection demanded withdrawal of the Selvage letter, asserted that Lucero and Selvage violated the Brown Act, demanded payment of Mr. Bakes' fees and a

2. The Selvage letter is attached hereto as Exhibit B
3. Lucero's email to Selvage is attached hereto as Exhibit C.

response on behalf of the Board one day later. The Board engaged private counsel Mr. Hughes (hereinafter "Hughes") of Liebert Cassidy Whitmore to respond to Mr. Bakes' September 18 letter. Hughes denied existence of Brown Act violations, defended Selvage's actions involving the September 6, 2023, letter to White, and asserted the responsibility of County government to monitor and advise on County-related functions, including those functions that are within the purview of elected county officials. What followed next was an extended exchange of correspondence between various members of the County Counsel's office and White's attorney dealing with allegations of impropriety on behalf of county officials, denials, and rebuttals. White thereafter made demands under the Public Records Act for what ultimately amounted to a voluminous amount of Plumas County documentation.[4]

On October 20, 2023, White's counsel first raised the question as to the appropriateness of County Counsel representing White's interest in a question involving the Feather River Community College District. In correspondence to County Counsel and attorney Hughes, White's counsel alleged that Interim County Counsel Sara James should recuse herself "from all matters concerning Ms. White" based on a number of factors including County Counsel's

- Management of circumstances and conditions that have brought "matters so far out of compliance";
- Contacting White directly on matters relating to Feather River Community College;
- Cooperated with Lucero in wreaking havoc on good government including violations of the Brown Act;

4. Estimated by Plumas County Counsel to amount to 11,000 or 20,000 documents. (Affidavit of Joshua Brechtel in response to Ex Parte Application, f. August 16, 2024, p.3)

- Apparent cooperation with Lucero's attempts to encourage districts and agencies to threaten legal action against county offices, including White's;
- Provided legal advice to implement a scheme to "upend" White and her office;
- Implementation of incorrect legal advice to empower Board to evaluate White as an "employee";
- Rendering the County Counsel's office unable to discharge its proper function.

White's counsel gave notice that he requested payment of his legal fees to date, "informed by the pending change to 31000.6". Attorney Hughes denied the existence of any recusal factors, with detailed responses, and noted that §31000.6 was not going to be effective until January 1, 2024.

Subsequently, White's counsel received a response to a PRA request served on the Feather River Tourists Association, confirming that Lucero had induced a threat of legal action against the County to be made by the FRTA. Thereupon, White reasserted that she was entitled to her attorney fees and the disqualification of all members of the County Counsel's office including the independently retained Hughes.

White made a request to Plumas County Counsel on November 16, 2023, for the appointment of her current counsel, Lewis Brisbois Bisgaard & Smith, to provide her with services that would ordinarily be provided by Plumas County Counsel, up to a maximum of $100,000. The basis for the request was that an ethical conflict existed because the County Counsel had advised the Board regarding the issue of threatened litigation that was shown to be initiated through the subterfuge of Lucero. White's request reflects that :

> "I understand that in various closed sessions the FRTA litigation threat was discussed, with Ms. James present and presumably advising the County and Ms. Lucero. I have reason to believe that County Counsel was aware that it was in fact Ms. Lucero herself who had solicited the

> litigation threat against the County. but the fact that it occurred, that Ms. James was present and provided advice regarding the letter and closing sessions, meant that the Office of the County Counsel was disqualified from representing me in this sequence, since that would amount to the Office representing both sides of the threatened litigation and the context for it. I have reason to believe that further productions due shortly from the other Public Records request recipients will show equal complicity by Ms. Lucero in instigating demands and threats against my office and me, derivatively threats against the County itself, Ms. Lucero's employer." (White's request to County Counsel that Lewis Brisbois Bisgaard & Smith be appointed to represent her because of an alleged conflict with County Counsel's Office), Tab 16 of Petitioner's Correspondence Table).[5]

The response of County Counsel Sara James on November 2023, states:

> "In regard to the content of your November 13th letter, I will tell you that your allegations concerning CAO Lucero have been brought to the attention of the Board, and they will be discussed in an appropriately agendized closed session. The correspondence mentioned in your letter appears to be an internal email from Feather River Tourism Association, and as such I was not privy to its content and cannot speak to the accuracy of the statements therein. Any messages indicating inappropriate actions from an employee of the County will be brought to the attention of the Board of Supervisors and addressed as appropriate."

White's request for payment of her attorney fees from Lewis, Brisbois, Bisgaard & Smith was placed on the Board's meeting agenda for the first time on February 6, 2024. White's justification for her request of $50,000 in her memo to the board included the following:

5. Respondent Board objects to portions of Petitioner's Correspondence Table on the basis that certain of the information contained in the table alleges facts without citing any foundation. The court sustains the objection. The Table is useful for locating documents contained in what appears to be a 1,000+ exhibit divided into sixty-eight tabs. Some of the Correspondence Table narrative lacks foundation and is boldly assertive of the facts in other instances. The court has ignored the objectionable portions of the Correspondence Table.

> "I request that the Board of Supervisors approve my current and any future attorney fees be paid by the County that in any way are affected by or linked to activities by the CAO to provoke false claims against the County, up to a maximum of $50,000."

White's request for payment of fees included fees incurred before January 1, 2024, and for additional fees that had been or might be incurred after January 1, 2024. (White's memo to the Board attached to Plumas County Board Agenda for February 6, 2024.) At that meeting, Plumas County Counsel advised the Board against the payment of White's legal fees request.

During the extended discussion of the request, County Counsel Brechtel commented that:

> JOSHUA BRECHTEL: "Again, at this point in the proceedings, if Ms. White would like to request attorney fees moving forward, it definitely does appear that there is a conflict of interest that might be developing here, and we could take it under consideration.
>
> "The request that - - she did send a request at some point for attorney fees. We had already told you that we did not see a conflict of interest, and that was before she was entitled to fees under 3100.6" (sic). (1RT21-22)[6]

At the meeting, Sarah James, County Counsel, explained the receipt of White's November 2023 request for attorney fees:

> SARAH JAMES: "Chair Hagwood? This is Sarah James. I just wanted to speak very briefly to Ms. White's comment. Yes, she did hand-deliver that. That was done after I had already informed her counsel that there - - that we did not see the conflict and had asked for his basis for that. So at that point, there was no further information, and we had already informed him that 31000.6 did not start until the 1st of January.

6. Reporter's Transcript, County Board of Supervisors meeting February 6, 2024. References to the transcript of the February 6, 2024, meeting are in the format of 1RT xxx.

"There was no further information I could provide at that time. And so it has already been provided to her attorney, who did not respond as to that basis." (1RT24)

Board Member Engle moved to pay all of White's legal fees, past and as invoiced in the future. The motion was seconded by Supervisor Goss. Board members Hagwood and McGowan refused the invitation of White's counsel that they recuse themselves from consideration of the issue. At the conclusion of discussion of payment of White's attorney fees up to $50,000, the board denied the request in a 3 – 2 vote.

White again placed the matter of payment of her fees on the Board's agenda for March 5, 2024. Her written request to the board was for payment of the sum of $50,346.50 for fees incurred in 2023 and for $37,139.45 for White's 2024 fees, plus any further invoices to her attorneys.

Supervisor Engle asked White's counsel:

ENGEL: "I'd also like to know exactly what does Julie want out of this, the end result?" (2RT28)[7].

White's counsel responded,

MR. BAKES: "I think she would like to be left alone and treated professionally." (2RT 29).

* * * * *

ENGEL: So, she can do her job.
MR. BAKES: Yes. Exactly right.
ENGEL: And that's where this whole thing stemmed from.
MR. BAKES: That's exactly right.

* * * * *

MR. BAKES: We at the outset indicated that you should simply withdraw the September 6th memo, and that would resolve matters, and you

7. References to the March 5, 2024, Board meeting transcript are shown as "2RT xxx"

should ensure that there is civility in how people are treated here, and Ms. White was not treated well. (2RT29).
HAGWOOD: The letter was withdrawn, wasn't it?
MR. BAKES: No. Not until (indiscernible).(2RT29)
DEBRA LUCERO: Yes, it was. Yes. It was. It was withdrawn. LCW[8] Jack Hughes withdrew that letter. It's dated - - I have the date that it was officially withdrawn. This was another mischaracterization that Mr. Bakes has said repeatedly. The letter has been withdrawn.
MR. BAKES: The - - If I can – -.
MCGOWAN: Problem solved.
MR. BAKES: No. The – it was not withdrawn. The word "withdrawn" was not used by the County until Ms. Lucero's January 2nd presentation. The word Mr. Hughes used was "Well, it's mooted." Mooted is not withdrawn. That's simply saying it exists, but it's not withdrawn.

Shortly thereafter, Plumas County Counsel interjected:

BRECHTEL: "Just for clarification, there was an email sent to you from Sara James on November 20th, 2023, that states, "The memo provided was not approved by counsel and has been withdrawn pursuant to your communications with attorney Hughes.(2RT34).

After further discussion Supervisor Goss moved to approve White's request for her 2023 attorney fees and $50,000 for "going forward". The motion died for lack of a second. Supervisor McGowan then moved to follow Plumas County Counsel's advice to deny the payment of any of White's fees. The motion was seconded by Supervisor Ceresola and the motion to deny payment of White's fees passed by a vote of 3-2. (2RT39-40).

Immediately after the March 5 vote denying White's claim, White's counsel renewed his request previously made at the February 6, 2024, meeting that Supervisors Hagwood and McGowan recuse themselves. Counsel argued that Supervisor

8. Law firm of Liebert Cassidy Whitmore

McGowan was "conflicted" because he had become an advocate against every position taken by counsel and that he had been "agitated and annoyed" as the Supervisor took those positions. (RT40). Counsel then accused Supervisor Hagwood of "the same", having become an advocate for CAO Lucero, and the "misconduct and improprieties" that counsel maintained that he had documented. (2RT41). Supervisor Hagwood then recused himself, making the following statement:

> "Because we may have different interpretations of fact patterns or words that have been used or not used, it does not mean that I'm an advocate of an adversary to anyone, either for or against. Everybody can interpret words, actions, statements in different ways.
>
> "But if your sense is that I'm conflicted and if me recusing myself will at least not further any complications, I would be - - I will recuse myself. And in the interest of trying to move something forward, and if that offers some relief to you and your client, then I will do that, and I will take that position right now today and say that I will recuse myself."(2RT42).

White's counsel then suggested that it was appropriate for Supervisor McGowan to also recuse himself. Supervisor McGowan then stated:

> "Well, in order to solve the problem, if it will get the workload current and the constituents, the districts, the business of the county paid in a timely manner, like immediately, then if that can be accomplished, then yes. I will recuse myself."(2RT42).

After both Supervisors Hagwood and McGowan recused themselves, counsel for White suggested that Supervisor Engle renew his previous motion to approve pay White's 2023 attorney fees and authorize an additional $50,000 "going forward". County Counsel noted that the motion had already been denied, whereupon White's counsel predicted a future course of action where if White were to prevail that the ultimate cost to the County could be "several hundred thousand" and that the Board

possessed the power to hold the cost at $37,000. At the request of Supervisor Hagwood, the clerk of the Board advised that a motion to that effect required a four-fifths vote since contingency funds would be necessary for the payment.

After a brief discussion, Mr. Brechtel asserted that the matter could be "reagendized" and brought back, and that White could put the matter back on the agenda for the next meeting of the Board.[9] The Board's March 12, 2024, minutes reflect that the matter was not heard, showing that "This item was pulled at the request of Supervisor Goss".

White placed the request for her 2023 fees and post January 1, 2024, fees before the Board at its March 19, 2024, meeting.[10] Due to the recusal of Supervisors Hagwood and McGowan, only three members of the Board were present for the hearing. On motion by Supervisor Engle, seconded by Supervisor Goss, the matter of payment of White's attorney fees proceeded to a vote, and failed by a vote of 2 to 1. As such, the motion failed as it still required a 4/5 vote to pass. Supervisors Goss and Engle directed County Counsel to work on a contract with White's attorney that dealt with future representation.[11]

Shortly thereafter, counsel for White and the County Counsel exchanged correspondence pursuant to the Board's direction to work on a contract that provided for funding of White's private counsel services. Pursuant to the Board's direction,

9. Note that the minutes of the Board reflected that "Supervisor Goss made a motion to have this item on the agenda for March 12, 2024, Supervisor Engel seconded. All supervisors agreed to have this item on the agenda for March 12, 2024. Supervisors Hagwood and McGowan recused themselves."

10. Memo attached to item 3. D 1) meeting files, March 19, 2024, Board Meeting.

11. March 19, 2024, Board Minutes, item 3.D.

beginning with correspondence dated March 25, 2024, County Counsel engaged with Petitioner's counsel with a series of letters and proposed agreements that would have provided for a County-funded contract with Petitioner's counsel, Mr. Bakes. Initially, County Counsel approved "as to form" language in the proposed contract that provided

> "The purpose of this correspondence is to, upon execution, identify the County of Plumas as the source of payment for legal fees you may incur on or after March 19, 2024, based on any form of complaint, demand, or other formal initiation of a process directed to you in your capacity as the Treasurer-Tax Collector for the County of Plumas ("Covered Event," described below) it being understood that the Office of the County Counsel is unable to provide you those services due to a conflict within the meaning of Government Code section 31000.6 as applicable to the Treasurer-Tax Collector."[12]

After multiple exchanges of correspondence between Mr. Brechtel and Mr. Bakes, an April 8, 2024, email from Mr. Brechtel to Mr. Bakes requested additional changes to the language of the engagement letter. Those changes (1) deleted language that indicated an existing conflict of interest between Petitioner and the Plumas County Counsel's office, and (2) modified language to reflect that acknowledgement by the County of a potential conflict would have no bearing on legal fees incurred by Petitioner before March 19, 2024.[13] These proposed changes were deemed unacceptable by

12. The second part of Paragraph 2 of the March 25, 2024 engagement letter, "INCEPTION OF ATTORNEY CLIENT RELATIONSHIP" contains the following language: " The County's obligation will become effective on the occurrence of (1) a formal proceeding, such as a lawsuit or complaint commenced and/or initiated against the Treasurer-Tax Collector, (2) an action is taken against the Treasurer-Tax Collector by the Board of Supervisors, or (3) any other initiation of a legal (whether judicial or administrative) process or complaint directed to and/or against you in your capacity as the Treasurer-Tax Collector, County of Plumas, which shall be referred to as a 'Covered Event.' " [note that this page shows a header dated March 12, 2024.]

13. An April 15, 2024, email from Mr. Brechtel to Mr. Bakes further noted that "I have never agreed nor stated that there is a conflict between County Counsel and the representation of Ms. White. Once again, nothing happened to Ms. White. She was never charged, never formally censured, and the

counsel for White, ultimately resulting in a failure of White and the County to reach an agreement regarding the creation of a contract that provided for future legal services to be paid for by the County. By letter dated April 19, 2024, from Mr. Bakes to Mr. Brechtel, Petitioner advised that she was proceeding with filing a petition pursuant to §31000.6.

This ex parte matter was filed by White on May 31, 2024.

III. DISCUSSION

Govt. Code §31000.6[14] is narrowly tailored by the legislature to provide court intervention when certain disputes arise relating to legal services provided by County Counsel. Strong v. Sutter County Bd. of Supervisors.[15] The *Strong* case provides clear guidance for determining the circumstances justifying the limited application of the provision:

> "Under the plain language of section 31000.6, the court has no authority to do anything other than determine whether a conflict of interest exists (between county counsel and the treasurer-tax collector) and determine whether an ethical wall can be created to remedy the conflict."
>
> * * * * *
>
> In the end, then, it does not matter exactly what the board's "excuse" was for refusing to employ independent counsel for Strong, as long as it was *not* that the board believed county counsel could serve as his counsel.

"offending letter" was withdrawn back in October. What is my conflict? A lack of agreement is not a conflict in a legal sense.

"This contract for potential representation was a courtesy to prevent any issues from moving forward. Not for you to use my approval of the form of the contract to establish a conflict that does not exist."

14. §31000.6 is set forth as Exhibit A to this decision.

15. Strong v. Sutter County Bd. of Supervisors (2010) 188 Cal.App.4th 482, 486. This case is briefly mentioned only by the County in its response to the Ex Parte application, page 8, as standing for the principle that §31000.6 provides a prompt method of resolving a dispute whether a conflict exists. No other discussion of Strong is offered by either party in their written submissions to the court.

Only if *that* is the subject of the disagreement between the parties is 31000.6 operative; otherwise, relief lies in mandamus.[16]

In *Strong,* the Sutter County Assessor denied certain property tax exemptions to Rideout Memorial Hospital. Rideout thereafter filed a claim for a tax refund with the Sutter County Board of Supervisors. Rideout thereafter reached a settlement with the Board granting Rideout a $588,000 refund. The County Assessor (Strong) then asked the Board to hire independent counsel to assist him in challenging the Board's settlement with Rideout, on the grounds that the Board had unlawfully usurped his constitutional powers. The Sutter Board of Supervisors denied the Assessor's request. In response, the Assessor filed an ex parte application to appoint independent counsel pursuant to §31000.6. The court hearing Strong's application found that (1) Strong was acting within the performance of his duties in seeking to invalidate the Board's settlement with Rideout; (2) that there was a conflict of interest between Strong and the Sutter County Counsel relating to the matter, (3) found that an ethical wall could not be created to obviate the conflict of interest between Sutter County Counsel and Strong; and (4). Ordered the Sutter Board to select and employ at Sutter County's expense, an independent counsel for Strong.

The Third District reversed. The appellate court found that §31000.6 could only apply to determine whether a conflict existed, and not to order the board to select and employ legal counsel. In *Strong*, the court found that there was no question but that a conflict existed between *Strong's* proposed litigation against the county. The *Strong* court noted

16. Id., at 512.

> It strains credulity to believe the board here ever would have concluded county counsel could ethically represent both the board and Strong in a matter where Strong was questioning the board's decision to settle a tax refund claim over Strong's objection and where Strong sought "counsel to represent [him] in [the] resolution of [his] disagreement with the [b]oard" on the matter. Obviously county counsel could not represent the board's interest and defend the board's decision to settle the claim and at the same time ethically advise Strong, as the board's potential adversary, on the same matter.
>
> Based on these facts, it does not appear there was ever a reasonable basis for Strong to believe the board was denying him independent legal counsel because the board believed he should use county counsel instead. Thus, Strong knew from the outset that the dispute he was having with the board was not over whether a conflict of interest existed. He also should have known, from reading the statute, that 31000.6 applies only to such disputes." *Strong, supra*, at 493-494.

Strong compels the conclusion that 31000.6 only applies if the question whether County Counsel could serve as White's counsel was the subject of the disagreement between the Board and White. If this is not the reason the board denied counsel, then White must proceed in Mandamus.[17] This conclusion is reinforced after the *Strong* decision by Rivero v. Lake County Bd of Supervisors[18] where the First District cited *Strong* with approval:

> "If there is no dispute as to whether a conflict exists but the board of supervisors refuses to provide independent counsel to the sheriff or assessor, the proper legal recourse for the assessor or sheriff is to pursue a traditional writ of mandate under Code of Civil Procedure section 1085 to compel the board of supervisors to perform its duty under section 31000.6, subdivision (a). (*Strong v Sutter County Board of Supervisors* (2010) 188Cal.App.4th 482,492, [115 Cal.Rptr.3d 498] (*Strong*)). Section 31000.6 sets forth an ex parte procedure for resolving whether a conflict exists and, if so, whether an ethical wall may be created to resolve the

17. The appellate court in *Strong* did not reach the question raised by the county as grounds for error that the trial court erred in finding that Strong was acting within the performance of his duties in seeking to set aside the Rideout settlement. *Strong*, supra, at 490.

18. Rivero v. Lake County Bd. of Supervisors (2014) 232 Cal.App.4th 1187, 1194 [181 Cal.Rptr.3d 769, 775]. Neither party has cited to *Rivero* notwithstanding that this case and *Strong* are the two most recently decided California cases dealing with §31000.6.

> conflict. (See § 31000.6, subds. (b), (c), & (e); *Strong supra,* 188 Cal.App.4th at pp. 491–492, 115 Cal.Rptr.3d 498.) The ex parte procedure described in section 31000.6 is limited to the issues of whether a conflict exists and, if so, whether an ethical wall may be created to resolve the conflict. (*Strong, supra,* at pp. 491–492, 115Cal.Rptr.3d 498.) Here, because there was no dispute that county counsel had a conflict of interest that prevented its office from representing Rivero, the statutory ex parte procedure was inapplicable and Rivero properly pursued relief by filing a petition seeking a traditional writ of mandate.

There is no question that the Plumas County Board of Supervisors denied White's request to fund pre and post January 1, 2024, services rendered by her privately retained attorney. This court's first task is to the reason or reasons for denying White's request for funding: Did the Board refuse funding because the Board determined that there was no conflict between White and County Counsel, or did the Board deny White's request believing that a conflict existed, but refused to fund for other reasons? The answer to the threshold question determines whether White's application pursuant to §31000.6 should be granted or denied.

Several factors serve to influence the court's decision. First, Plumas County Counsel consistently maintained that no conflict existed, and so advised the board. Contrary to White's version of the facts, County Counsel did not "give cover" to Lucero's activities in surreptitiously prompting the creation of the "Selvage" letter, and Lucero's apparent motivation in advising the Board of a potentially impending legal action. White's assertion of the participation of County Counsel in "giving cover" is speculative at best.

Second, the Board knew, and was advised, that White's request for funding required a 4/5ths vote for approval. The policy regarding funding of contingencies required that "The Board must approve all requests for contingency funds by a 4/5th

vote." White recognized that her request to the Board at their March 5, 2024, meeting required a 4/5 vote of approval, per her reference to the Plumas County Financial Policy.[19] By a majority vote of 3 to 2, the Board denied White's request for funding. With that in mind, the Board may have reasoned that approval of White's funding request was unlikely to survive the requirement for a supermajority vote, thus rendering moot the question whether a conflict with County Counsel existed.

Third, the Board was certainly aware of the controversy between White's attorney and County Counsel as to the allegations of, and denials of a conflict of interest between White and County Counsel. County Counsel communicated its opinion to the Board that no conflict existed (February 5, 2024, meeting, 1RT22, 1RT37). The Board Chair apparently believed that no conflict existed to justify the payment fees at the time White employed outside counsel given the lack of applicability of §31000.6 before January 1, 2024 (1RT 24). White's attorney raised the conflict argument numerous times in his Board presentations.[20] Nevertheless, there was minimal discussion among the members of the Board concerning a real or potential

19. The policy, set forth in the Board's March 5, 2024, meeting files, provides as follows: "Use of Contingencies

"Any governmental fund can budget for contingencies. Departments can request funding for unanticipated expenditures or unfunded projects. If such a situation arises in a fund outside the General Fund, and that fund does not have the budget for contingencies, then General Fund appropriations for contingencies can be used to transfer funds to any department outside the General Fund. Any request for use of Appropriations for Contingencies must be submitted via Board agenda item, and submitted by the responsible department and approved by the CAO before being put on the agenda. The Board must approve all requests for contingency funds by a 4/5 th vote. Any contingency funds used within the General Fund during the fiscal year shall be replenished the following fiscal year or at the discretion of the CAO."

20. See RT3:12,12, 4:15, 6:13, 7:5, 8, 7:19,14:8,17:5, 18:6, 8, 9, 23:8, 23:11, 24:1,22, 24:25, 25:24, 26:1, 32:16, 43:8

conflict. Accordingly, there is little evidence to conclude that the Board actually considered whether or not a conflict between County Counsel and White existed. This leaves unanswered the question whether the Board reached a consensus to deny White's application because they believed that County Counsel could represent White conflict-free.

Fourth, the Board gave direction to County Counsel to move forward to provide White with an agreement for representation by Mr. Bakes involving future formal complaints or litigation. At the Board's meeting of March 19, 2024, after the denial of White's claim, discussion was held concerning the Board[21] entering a contract for independent counsel to represent White in future matters involving complaints or litigation. The Board's direction consisted of a motion that appeared to have been unanimously approved by the three remaining members of the Board.[22] Although such an agreement was never reached between counsel, it is evidence that the Board believed that moving forward, representation by independent counsel was preferred, and supports the conclusion that the Board felt that County Counsel could not represent White's interests in future formal complaints or future litigation.

Fifth, the Board persistently focused on White's fee request, both pre and post 2024 – essentially questioning whether payment of a certain amount would make the controversy go away. The Board's discussions showed a lack of examination on the

21. Because of the recusal of Supervisors Hagwood and McGowan, only three Supervisors participated in the meeting regarding White's application.

22. The record is unclear on this point. The Board's minutes reflect: "Comments made by Mr. Bakes, County Counsel, Supervisors Goss & Engel. County Counsel direct to work on a contract with Mr. Bakes for future representation." The video of the meeting seems susceptible of showing the unanimous passage of a motion directing County Counsel to move forward to develop such a contract.

legal issue whether a conflict existed, as opposed to the practical consequences of arriving at a figure that would satisfy White's monetary demands.

Sixth, the nature of the dispute between White and Lucero may have left the Board with the impression that the dispute was unlikely to ripen into a legal conflict. When queried as to what White wanted as a result her requests for funding private counsel, Mr. Bakes responded that: "I think she would like to be left alone and treated professionally." (2RT 29)[23]. White's counsel also acknowledged that no legal action had been undertaken in response to the Selvage letter or Lucero's anti-White actions. Regardless of their personal loyalties, if any existed, it is apparent the White/Lucero controversy was perceived by the individual Supervisors as an unfortunate and embarrassing public dispute over the lack of civility and professionalism.

On balance the court finds that the Board lacked confidence that County Counsel could represent the interest of the Board and the interests of White in the matters at issue. Despite their previous votes to deny White's request for payment of her attorney fees, the Board's latest action to deal with White's attempt to secure payment of her fees gave unambiguous direction to County Counsel to attempt to negotiate a contract with Mr. Bakes to provide legal services to be rendered in the future regarding White's complaints or litigation. This action, attempting to remove County Counsel from any complaints or litigation involving White militates against an interpretation that the Board believed that County Counsel could represent White free of conflict.

23. For a fuller context, see page 7.

The Strong case advises as follows:

> Here, because there was never a disagreement between Strong and the board about whether county counsel had a conflict of interest, section 31000.6 did not provide Strong with any avenue of relief. To resolve his dispute with the board over whether he was entitled to county-funded legal counsel because the purpose for which he sought legal assistance was within the performance of his duties, Strong needed to pursue a writ of mandate in a regularly noticed proceeding under Code of Civil Procedure section 1085. In mandamus, the court has the power to direct the issuance of a writ to the board of supervisors "to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station...." (*Ibid.*) Necessarily, in deciding whether the board of supervisors had a duty to employ independent counsel for the assessor under subdivision (a) of section 31000.6, the court would have to decide whether the purpose for which the assessor seeks independent counsel is within the scope of his duties, because the duty arises only when that condition is satisfied.[24]

For these reasons, White is unable to obtain relief pursuant to §31000.6, and must pursue further relief through traditional mandamus. In a mandamus action, White will have to convince the court that the purposes for which she seeks independent counsel are within the scope of her official duties (an issue that this court may not resolve in this proceeding, per *Strong*).

Considering these findings, the issue whether an ethical wall might be employed is moot, as are the individual defenses offered by the Respondent Board herein.

IV. CONCLUSION

The court finds that sufficient evidence demonstrates that the that the Board found that a conflict with County Counsel existed and directed County Counsel to

24. Strong v. Sutter County Bd. of Supervisors, supra,) 188 Cal.App.4th 482, 492–493.

attempt to settle on an agreement with White's counsel for White's independent representation. For this reason, the Board's denial of White's application for funding was not for the reason that they believed that County Counsel could represent White.[25] As such, §31000.6 does not afford Petitioner grounds for relief in this action.

Dated: November 20, 2024

James D. Garbolino
Superior Court Judge, Assigned

25. "In the end, then, it does not matter exactly what the board's "excuse" was for refusing to employ independent counsel for Strong, as long as it was *not* that the board believed county counsel could serve as his counsel. Only if *that* is the subject of the disagreement between the parties is section 31000.6 operative; otherwise, relief lies in mandamus." *Strong v. Sutter County Bd. of Supervisors, supra, 188 Cal.App.4th at 511.*

EXHIBIT A

§31000.6. Employment of legal counsel to assist assessor, auditor-controller, sheriff, or elected treasurer-tax collector; conflicts of interest

Effective: January 1, 2024

(a) Upon request of the assessor, auditor-controller, sheriff, or elected treasurer-tax collector of the county, the board of supervisors shall contract with and employ legal counsel to assist the assessor, auditor-controller, sheriff, or elected treasurer-tax collector in the performance of their duties in any case where the county counsel or the district attorney would have a conflict of interest in representing the assessor, auditor-controller, sheriff, or elected treasurer-tax collector.

(b) In the event that the board of supervisors does not concur with the assessor, auditor-controller, sheriff, or elected treasurer-tax collector that a conflict of interest exists, the assessor, auditor-controller, sheriff, or elected treasurer-tax collector, after giving notice to the county counsel or the district attorney, may initiate an ex parte proceeding before the presiding judge of the superior court. The county counsel or district attorney may file an affidavit in the proceeding in opposition to, or in support of, the assessor's, auditor-controller's, sheriff's, or elected treasurer-tax collector's position.

(c) The presiding superior court judge that determines in any ex parte proceeding that a conflict actually exists, must, if requested by one of the parties, also rule whether representation by the county counsel or district attorney through the creation of an "ethical wall" is appropriate. The factors to be considered in this determination of whether an "ethical wall" should be created are: (1) equal representation, (2) level of support, (3) access to resources, (4) zealous representation, or (5) any other consideration that relates to proper representation.

(d) If a court determines that the action brought by the assessor, auditor-controller, sheriff, or elected treasurer-tax collector is frivolous and in bad faith, the assessor's office, auditor-controller's office, sheriff's office, or elected treasurer-tax collector's office shall pay their own legal costs and all costs incurred in the action by the opposing party. As used in this section, "bad faith" and "frivolous" have the meaning given in Section 128.5 of the Code of Civil Procedure.

(e) If the presiding judge determines that a conflict of interest does exist, and that representation by the county counsel or district attorney through the creation of an ethical wall is inappropriate, the board of supervisors shall immediately employ legal counsel selected by the presiding judge to assist the assessor, the auditor-controller, sheriff, or elected treasurer-tax collector. The assessor, the auditor-controller, sheriff, or elected treasurer-tax collector may recommend specific legal counsel for selection by the presiding judge. The board of supervisors may also separately recommend specific legal counsel for selection by the presiding judge. When selecting counsel pursuant to this

section, the presiding judge shall consider the counsel compensation rates prevailing in the county for similar work.

(f) As used in this section, "conflict of interest" means a conflict of interest as defined in Rule 1.7 of the Rules of Professional Conduct of the State Bar of California, as construed for public attorneys.

(g) This section shall also apply to any matter brought after an assessor, auditor-controller, sheriff, or elected treasurer-tax collector leaves office if the matter giving rise to the need for independent legal counsel was within the scope of the duties of the assessor, auditor-controller, sheriff, or elected treasurer-tax collector while in office, and the assessor, auditor-controller, sheriff, or elected treasurer-tax collector would have been authorized under this section to request the appointment of independent legal counsel.

EXHIBIT B

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: nancyselvage@countyofplumas.com

DATE: **September 6, 2023**

TO: **Julie White, Treasurer/Tax Collector**

FROM: **Nancy Selvage, Human Resources Director**

SUBJECT: **Treasurer/Tax Collector Responsibilities**
CC: **Supervisor Hagwood, Chair Board of Supervisors**

As you are aware, the County has been reviewing its financial processes and policies due to the extreme backlog in which we find ourselves – two (2) years behind in audits. As part of this process, the County hired Clifton, Larson & Allen (CLA) to come in and review processes and procedures in both the Treasurer-Tax Collector's Office and the Auditor-Controller's Office at a cost of nearly $500,000 thus far. Included in this cost are other projects such as budgeting, Special Districts, fixed assets, etc.

While both offices are experiencing backlogs, the concerns in the Treasurer-Tax Collector's office may be a dereliction of duties. The following are examples and are not limited to this list:

1. Lack of adopting an annual investment policy, which has not occurred for at least a few years – perhaps since 2021 (in County Fiscal Policy).
2. Timely investment reporting. This has been an audit finding by Smith & Newell for at least six years and perhaps longer – and is required by law.
3. Reconciling and posting activity of investment statements – not done since August 2021.
4. Reconciliation of bank accounts to the General Ledger – not done since the MUNIS migration five years ago.
5. Reconciliation of cash – 2021 audit showed an outage of $94,000 and the year prior it was $13,000. CLA is working to find the cause of this cash outage.
6. $1 million variance between the bank balance and MUNISs' General Ledger as of June 30, 2022. It's unknown beyond June 30, 2022 and if this has grown or lessened at this point.

7. Incorrect administration and management of fees to the Treasurer-Tax Collector's office in two areas:
    a. a) the 3% administrative fee for Transient Occupancy Tax which has been on-going since at least 2021. Over $1 million has been miscalculated in the past 2-3 years. Recently this has been fixed after one year of being made aware of the issue.
    b. b) administrative fees on quarterly interest apportionments over-calculated our last completed audit - $8,445 for the fiscal year 2020-2021.

8. Compliance letters on Short-Term Rentals – not sent out since April 2022.

9. Master Assessor's List Update to Granicus – not done since February 2022.

10. Late and inconsistent payments and reporting to the Feather River Tourism Association (County Counsel sent a letter).

11. Keeping your office open during regular business hours 8am-5pm (County Counsel sent a letter).

The above list of examples is an indication that you have been unable to meet your responsibilities of the Treasurer/Tax Collector. The lack of attention to your responsibilities, reporting issues, and not meeting associated regulations, jeopardizes the County's state and federal compliance. This is a significant concern that needs to be addressed given the County's current financial situation.

Another issue is your frequent absence during work hours in your department, leaving your staff to complete duties typically done by the Treasurer/Tax Collector, adding additional stress to their workloads. The lack of attention to maintaining your responsibility for the bookkeeping, accounting, tracking, and updating the County's Treasurer financials and required reports is crucial to the overall vitality of the County. The discrepancies of the County's cash flow, investment portfolio, and other regulatory compliance issues, compounded by the lack of oversight continues to be an ongoing hardship for the County. The County is now reaching out to determine if you are aware of your elected positions responsibilities and your ability to perform these duties.

As the Human Resources Director, it is my responsibility to ask whether you are able to do your job. The County seeks only information regarding your functional limitations, if any, that may limit your fitness to perform your duties as the Treasurer/Tax Collector. Therefore, I pose the following questions to you.

1. Do you have a physical impairment that limits your ability to work?
   If #1 answer is yes, what is the remedy?

2. Do you have any limitations with performing the responsibilities of your position of Treasurer/Tax Collector?
   If #2 answer is yes, what is the remedy?

3. Do you agree or disagree with the list of findings?

I seek only information regarding your functional limitations, if any, that may limit your fitness to perform your duties as the Treasurer/Tax Collector. The County has a duty to reasonably accommodate an employee with a disability so that the employee can perform essential job functions. A disability as defined under the Americans with Disabilities Act and the California Fair Employment and Housing Act. I seek non-confidential information as to whether you can perform your essential job functions and whether there is potential accommodation needed in order to perform your essential work functions.

Public service is a public trust, requiring officials and employees to place loyalty to the citizens, the laws, and ethical principles. It is imperative to safeguard the public's trust in government. To accomplish this goal, laws exist to aid public officials in avoiding conflicts between an official's public duties and the official's personal interests.

The Treasurer's department is not performing up to your position's expected standards and requirements. Your position is vital to the stability of the County, and it is imperative to address issues that are now compromising the County's finances and reporting obligations. I am reaching out to you to understand what your challenges or barriers are. How will you, the Treasurer/Tax Collector, meet these expectations?

The Board of Supervisors would like to know why your work is backlogged and the lack of communication on your part to report Treasurer/Tax Collector issues to the Board of Supervisors? What is the plan of action to address the audit findings, reconciliation of cash, administration and management of fees, and the lack of adopting an annual investment policy just to name a few tasks in need of your immediate attention.

The Board of Supervisors are expecting answers and if possible, for me to provide them with an update. An option is you may agendize these topics for an upcoming Board meeting to address the Board with your plan. I encourage you to contact me at your earliest convenience as a follow-up to this memo.

Exhibit C

From: Selvage, Nancy [NancySelvage@countyofplumas.com]
Sent: 8/17/2023 1:50:03 PM
To: Lucero, Debra [debralucero@countyofplumas.com]
Subject: RE: Treasurer-Tax Collector Letter (CAO portion)

Great I am incorporating the information into her letter. This is very helpful!

Thanks,

Nancy

From: Lucero, Debra <debralucero@countyofplumas.com>
Sent: Thursday, August 17, 2023 1:16 PM
To: Selvage, Nancy <NancySelvage@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>; Ceresola, Dwight <dwightceresola@countyofplumas.com>; Hagwood, Greg <GregHagwood@countyofplumas.com>
Subject: Treasurer-Tax Collector Letter (CAO portion)

Good Afternoon:

Here is some verbiage and a list of items for the letter to Julie.

As you know, the County has been reviewing its financial processes and policies due to the extreme backlog in which we find ourselves – two years behind in audits. As part of this process, the County hired Clifton, Larson & Allen (CLA) to come in and review processes and procedures in both the Treasurer-Tax Collector's Office and the Auditor-Controller's Office at a cost of nearly $500,000 thus far. Included in this cost are other projects such as budgeting, Special Districts, fixed assets, etc.

While both offices are experiencing backlogs, the concerns in the Treasurer-Tax Collector's office may be a dereliction of duties. These include:

1. Lack of adopting an annual investment policy, which has not occurred for at least a few years – perhaps since 2021 (in County Fiscal Policy).
2. Timely investment reporting. This has been an audit finding by Smith & Newell for at least six years and perhaps longer – required by law.
3. Reconciling and posting activity of investment statements – not done since August 2021
4. Reconciliation of bank accounts to the General Ledger – not done since the Munis migration five years ago
5. Reconciliation of cash – 2021 audit showed an outage of $94,000 and the year prior it was $13,000. CLA is working to find the cause of this cash outage.
6. $1 million variance between the bank balance and Munis' General Ledger as of June 30, 2022. It's unknown beyond June 30, 2022 and if this has grown or lessened at this point.
7. Incorrect administration and management of fees to the Treasurer-Tax Collector's office in two areas a) the 3% administrative fee for Transient Occupancy Tax which has been on-going since at least 2021. Over a $1 million has been miscalculated in the past 2-3 years. b) administrative fees on quarterly interest apportionments over-calculated our last completed audit - $8,445 for the fiscal year 2020-2021
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11. Keeping your office open during regular business hours 8am-5pm (County Counsel sent a letter)

PLUMAS_002754

From: Bakes, Christopher
Sent: Thursday, March 6, 2025 2:23 PM
To: Brechtel, Josh; James, Sara
Cc: Bakes, Christopher
Subject: RE: Courtesy notice

Josh (and Sara):

Thank you for your thoughtful response.

I have two constituencies to check in with: Julie W. and the firm itself. My personal authority on fees already billed is quite limited. But I will commit to checking with those I must check with. I've submitted your inquiry and expect to hear back tomorrow.

I do agree that closed session on March 11 is a productive start to the dialogue, and thank you for thinking of that.

I will share further thoughts generally once I get the information about the fees.

Many thanks,

Chris

Christopher J. Bakes bio
Lewis Brisbois Bisgaard & Smith LLP | **Partner** Los Angeles | New York | Sacramento | San Francisco
Direct 916-646-8275 [x8275] | **Mobile** 415-722-7456 | **Time Zone** Pacific
Admitted in California, New York, District of Columbia, and before the Supreme Court of the United States

From: Brechtel, Josh <JoshBrechtel@countyofplumas.com>
Sent: Thursday, March 6, 2025 10:34 AM
To: Bakes, Christopher <Christopher.Bakes@lewisbrisbois.com>; James, Sara <SaraJames@countyofplumas.com>
Subject: RE: Courtesy notice

This is the first time you received an email from this sender (JoshBrechtel@countyofplumas.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Chris,

I am appreciative of your notice. This will permit a more robust discussion on the hearing date and will allow the Board to respond in an informed manner and, perhaps, remove the necessity of having to return again on the 1st of April to give the Board time to research the matter.

My thought is to put this in front of the Board in closed session on Tuesday the 11th. I will give them my thoughts and they can be ready to discuss it with you on the 18th. Whether I will be involved in the discussion on the 18th (and moving forward) is still up in the air, as I need to dig into this and get some feedback from my boss(es) as to how they want to proceed.

Is there a number less than a quarter of a million dollars that you would be willing to accept? I can present that number to them as well on Tuesday or any other information you may want them to consider ahead of time. We can meet via Zoom or phone if you feel there's anything else I need to be aware of although it may be more productive if we wait until after the Board meeting on the 11th so I have a better idea of the Board's feelings.

I would hear your thoughts,

Joshua Brechtel
Interim County Counsel

Plumas County Counsel's Office

(530) 283-6240

From: Bakes, Christopher <Christopher.Bakes@lewisbrisbois.com>
Sent: Wednesday, March 5, 2025 12:59 PM
To: Brechtel, Josh <JoshBrechtel@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>
Subject: Courtesy notice

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

Josh and Sara, with internal cc's:

As a courtesy, I want to let you know that Julie White will be putting the matter of her fees on the agenda for the Board of Supervisors' regularly scheduled meeting on Tuesday, March 18, 2025. Fees now total $265,577.66.

I am interested in your thoughts on whether your office can continue to be involved in the matter. I do not yet have a firm opinion and I would very much like to hear from you.

Let me also share that I've learned Ms. Lucero has been placed on administrative leave. I am sure you will not be surprised to learn that I believe Ms. White performed a great service to the County by pressing forward and documenting events.

If you'd like to set up a time to speak prior to the Board meeting, please let me know.

Kind regards,

Chris Bakes

Christopher J. Bakes bio
Lewis Brisbois Bisgaard & Smith LLP | **Partner** Los Angeles | New York | Sacramento | San Francisco
Direct 916-646-8275 [x8275] | **Mobile** 415-722-7456 | **Time Zone** Pacific
Admitted in California, New York, District of Columbia, and before the Supreme Court of the United States

From: Bakes, Christopher
Sent: Wednesday, March 5, 2025 12:59 PM
To: joshbrechtel@countyofplumas.com; SaraJames@countyofplumas.com
Subject: Courtesy notice

Josh and Sara, with internal cc's:

As a courtesy, I want to let you know that Julie White will be putting the matter of her fees on the agenda for the Board of Supervisors' regularly scheduled meeting on Tuesday, March 18, 2025. Fees now total $265,577.66.

I am interested in your thoughts on whether your office can continue to be involved in the matter. I do not yet have a firm opinion and I would very much like to hear from you.

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If you'd like to set up a time to speak prior to the Board meeting, please let me know.

Kind regards,

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PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve the Amended Minutes from December 17, 2024, as attached; errors were found and have been amended; discussion and possible action.**

Recommendation:
Approve the Amended Minutes from December 17, 2024, as attached; errors were found and have been amended; discussion and possible action.

Background and Discussion:
Some errors in the Minutes from December 17, 2024 were found and have been amended as attached.

Action:

Approve the Amended Minutes from December 17, 2024, as attached; errors were found and have been amended; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Amended Minutes 12-17-2024

Board of Supervisors

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

AMENDED MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON DECEMBER 17, 2024

STANDING ORDERS

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

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

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

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

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Pastor George led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 5.E.1 (Desmond Waelder), Item 6. A, B, and D, be removed from the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Pastor George offered a short prayer
Linda Judge presented an Open Letter to the Board
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18605
Janet Crain presented a handout to the Board
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18604
Linda Margaretic presented a handout to the Board
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18603
Ava Hagwood called in via Zoom to wish her father (Chair Greg Hagwood) a happy retirement.
Clint Koble comments regarding Chair Hagwood's retirement
Debra makes comments regarding free green waste dump sites in Plumas County
Jackie McLaughlin comments regarding wildfires.
Bjorn Anderson comments regarding the property tax increases
Supervisor-Elect Hall wishes Chair Hagwood a happy retirement.
Anita from Small Business Disaster Team introduces herself and her team, and updates the Board on the services that her office offers.
Dan Kearns comments regarding spending monies on consultants

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile updates the Board on a recent security event that happened in her office, and she thanks all that were involved in making sure her staff were safe.
Sheriff Johns honors Carson Wingfield on his retirement with a plague, and thanks Chair Hagwood on his retirement.
Willow Vierra introduces their new inspector, and provides a handout to the Board.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18602
Tracey Ferguson's comments regarding the letter to Plumas National Forest that was filed last week.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

Tracey Ferguson makes a mention of the Dixie Fire Collaborative is meeting at the High School Library in Greenville at 12/21/2024.11am-1pm.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble provides a handout to the Board.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18601

C. US FOREST SERVICE

Report and update.

Kaitlyn from the Forest Services introduces herself to the Board.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updates the Board on an unexpected crash on the parallels that happened last week. Employees are working hard to correct issues.

E. COUNTY TREASURER'S REPORT

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

No Report Provided

F. FINANCIAL/AUDIT REPORT

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

No Report Provided

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Chair Hagwood noted that Item 2.H.1 read as follows: "Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant 1.0 FTE Licensed Vocational Nurse I/II, Registered Nurse I/II, Psychiatric Nurse I/II due to resignation, (No General Fund Impact) Mental Health Funds.

A. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Anna Hanlon, RDH to provide licensed dental screenings and oral health education at County Schools, Preschools and the community; effective July 1, 2024; not to exceed $12,000.00; (No General Fund Impact) (Oral Health); approved as to form by County Counsel.

2) Adopt **RESOLUTION** to accept amended Grant Agreement Number 22-11321, A1 from the California Department of Public Health (CDPH), California Public Health Workforce Career Ladder Education and Development Program; (No General Fund Impact) (Career Ladder); approved as to form by County Counsel.

Motion: Adopt **RESOLUTION No. 24-8973** to accept amended Grant Agreement Number 22-11321, A1 from the California Department of Public Health (CDPH), California Public Health Workforce Career Ladder Education and Development Program; (No General Fund Impact) (Career Ladder); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. COUNTY RECORDER/REGISTRAR OF VOTERS

1) Adopt the HAVA Agreement Resolution No. 2019-8370, as presented, to certify the approval of the application prior to submission to the Secretary of State for HAVA funds.

C. PUBLIC WORKS/ROAD

1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Greenville Maintenance District.

2) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Quincy Maintenance District.

3) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Welder position in the Quincy Maintenance Shop.

4) Approve and authorize Chair to sign amendment number 4 to agreement between Plumas County Public Works and MGE Engineering, Inc. for a traffic study at Court Street, not to exceed $34,786.41; (No General Fund Impact). Approved as to form by County Counsel.

D. SOCIAL SERVICES

1) Approve and authorize Chair to sign an Purchase agreement between Plumas County Department of Social Services and HP INC for the purchase of Computers, Monitors, and Printers; effective November 11, 2024; not to exceed $51,987.28; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an Purchase agreement between Plumas County Department of Social Services and CWD-G for the purchase of Scanners; effective November 5, 2024; not to exceed $8,339.94; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and UC Davis to develop Policy and Procedure documents; effective July 1, 2024; not to exceed $ 49,986.00; (No General Fund Impact) Realignment funds; approved as to form by County Counsel.

E. AUDITOR-CONTROLLER

1) Approve and authorize Chair to sign amendment No. Three to the agreement between Plumas County Auditor Controller and Rodney Craig Goodman Jr., CPA for contract extension; (No General Fund Impact) no monetary changes; approved as to form by County Counsel; discussion and possible action.

F. SHERIFF'S OFFICE

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish, to provide general automotive body repair services as needed; effective February 1, 2025; not to exceed $60,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

G. PLANNING

1) Approve REFUND in the amount of $989.00 to Anthony and Brandi Ruiz for a portion of the application fee of a denied Lot Line Adjustment; FY24/25 Department Budgets: $121.00 refund from Environmental Health (Org 2055045 / Object 45160) and $868.00 refund from Engineering (Org 2021045 / Object 45060).

2) Approve REFUND in the amount of $359.00 to Indian Valley Christian Fellowship for a portion of the application fee of a withdrawn Special Use Permit; FY24/25 Department Budget: $359.00 refund from Planning (Org 2049041 / Object 41030).

3) Approve REFUND in the amount of $1,020.00 to WF Land Investments, LLC for a portion of the application fee of a withdrawn Special Use Permit and Campground Permit; FY24/25 Department Budgets: $392.00 refund from Planning (Org 2049041 / Object 41030), $95.00 refund from Environmental Health (Org 2055045 / Object 45160), $345.00 refund from Public Works (Org 2052145 / Object 45009), and $188.00 refund from Engineering (Org 2021045 / Object 45060).

H. BEHAVIORAL HEALTH

1) Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Nurse due to resignation; (No General Fund Impact) Mental Health Funds.

3. DEPARTMENTAL MATTERS

A. PUBLIC WORKS - Rob Thorman

1) Approve and authorize Chair to ratify and sign a revised agreement between Plumas County Public Works and Tec Equipment, Inc.; effective September 1, 2024; not to exceed Thirty Thousand Dollars and 00/100 ($30,000.00); (No General Fund Impact); not approved by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign a revised agreement between Plumas County Public Works and Tec Equipment, Inc.; effective September 1, 2024; not to exceed Thirty Thousand Dollars and 00/100 ($30,000.00); (No General Fund Impact); not approved by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presents
Supervisor McGowan comments
Jackie McLaughlin comments
County Counsel comments

B. FACILITIES SERVICES & AIRPORTS - Nick Collin

1) **CONTINUED FROM DECEMBER 10, 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**

Motion: CONTINUED FROM DECEMBER 10, 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** None, **Seconded by** None.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
CAO Lucero presents

2) **CONTINUED FROM DECEMBER 10, 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**

Motion: CONTINUED FROM DECEMBER 10, 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 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
CAO Lucero presents
District Attorney Hollister comments
Chair Hagwood comments
Supervisor Engel comments
Supervisor McGowan comments
Rick Foster comments
Debra comments
Dan Kearns comments
Lindsay Shaw comments via Zoom
Jackie McLaughlin comments
Mike Gardner comments
Supervisor-Elect Mimi Hall comments via Zoom
Linda Judge comments

C. HUMAN RESOURCES/RISK MANAGEMENT - Debra Lucero, Travis Goings

1) Adopt **RESOLUTION** Amending Resolution No. 2024-8965 of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Jesse W. Leiss (Per Government Code Section 21156); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8974** Amending Resolution No. 2024-8965 of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Jesse W. Leiss (Per Government Code Section 21156); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Josh Mizrahi presents via Zoom

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero informs the Board that her update will be in January.

B. **Adopt RESOLUTION** to update the budget of the American Rescue Plan Act for Technology and Economic Development Business Support and

Approve and authorize supplemental budget transfer of $225,000 from ARPA Transfer-Out 2000358 - 58000 to Miscellaneous Expense 2000352 – 52170 to cover the over-budget costs associated with this resolution; approved by Auditor/Controller; No General Fund Impact; approved as to form by County Counsel; discussion, staff direction, and possible action. **Four/Fifths roll call vote.**

Motion: Adopt RESOLUTION No. 24-8977 to update the budget of the American Rescue Plan Act for Technology and Economic Development Business Support and

Approve and authorize supplemental budget transfer of $225,000 from ARPA Transfer-Out 2000358 - 58000 to Miscellaneous Expense 2000352 – 52170 to cover the over-budget costs associated with this resolution; approved by Auditor/Controller; No General Fund Impact; approved as to form by County Counsel; discussion, staff direction, and possible action. **Four/Fifths roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
Zach Gately presents
Mark P. comments and reads a letter to the Board
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18610
CAO Lucero comments
Debra comments
Supervisor McGowan comments

C. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Innovation Hub; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Innovation Hub; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presents

AMENDED MINUTES TO READ AS FOLLOWS

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Innovation Hub; effective Dec 17, 2024 through December **31, 2026; not** to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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 4 Hagwood,
Supervisor Engel wasn't present during the vote.
Zach Gately presents

D. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presents
Supervisor Goss recuses himself

AMENDED MINUTES TO READ AS FOLLOWS

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 3).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood
Zach Gately presents
Supervisor Engel wasn't present during the vote
Supervisor Goss recuses himself

E. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Lake Almanor Area Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Lake Almanor Area Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presents

AMENDED MINUTES TO READ AS FOLLOWS

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Lake Almanor Area Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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 4 Hagwood,
No: Supervisor - District 5 Engel
Zach Gately presents

F. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Quincy Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Quincy Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presents

AMENDED MINUTES TO READ AS FOLLOWS

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Quincy Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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 4 Hagwood,
No: Supervisor - District 5 Engel.
Zach Gately presents

G. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Eastern Plumas Chamber of Commerce, DBA The Lost Sierra Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Eastern Plumas Chamber of Commerce, DBA The Lost Sierra Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presents
Jane Braxton-Little comments

AMENDED MINUTES TO READ AS FOLLOWS

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Eastern Plumas Chamber of Commerce, DBA The Lost Sierra Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed $45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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 4 Hagwood
No: Supervisor - District 5 Engel.
Zach Gately presents
Jane Braxton-Little comments

H. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Plumas County Library and

Approve and authorize supplemental budget transfer(s) of $46,876.86 from Transfer – Out 2000358 – 58000 to TSF IN – ARPA Funds 2067048 – 48021; and of $8,890 from TSF IN – ARPA Funds 2067048 – 48021 to Program Subscriptions 2067052-523712 and of $37,977.86 from TSF IN – ARPA Funds 2067048 – 48021 to Computer 2067052-529500 to cover activities under resolution in item 4.B; approved by Auditor/Controller; effective Dec 17, 2024 through December 31, 2026; not to exceed $46,876.86; No General Fund Impact - ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Plumas County Library and

Approve and authorize supplemental budget transfer(s) of $46,876.86 from Transfer – Out 2000358 – 58000 to TSF IN – ARPA Funds 2067048 – 48021; and of $8,890 from TSF IN – ARPA Funds 2067048 – 48021 to Program Subscriptions 2067052-523712 and of $37,977.86 from TSF IN – ARPA Funds 2067048 – 48021 to Computer 2067052-529500 to cover activities under resolution in item 4.B; approved by Auditor/Controller; effective Dec 17, 2024 through December 31, 2026; not to exceed $46,876.86; No General Fund Impact - ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presents

*******CHAIR HAGWOOD REQUESTS A SHORT BREAK******

5. BOARD OF SUPERVISORS

A. Approve and authorize Chair to sign an agreement with Municipal Resource Group LLC (MRG) and the County of Plumas to provide professional consulting services, specifically around the review, development and facilitation of a Request for Proposal process for solicitation to provide outside legal counsel, as well as facilitate the process for selection. The project fee for this engagement is up to 50 hours of professional consulting services invoiced at $260 per hour, up to $13,000, in the attached Scope of Work, effective December 17, 2024; (General Fund Impact). This is an un-budgeted item; funds for this contract will be paid out of 2003052/521900 (CAO Professional Services) **Four/Fifths Roll call vote**

THIS ITEM WAS TABLED UNTIL A LATER DATE AT THE REQUEST OF THE CHAIR Motion: Approve and authorize Chair to sign an agreement with Municipal Resource Group LLC (MRG) and the County of Plumas to provide professional consulting services, specifically around the review, development and facilitation of a Request for Proposal process for solicitation to provide outside legal counsel, as well as facilitate the process for selection. The project fee for this engagement is up to 50 hours of professional consulting services invoiced at $260 per hour, up to $13,000, in the attached Scope of Work, effective December 17, 2024; (General Fund Impact). This is an un-budgeted item; funds for this contract will be paid out of 2003052/521900 (CAO Professional Services) Four/Fifths Roll call vote, Action: Approve, Moved by Supervisor - District 4 Hagwood, Seconded by Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (summary: Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Adopt **RESOLUTION** pertaining to Tax Revenue Exchange between The County of Plumas and the Peninsula Fire Protection District in Plumas County for the Annexation of the Territory within Chester Public Utility District in Plumas County and Divestiture of Fire and Emergency Services by Chester Public Utility in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8976** pertaining to Tax Revenue Exchange between The County of Plumas and the Peninsula Fire Protection District in Plumas County for the Annexation of the Territory within Chester Public Utility District in Plumas County and Divestiture of Fire and Emergency Services by Chester Public Utility in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Approve and authorize Chair to sign a Pre-Development and Construction Agreement between Plumas County and Indian Valley Community Services District for the Indian Valley Public Safety Center (Project) located at 19646 Highway 89 (APN 110-330-007-000); effective Dec 17, 2024, through the issuance of the Project certificate of occupancy or December 31, 2026, whichever is sooner; not to exceed $1,500,000; No General Fund Impact; funded by the 2021 Dixie Fire Trindel insurance disbursement held in trust by the County of Plumas; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Pre-Development and Construction Agreement between Plumas County and Indian Valley Community Services District for the Indian Valley Public Safety Center (Project) located at 19646 Highway 89 (APN 110-330-007-000); effective Dec 17, 2024, through the issuance of the Project certificate of occupancy or December 31, 2026, whichever is sooner; not to exceed $1,500,000; No General Fund Impact; funded by the 2021 Dixie Fire Trindel insurance disbursement held in trust by the County of Plumas; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presents
Chair Hagwood comments
Sheriff Johns comments
Adam Cox comments via Zoom
Supervisor Goss comments
Debra comments from the audience
Chief Orange comments
Jackie McLaughlin comments
CAO Lucero comments

D. **FURTHER DISCUSSION CONTINUED FROM NOVEMBER 5, 2024,** Funding request from the Indian Valley Community Services District (IVCSD) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote**

Motion: FURTHER DISCUSSION CONTINUED FROM NOVEMBER 5, 2024, Funding request from the Indian Valley Community Services District (IVCSD) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Debra makes a comment for Supervisor Goss to recuse himself, County Counsel sees no conflict with Supervisor Goss voting on this item.
Chair Hagwood comments
Sheriff Johns comments
Adam Cox comments via Zoom
Caller viz Zoom
******THIS ITEM WILL BE TABLED FOR A LATER DATE******

E. APPOINTMENTS

1) **CONTINUED FROM DECEMBER 10, 2024**: Appoint Desmond Waelder, and Dillon Parker to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Motion: CONTINUED FROM DECEMBER 10, 2024: Appoint Desmond Waelder, and Dillon Parker 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 = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Mr. Desmond Waelder name will be pulled from this item.

2) Appoint Ashliegh Boyd and Liberty Gott to the Plumas County Behavorial Health Commission for a three-year term beginning December 17, 2024; discussion and possible action.

Motion: Appoint Ashliegh Boyd and Liberty Gott to the Plumas County Behavorial Health Commission for a three-year term beginning December 17, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

F. CORRESPONDENCE

Correspondence will be taken up in item 5.G.

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

Supervisor McGowan reported on Mr. Fosters concerns creating policies and updating quarterly reports.
Supervisor Goss is leaving after the meeting for RCRC in Sacramento
Chair Hagwood attended the Transportation Committee meeting.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

******ALL CLOSED SESSIONS ITEMS WILL BE PULLED FROM THIS AGENDA******

A. Personnel: Public Employee Performance Evaluation - Child Support Services Director

B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Child Support Services Director

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)(1) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

No items were discussed during Closed Session

7. ADJOURNMENT

Adjourned meeting to Tuesday, January 7, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 18, 2025

SUBJECT: County Counsel

Recommendation:

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Background and Discussion:

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Action:

.

Fiscal Impact:

.

Attachments:
None

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Josh Brechtel, Interim County Counsel**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC for conducting confidential investigations; effective March 1, 2025; not to exceed $35,000.00; (No General Fund Impact) paid for by Social Services; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC for conducting confidential investigations; effective March 1, 2025; not to exceed $35,000.00; (No General Fund Impact) paid for by Social Services; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
The California Department of Social Services (CDSS) Civil Rights Unit (CRU) received a discrimination complaint and this complaint was remanded to the Plumas Department of Social Services. County Counsel is requesting the Board approve this contract with Boucher Law for an investigation of said complaint.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC for conducting confidential investigations; effective March 1, 2025; not to exceed $35,000.00; (No General Fund Impact) paid for by Social Services; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) paid for by Social Services.

Attachments:
1. 2025-03-04 Boucher Law LSA Standard FINAL

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into by and between COUNTY OF PLUMAS ("Client"), and BOUCHER LAW, PC ("Attorney").

1. SCOPE AND DUTIES. Client hires Attorney to provide legal services including conducting confidential investigations as may be required from time to time by the Client as set forth by this Agreement. Attorney shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, and timely pay Attorney's fee statements.

2. ATTORNEY-CLIENT PRIVILEGE. Confidential communication between the Client and Attorney shall be covered by the attorney-client privilege. As used in this Agreement, "confidential communication" means information transmitted between the Client and Attorney (including any paralegals, legal assistants, litigation support staff, consultants, and sub-consultants working under the direction of Attorney) in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Attorney is consulted, and includes any legal opinion formed and advice given by Attorney in the course of this relationship. Client agrees not to forward any confidential communication between Client and Attorney to any such third persons without first consulting with Attorney.

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

3. LEGAL FEES AND BILLING. Client agrees to pay Attorney for any services provided pursuant to this Agreement at the blended rate of Four Hundred Forty-Five Dollars ($445.00) per hour for in-house and "of counsel" attorneys, and Three Hundred Forty-Five Dollars ($345.00) per hour for non-attorney staff (including staff or contract paralegals, legal assistants, litigation support staff, and human resources consultants). Travel time and waiting time shall be charged to Client. An additional surcharge of $25.00 per hour shall apply for complex matters, including case preparation and attendance at litigation or administrative proceedings, court trials, mediations, arbitrations, administrative hearings, discovery hearings, testifying at trials and hearings, media inquiry and response, and COVID-19 or workplace violence incident case management. A 5%

administrative fee shall be included on invoices for any outside attorneys or sub-consultants billed to Client through Attorney.

The above rates, effective January 1, 2025, are subject to change at the Attorney's discretion upon thirty (30) days advance written notice whether directly or by invoice. Attorneys, consultants, and staff bill their time in minimum units of one-tenth (0.10) of an hour. Communications advice (e.g. via telephone, voicemail, e-mail) is billed to a minimum increment of three-tenths (0.30) of an hour. Attorney shall submit monthly to the Client a detailed statement of account for services. Client shall review Attorney's monthly statements for services rendered and costs incurred on a monthly basis and pay Attorney within thirty (30) days of receipt of the statement.

4. COSTS AND EXPENSES. Client shall reimburse Attorney for all reasonable and necessary expenses incurred by Attorney in the performance of the services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (in-house printing and copies shall be charged at $0.20 per page for black and white copies, and $0.70 per page for color copies); mileage expenses at the rate allowed by the Internal Revenue Service; bridge tolls; parking; long distance telephone and facsimile charges; computerized research (e.g. Lexis or Westlaw), including research services performed by Attorney's staff; postage; delivery costs (e.g. courier, overnight and express delivery); court fees; court reporters or transcription fees, including transcripts; deposition and discovery costs, including expert witness fees; travel expenses, including out-of-town transportation, lodging expenses and meals where appropriate; and, other similar costs. In-house AI generated transcripts are charged at $0.25/minute. At times, Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required, and Client shall be responsible for paying such fees and charges. Unless other arrangements are made, costs and expenses incurred by Attorney shall be itemized and included as part of the monthly fee statement.

The total amount paid by Client to Attorney under this contract shall not exceed Thirty-Five Thousand Dollars ($35,000).

5. INDEPENDENT CONTRACTOR STATUS. Attorney shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Attorney, its agents or employees, render the legal services required under this Agreement.

6. CONFLICTS. Attorney is not presently aware of any conflicts of interest which is adverse to Client. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and Attorney reserves the right to represent such clients in matters not connected with its representation of Client. If a potential conflict of interest arises in Attorney's representation of two clients, if such conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Attorney would withdraw from representing either client in the matter, and assist them in obtaining counsel.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding Client's discharge or Attorney's withdrawal, Client shall remain obligated to pay Attorney at the agreed rates for all services and expenses provided up through and including the effective date of termination, and for any services requested by Client after the date of termination. Attorney shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

8. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and shall not be construed as promises or guarantees.

9. CHANGE OR WAIVER. No change or waiver of any of the provisions of this Agreement shall be effective unless the change or waiver is in writing and signed by all parties.

10. PROFESSIONAL LIABILITY INSURANCE. Attorney maintains professional liability insurance, subject to a standard deductible.

11. FILE RETENTION AND DESTRUCTION OF CLOSED FILES. Attorney maintains electronic records of all Client files and destroys all paper documents related to the matter within seven (7) days after it has been received and preserved digitally. Therefore, clients wishing to receive paper copies of all file documents (including any original documents) shall notify Attorney within seven (7) days of the commencement of the matter. In addition, Attorney uses a cloud computing

service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

After Attorney's services conclude for the matter, any original documents of which Attorney is required by law to retain will be returned to Client, and Attorney is authorized to retain a digital copy of the case file. The case file includes Client papers and property as defined in Rule 1.16(e) of the California Rules of Professional Conduct. If Client does not request the case file for this matter, Attorney will retain the electronic case file for a period of five (5) years after a matter is closed.

If Client does not request delivery of the case file for a closed matter before the end of the five (5) year period, Attorney shall have no further obligation to retain the case file (in any format, including digitally) and may, at Attorney's discretion, destroy it without further notice to Client.

12. NO TAX ADVICE. Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 1 above. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

13. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURE. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be deemed one and the same instrument. This Agreement shall be binding upon the receipt of facsimile signatures or electronic transmittal via e-mail. A copy of a signature shall be deemed equivalent to an original signature, and fax and electronic signatures are equally binding as originals.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

16. SEVERABILITY. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. ATTORNEY'S FEES. If any legal action or arbitration or similar proceeding is instituted by either party concerning the payment of the fee charged hereunder, the prevailing party shall be entitled to collect its reasonable attorney's fees in addition to any other relief that party may obtain.

18. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement will take effect when Client and Attorney have executed it, but its effective date will be retroactive to the date Attorney first performed services. This Agreement shall continue in full force and effect until terminated in accordance with paragraph 7 above. Even if this Agreement does not take effect, Client shall be obligated to pay Attorney the reasonable value of any services Attorney may have performed at the request of Client.

19. AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Client and Attorney have executed this Agreement for Legal Services.

COUNTY OF PLUMAS

APPROVED AS TO CONTENT:

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

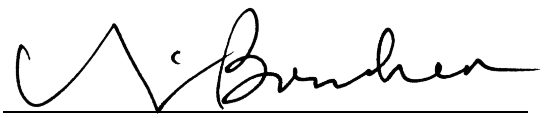
ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

BOUCHER LAW, PC

By: 
Christopher K. Boucher, President

Date: March 4, 2025

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director** **Mimi Hall, Supervisor - District 4, Vice-Chair** **Kevin Goss, Supervisor - District 2, Chair**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**CONTINUED DISCUSSION FROM MARCH 4, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.**

Recommendation:

CONTINUED DISCUSSION FROM MARCH 4, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Background and Discussion:

CONTINUED DISCUSSION FROM MARCH 4, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Action:

CONTINUED DISCUSSION FROM MARCH 4, 2025: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Fiscal Impact:

Discussion item with possible direction to staff.

Attachments:

None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**CONTINUED DISCUSSION FROM MARCH 4, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.**

Recommendation:

CONTINUED DISCUSSION FROM MARCH 4, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Background and Discussion:

This item is being placed on the agenda at the request of the Chair.

Action:

CONTINUED DISCUSSION FROM MARCH 4, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Fiscal Impact:

CONTINUED DISCUSSION FROM MARCH 4, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Attachments:

None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Letter of Invitation to Congressman Kevin Kiley to attend an in-person town hall meeting hosted by Plumas County; discussion and possible aciton.**

Recommendation:
Approve and authorize Chair to sign a Letter of Invitation to Congressman Kevin Kiley to attend an in-person town hall meeting hosted by Plumas County; discussion and possible aciton.

Background and Discussion:
This item was at the request of the Vice-Chair, Supervisor Hall based on a number of constituents request for the Board to approve a formal request to Congressman Kevin Kiley to hold a town hall meeting in Plumas County, hosted by the County.

Action:

Approve and authorize Chair to sign a Letter of Invitation to Congressman Kevin Kiley to attend an in-person town hall meeting hosted by Plumas County; discussion and possible aciton.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Kevin Kiley Town Hall Request 03182025

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
pcbs@countyofplumas.com

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 18, 2025

The Honorable Kevin Kiley
United States House of Representatives
6538 Lonetree Boulevard
Rocklin, California 95765
(916) 724-2575

Subject: Invitation to an In-Person Town Hall in Plumas County

Dear Congressman Kiley,

On behalf of the Plumas County Board of Supervisors, we invite you to attend an in-person town hall meeting in Plumas County. This event would provide an invaluable opportunity for our residents to engage directly with you, discuss key issues affecting our county, and ensure that the voices of rural communities in California's 3rd District are heard at the federal level.

We would greatly appreciate the opportunity to coordinate with your office to arrange a time and venue that best fits your schedule. Our community is eager to share concerns, ask questions, and collaborate on solutions that will improve the lives of those in our region.

Please let us know your availability at your earliest convenience so we can begin planning accordingly. Thank you for your service and commitment to the people of California's 3rd Congressional District. We look forward to welcoming you to Plumas County.

Sincerely,

Kevin Goss, Chair, Plumas County Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**March 18, 2025**
SUBJECT:	**Approve the updated 2025 Plumas County Acceptable Use Policy; discussion and possible action.**

Recommendation:
Approve the updated 2025 Plumas County Acceptable Use Policy; discussion and possible action.

Background and Discussion:
This policy was reviewed and updated to reflect the changes needed for E-Signatures.

Action:

Approve the updated 2025 Plumas County Acceptable Use Policy; discussion and possible action.

Fiscal Impact:

No General Fund Impact, policy review and action.

Attachments:
1. 3-12-25 AUP w ES
2. 3-12-25 AUP w ES w/redlines

PLUMAS COUNTY
ACCEPTABLE USE POLICY

COUNTY OF PLUMAS

ACCEPTABLE USE POLICY

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I. Purpose:

The purpose of this policy is to describe the acceptable use of Plumas County's technology assets (e.g., hardware, software, data, and authentication information) by County employees, and occasionally others such as contractors and volunteers (collectively referred to in this policy as "employees). Acceptable use of technology assets is essential to ensure Plumas County meets its regulatory requirements and maintains the confidentiality, integrity, and availability of technology assets used to provide public services.

This policy establishes the acceptable usage guidelines for all Plumas County-owned technology resources. These resources can include, but are not limited to, the following equipment:

- Computers
  - Desktop Computers, Laptops, Mobile Devices, Servers, etc.
- Network Equipment
  - Switches, Routers, Network, and Communications Cabling, Wall Plates, Wireless Antennas, Wireless Bridge Devices, Fiber Optic Lines, Fiber Optic Equipment, VoIP Phones, etc.
- Audio/Video Equipment
  - Video Codecs, HDTVs, Document Cameras, Projectors, Security Cameras, Miscellaneous Cabling, Digital Cameras and Camcorders, Printers, Copiers, Fax Machines, etc.
- Software
  - Operating Systems, Application Software, etc.
- Resources
  - Group Drive File Storage, Website File Storage, Email Accounts, Social Networking Accounts, etc.

This policy applies to all employees, contractors, consultants, temporaries, and other workers at Plumas County, including all personnel affiliated with third parties, including vendors. This policy also applies to all equipment that is owned or leased by Plumas County.

II. Overview

While Plumas County's IT Department (PCIT) desires to provide a reasonable level of freedom and privacy, users should be aware that all Plumas County-owned equipment, network infrastructure, and software applications are the property of Plumas County and therefore are to be used for official use only. Also, all data residing on Plumas County-owned equipment is the property of Plumas County and therefore, should be treated as such, and protected from unauthorized access.

The following activities provide a general roadmap to using Plumas County's technology resources acceptably:

- All passwords used to access Plumas County systems must be kept secure and protected from unauthorized use.
- No user account can be shared between individuals. Authorized users are responsible for the security of their passwords and accounts.
- Do not transfer personally identifiable information on portable equipment and storage devices.
- Do not keep personal data on your county devices (computer, laptop, etc.).
- All computers residing on the internal Plumas County network, whether owned by the employee or Plumas County, shall be continually executing approved virus-scanning software with a current, up-to-date virus database.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders.

- Personally identifiable information (PII) cannot be sent via electronic means unless through an encrypted email. PII should be transferred within the internal network, via an encrypted email, or through secure Virtual Private Network (VPN) connections.
- Off-campus work should be completed via a secure VPN connection so that no data is transferred off-network.
- All workstations should be kept secure. Users should lock the workstation when not attended to protect unauthorized users from accessing secure files.
- Under no circumstances is an employee of Plumas County authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing Plumas County-owned resources.

III. Exceptions

Requests for exceptions to this policy must follow the PCIT information security policy exceptions handling process. Please open a ticket with the helpdesk to request a policy exception.

IV. Definitions

All definitions are contained within the Acceptable Use Policy and Standards Glossary.

V. Policies

Acceptable Use Behavior

Plumas County must protect the confidentiality (authorized access to systems and information), integrity (authorized modification of systems and information), and availability (making sure systems and information are available when needed) of all technology assets supporting Plumas County's services. When engaged in the performance of your role with Plumas County:

- Attempts to disable or circumvent any Plumas County security controls, policies, or procedures (e.g., disabling virus protection or installing unauthorized software) are prohibited. This includes, but is not limited to:
  - Use of tools that compromise security (e.g., password crackers, network sniffers, attack frameworks and software distributions, proxies, unauthorized VPN clients, or other tunneling technology), except as authorized by the Plumas County Information Technology Director.
  - Attempts to disable, defeat, or circumvent any Plumas County information security components.
  - Intentional or careless interference with the normal operation of Plumas County technology assets.
- Use that violates Plumas County policy or local, state, and/or federal laws is strictly prohibited. This includes, but is not limited to:
  - Theft of Plumas County technology assets, including sensitive data.
  - Use of Plumas County systems for any type of harassment, which includes using any words or phrases that may be construed as derogatory based on race, color, sex, age, creed, disability, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal, or any other status protected by federal, state and local law.
- Unauthorized use, destruction, modification, or distribution of Plumas County external and internal systems, applications, and data is prohibited. This includes, but is not limited to:
  - Release or disclosure of Plumas County data to unauthorized parties inconsistent with federal, state, and local law (e.g., HIPAA, Chapter 42.56 RCW), Plumas County policies, or inconsistent with your assigned job role and responsibilities.

- Attempts to modify administrative settings and configurations or repair hardware and software. Such modifications, configurations, and repairs shall only be performed by authorized technology support personnel for your department or agency. This excludes basic troubleshooting such as closing and restarting an application or a restart/reboot of a single workstation. Modification, configuration, and repairs of enterprise information technology equipment and networking infrastructure shall only be performed by authorized support personnel in PCIT.
- Removal of technology assets from Plumas County premises without prior approval by authorized technology support personnel for your department or agency is prohibited. This excludes technology issued directly to you for employment purposes approved for taking home or from Plumas County premises by your supervisor, human resources personnel, or PCIT.
- Use of personal devices including computers, network devices, or any other personal equipment to make a direct network connection (wired or wireless) to Plumas County information systems within Plumas County facilities is prohibited.
- Personal devices such as mobile phones and tablets may be used to access Plumas County technology such as email, calendar, and unified communications and for purposes of multi-factor authentication. Personal devices may be denied access if insecure configurations are detected (e.g., a jailbroken phone, or a phone that does not use a password/PIN). Plumas County reserves the right to require personal mobile devices or mobile apps to be managed by a mobile device or mobile app management solution to protect Plumas County's technology and data.
- Use of information systems to solicit for commercial ventures, religious or political causes, or for personal gain unrelated to the processes of working for or on behalf of Plumas County is prohibited unless explicitly allowed by Plumas County policy or federal, state, or local law.
- Plumas County's assets must never be left unattended in an unsecured location (e.g., at the airport, or in a coffee shop). A secured location can be a locked vehicle (out of sight if possible), your home (secured from the use by family members and guests), or within designated areas in Plumas County facilities such as an assigned cubicle or equipment storage location. Please review Plumas County's Emergency Telecommuting Policy for further information regarding secured location requirements when telecommuting.
- When working remotely or in a Plumas County facility, workforce members must lock or log out of Plumas County technology assets like laptops when not in use to prevent an unauthorized individual from obtaining data or information. When working with regulated data, workforce members must take additional precautions (e.g., positioning the equipment so the screen cannot easily be viewed or using a screen protector) to prevent others from being able to view the information on the screen while in use. When regulated data is being communicated through phone calls or spoken aloud, workforce members must take precautions (e.g., closing a door, asking people to step out for a few moments, using a headphone, speaking softly, or finding an alternative way to communicate the information) to prevent access by unauthorized parties.
- Lost or stolen Plumas County technology assets must be reported immediately by opening a ticket with the helpdesk. Your department or agency may have additional procedures for lost or stolen assets. Please speak with your supervisor to determine what these additional procedures may be.
- Upon termination of any Plumas County workforce member, including a third party or contractor, all Plumas County technology assets must be returned to Plumas County.
- Hardware and software must be procured per Plumas County procurement policies, in compliance with PCIT policies and standards, and properly licensed and registered in the name of Plumas County.

- The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Plumas County.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Plumas County or the end-user does not have an active license are strictly prohibited.
- Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted before the export of any material that is in question.
- Introduction of malicious programs into the network or server environments (e.g., viruses, worms, Trojan horses, rootkits, etc.).
- **Revealing your account password to others or allowing the use of your account by others. This includes family and other household members when work is being done at home.**
- Using a Plumas County computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction or Plumas County's Harassment, Discrimination, Retaliation Policy.
- Making fraudulent offers of products, items, or services originating from any Plumas County account.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Plumas County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Plumas County or connected via Plumas County's network.

Personal Use

Plumas County technology assets are purposed for conducting the business of Plumas County. Occasional personal use of technology equipment issued to workforce members is permitted (e.g., phones and/or unified communication systems, workstations and peripherals like keyboards, monitors, mice, printers, copiers, and fax machines) if the use:

- Does not introduce additional financial costs to Plumas County;
- Does not interfere with your assigned job duties;
- Does not preempt or interfere with Plumas County service delivery; and,
- Does not otherwise violate Plumas County, departmental, or agency policies.

Information created, processed, sent, received, or stored during personal use of Plumas County technology assets will not be handled differently by Plumas Count y. Use of the Internet/Intranet via the County's system must withstand public scrutiny. Such information may be subject to Plumas County policies, and federal, state, and local laws including Chapter 3.5 of Title 1, Division 7 of the California Government Code (Public Records Act) . A public record is any writing containing information relating to the conduct of the public' s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. Cal. Gov't Code§ 7920.530. The CPRA applies to information processed, sent, and stored on the Internet/Intranet. Additionally, records of Internet/Intranet use may be requested during litigation discovery. No use of licensed or copyrighted material should be made without permission from the holder of the license .

Personal files should not be permanently stored on Plumas County technology assets. **Plumas County is not responsible for backing up or recovering personal data.**

Acceptable Use of the Internet/Intranet

The Internet/Intranet has become an increasingly important source of information for County employees. Many County employees, and occasionally others such as contractors and volunteers, are provided access to the Internet/Intranet to assist in the performance of their work for the County. However, the diversity of information available on the Internet brings with it the potential for abuse.

You are representing Plumas County when using Plumas County's technology to access the internet, and some types of activities on the internet can pose a security risk to Plumas County's technology assets. You are responsible for ensuring that your use of the internet is appropriate, ethical, lawful, and within the scope of your employment at Plumas County.

Plumas County reserves the right to block access to internet websites and addresses, including malicious internet websites or internet addresses unrelated to Plumas County's business. Blocked websites may include possibly malicious or hacked websites, websites that contain inappropriate or offensive content, or websites provided from geographic locations known to be hostile to the United States. These websites could lead to the disclosure of non-public information. You may submit a ticket to the helpdesk to unblock websites for legitimate business usage.

Plumas County may restrict internet use to reserve bandwidth and resources for critical Plumas County services during an emergency or severe internet service impact regardless of the legitimacy of the content. Plumas County may monitor and log the use of the internet by technology assets connected to Plumas County-

operated networks to comply with various laws, legal proceedings, or internal policy, to troubleshoot and support technology, or to monitor and investigate the unauthorized activity. This includes, but is not limited to:

- Use of monitoring tools installed locally on a workstation;
- Analysis of various logs generated by the user or system activity (such as proxy servers, network devices, authentication and directory servers, intrusion prevention/detection devices, firewalls, web/file servers, and other systems as necessary); and,
- Traffic analysis on inbound or outbound network traffic, including the interception, decryption, and inspection of encrypted traffic.
- Use of the Internet/Intranet is restricted to official County business purposes only defined as "Assignments given by supervisors and/or department heads requiring the use of the internet/intranet."

Passwords should NOT be shared with anyone and account sharing is prohibited.

Access to the Internet/Intranet is provided as a business tool, however, its reasonable, incidental use for personal purposes is acceptable, so long as such use does not interfere with the performance of work duties or the operation of County information systems.

No employee, however, may use the Internet/Intranet for inappropriate purposes, such as but not limited to the following:

- Personal profit, including commercial solicitation or conducting or pursuing their business interests or those of another organization.
- Unlawful or illegal activities, including the downloading of licensed material without authorization, or downloading copyrighted material from the Internet/Intranet without the publisher's permission.
- To access, create, transmit, print, download, or solicit material that is or may be construed to be harassing or demeaning toward any individual or group for any reason, including based on race, color, sex, age, creed, disability, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal, or any other status protected by federal, state and local law.
- To access, create, transmit, print, download or solicit sexually-oriented messages or images.
- The knowing propagation or downloading of viruses or other contaminants.

Access to Usage Records

Employees should have no expectation of privacy in their usage of the Internet/Intranet. An audit authority designated by a department head may monitor the usage of the Internet/Intranet by department employees, including reviewing a list of sites accessed by an employee within the department; an audit and examination of usage by an agency or department head shall be performed by a person designated by the County Administrator. For this purpose, records of access to sites, materials, and services on the Internet/Intranet may be recorded and retained for a time set by the County. The County or Department Head may restrict access to certain sites that it deems are not necessary for business purposes.

This policy does not supplant the legal protections available to shield confidential, internal County communications from third-party requests, such as information exempt from disclosure under the CPRA, shielded by attorney-client privilege, or subject to a state law mandating confidentiality for the specific subject matter.

Do not use your Plumas County email address as the account information for any personal accounts used to access internet services, websites, and social media (e.g., LinkedIn). You must use separate credentials and

your personal email address for those activities. You may use your Plumas County email address as a username when creating an account related to your employment responsibilities at Plumas County.

Acceptable Use of Electronic Messages

Malicious individuals often use email when trying to acquire Plumas County customer data, non-public information, and data, or to compromise Plumas County's technology assets. You are required to use Plumas County messaging applications (e.g., email, instant message, text messaging, etc.) in the following professional manner:

- Not all workforce members are authorized to access the same data. Accounts are issued solely for the use of the individual to whom the account has been assigned. Sharing individual account information may lead to unintentional disclosure of data and is prohibited.
- Shared mailboxes where an authorized workgroup can monitor emails sent to and from the shared mailbox are allowed. A shared mailbox is a type of user mailbox that doesn't have its username and password. As a result, users can't log into them directly. To access a shared mailbox, users must first be granted "Send As" or "Full Access" permissions to the mailbox. Once that's done, users sign in to their mailboxes and then access the shared mailbox by adding it to their Outlook profile.
- Administrative delegation of access to an individual email account is acceptable (e.g., an executive or administrative assistant, or a peer), if this is accomplished through the email system's delegation functionality and not by sharing credentials.

If you have doubts or serious concerns about the origin or authenticity of an electronic message, or if you receive a highly abnormal or suspicious message, you should report the message by submitting a ticket to the helpdesk. Your department or agency may have additional reporting requirements so check with your supervisor.

Use caution when opening emails and attachments, particularly those received from an external sender.

- Don't open any attached files or click on hyperlinks to download files containing macros, scripts, or executables from an unknown or suspicious source.
- Malicious messages often appear to come from a valid source and could attempt to make you disclose personal or sensitive information. Use caution when opening attached files or clicking on hyperlinks, or when unusual requests or information is included in the email even if from a familiar sender.
- Training will be provided on detecting malicious emails to all Plumas County workforce members. Additional training may be required if there is repeated susceptibility to malicious emails by individuals.
- Do not forward Plumas County email containing confidential, sensitive, or regulated data to personal email accounts.
- Automatic forwarding of email through the use of rules to any external domain (non-countyofplumas.com or other Plumas County-owned and operated domains) requires approval by PCIT and can be requested by opening a ticket with the helpdesk.
- Do not send fictitious or forged messages that could be mistaken for official Plumas County statements, marketing, or materials.
- Do not send junk mail or chain letters.
- Do not use profanity, inappropriate language, pornography or sexually explicit material, slanderous, discriminatory language, harassment, or misleading content.
- Do not use Plumas County messaging applications to send unprofessional, threatening, libelous, or derogatory messages.

Acceptable Use of Voice Communications Systems

Plumas County's phone and communication systems are provided to facilitate business activities. Similar to internet browsing and other computing activities, phone call information and metadata (e.g. Caller ID, Date and Time of Call, Call Duration) may be monitored and logged.

- If the call will be recorded, you must notify all call participants that the call will be monitored or recorded, including the purpose of recording at the outset of the recording and include the notification in the recording. This does not apply to lawful monitoring or recording that does not require consent per federal, state, or local law (e.g., Cal Penal Code Section 633). Voicemail or other automated telephony system recordings comply with this section if the recorded greeting indicates that the caller has reached a voicemail system or is about to be recorded.
- Call recordings containing sensitive or regulated data presents serious security and compliance risk and should be avoided. Departments or agencies that will purposefully and continuously record sensitive or regulated data such as payment card data or protected health information must notify PCIT unless explicitly authorized in federal, state, or local law (e.g., calls to 911).

Acceptable Use of Wireless Networks

Not all wireless networks are configured with strong security protections. In addition, unauthorized and malicious wireless devices may pose a risk to Plumas County technology assets. While performing your role at Plumas County:

- Direct connections (i.e., directly connected to internal wireless access points or physical network infrastructures like a data jack in a wall plate or a network switch port) to Plumas County's protected internal private wired and wireless network are provided only to Plumas County workforce members using Plumas County-owned and operated technology assets. Third parties, vendors, contractors, and other non-Plumas County personnel access to Plumas County's protected internal private wireless or wired network is prohibited without prior approval by PCIT who may employ security measures to prevent unauthorized network connectivity. If an exception is required for a legitimate business need please open a ticket with the helpdesk.
- Third-party internet access (such as access provided at airports, hotels, and coffee shops) carries potential security risks to Plumas County technology assets. Special care should be taken to ensure you are connecting to the correct network and not bypassing any security alerts and warnings.
- Plumas County's wireless network infrastructure may only be altered and managed by authorized PCIT personnel.
- You must not install, connect, or modify any wireless infrastructure such as Wireless Access Point (WAPs) to Plumas County's network without explicit written authorization from the PCIT.

Acceptable Use While Utilizing Remote Access Technology

Remote access to Plumas County's applications is available for workforce members to work outside of the office or for telecommuting. While using remote access:

- Ensure you do not type any remote access passwords while someone is watching.
- Only store passwords in a password manager or browser configuration approved by PCIT.
- Do not leave technology assets unattended and remotely logged on to Plumas County's network. When not in use, store your equipment and media used to remotely access Plumas County systems in a secured location.

- **Do not share passwords, smart cards, tokens, keys, fobs, or any other access or authentication devices with any other person.**
- Vendors must be limited to the minimum amount of privilege and access required to perform the necessary duties while using remote access methods approved by PCIT.
- Remote support sessions must first be authorized by PCIT support personnel before the session is established and terminated as soon as the vendor has finished their work.
- No vendor may be given remote access that is not strictly controlled and monitored.
- Vendors shall not be given permanent remote access to Plumas County's network unless that access is strictly limited to the systems supported by the vendor and controls are in place to monitor their activities to ensure they are not able to gain additional access to other Plumas County technology assets from the systems they can remotely access.

Remote access to technology assets that contain sensitive or regulated data requires multi-factor authentication and the use of a secure connection between the host and the remote device.

- You must not use remote access products like TeamViewer, GoToMyPC, or similar products unless approved by PCIT.
- Do not use unsecured public or private wireless networks. Do not bypass warnings that indicate the wireless network is not secure.

Acceptable Use of Social Media

Employees of Plumas County may be able to access social media services and social networking websites at work, either through company IT systems or via their equipment for work purposes.

This social media policy describes the rules governing the use of social media at Plumas County and describes how employees conduct themselves when using Plumas County/Plumas County Department social media accounts. It also explains the rules about using personal social media accounts at work and describes what staff may say about the County/Department on their personal accounts.

Social media sites and services include (but are not limited to):

- Popular social networks like **Twitter** and **Facebook**
- Online review websites like **Reevoo** and **Trustpilot**
- Sharing and discussion sites like **Reddit**
- Photographic social networks like **Instagram**
- Question and answer social networks like **Quora** and **Yahoo Answers**
- Professional social networks like **LinkedIn**

Why this policy exists

Social media can bring significant benefits to Plumas County/Plumas County Departments and the community, particularly for building relationships with residents who may seek services or benefit from programs.

However, employees who use social media within the County/Department must do so in a way that aligns with the Plumas County/Plumas County Department's mission and values.

An inappropriate status update can generate complaints, alienate residents, or damage Plumas County and/or Plumas County Department's reputation. There are also security, privacy, and data protection issues to consider.

This policy explains how employees can use social media safely and effectively.

Responsibilities

Everyone who operates a Plumas County/Plumas County Department social media account or who uses his/her personal social media accounts at work has responsibility for implementing this policy. Some staff within each County Department may have key responsibilities in managing social media. Each County Department is in charge of managing its own social media pages but **must notify I.T. so that the social media account can be added to ArchiveSocial, our public record request archive.**

General Social Media Guidelines

- **The power of social media**
  Plumas County recognizes that social media offers a platform for the County and County Departments to conduct outreach; stay connected with clients and the community, and build its reputation online. Plumas County also believes its employees should be involved in relevant conversations on social networks. Social media is an excellent way for employees to make useful connections; share well-researched information and shape discussions.
- **Basic guidelines**
  Regardless of which social networks employees are using, or whether they are using the agency or personal accounts on company time, following these simple rules helps avoid the most common pitfalls:
  - **Know the social network.** Employees should spend time becoming familiar with the social network before contributing. It is important to read any FAQs and understand what is and is not acceptable on a network before posting messages or updates.
  - **If unsure, do not post it.** Staff should err on the side of caution when posting to social networks. If an employee feels an update or message might cause complaints or offense - or be otherwise unsuitable - they should not post it. Staff members can always consult their supervisor or Department Head for advice.
  - **Be thoughtful and polite.** Many social media users have gotten into trouble simply by failing to observe basic good manners online. Employees should adopt the same level of courtesy used when communicating via email.
  - **Look out for security threats.** Employees should be on guard for social engineering and phishing attempts. Social networks are also used to distribute spam and malware. (Further details below.)
  - **Keep personal use to break time.** Plumas County believes that having employees who are active on social media can be valuable both to those employees and to the County or County Departments. Personal use should only happen during break time.
  - **Keep work and personal accounts separate.** It can be tricky when you know clients through work and outside of work. Keep accounts separate by using County/County Department accounts for work-related posts, and personal accounts for personal posts.
  - **Do not make promises without checking.** Some social networks are very public, so employees should not make any commitments or promises on behalf of the Plumas County Department without checking that the County/Department can deliver on the promises. Direct any inquiries to the Department Head.
  - **Handle complex queries via other channels.** Social networks are not a good place to resolve complicated inquiries and client issues. Once a client has made contact, employees should handle further communications via the most appropriate channel - usually email, telephone, or private message.
  - **Do not escalate things.** It is easy to post a quick response to a contentious status update and then regret it. Employees should always take the time to think before responding and hold back if they are in any doubt at all.

Use of Department/County Social Media Accounts

This part of the social media policy covers all use of social media accounts owned and run by Plumas County/Plumas County Departments.

- **Authorized Users**
  - Only people who have been authorized to use Plumas County/Plumas County Department social networking accounts may do so.
  - Authorization is provided by the Department Head. It is granted when social media-related tasks form a core part of an employee's job.
  - Allowing only designated people to use the accounts ensures the County/Department's social media presence is consistent and cohesive.
- **Creating Social Media Accounts**
  - New social media accounts in a Plumas County/Plumas County Department's name must not be created unless approved by the Department Head.
  - If there is a case to be made for opening a new account, employees should raise this with their Department Head.

Purpose of Social Media Accounts

Plumas County/Plumas County Department's social media accounts may be used for many different purposes.

Employees should only post updates, messages, or otherwise, use these accounts when that use is clearly in line with the County/Department's overall mission and objectives. For instance, employees may use company social media accounts to:

- Respond to community inquiries and requests for help, articles, and other content created by County Departments or other vetted sources, share insightful, well-researched articles, videos, media, and other content relevant to the County Department, but created by others, and provide fans or followers with an insight into what goes on at Plumas County/Plumas County Departments. Social media is a powerful tool that changes quickly. Employees are encouraged to think of new ways to use it and to put those ideas to the Department Head.

Inappropriate Content and Uses

Plumas County/Plumas County Department social media accounts must not be used to share or spread inappropriate content, or to take part in any activities that could bring the Department into disrepute. Inappropriate content includes pornography, racial or religious slurs, gender-specific comments, information encouraging criminal skills or terrorism, or materials relating to cults, gambling, and illegal drugs.

Employees must not share personal grievances with co-workers on the Plumas County, Plumas County Department, or personal social media pages.

When sharing an interesting article or piece of content, employees should always review the content thoroughly, verify the source as reputable, and should not post a link based solely on a headline.

Personal Social Media Rules

Acceptable use:

- Use of social media accounts for non-work purposes is restricted to non-work times, such as breaks and during lunch.
- Talking about the County/Department:

- Employees must clarify that their social media account does not represent Plumas County/Plumas County Department's views or opinions.
- Staff may wish to include a disclaimer in their social media profiles: 'the views expressed are my own and do not reflect the views of my employer.

Copyright

Plumas County/Plumas County Departments must respect and operate within copyright laws. Users may not use social media to:

- Publish or share any copyrighted software, media, or materials owned by third parties, unless permitted by that third party.
- Share links to illegal copies of music, films, games, or other software.
- *If staff wish to share content published on another website, they are free to do so if that website has obvious sharing buttons or functions on it.

Security and Data Protection

Employees should be aware of the security and data protection issues that can arise from using social networks.

- **Maintain confidentiality**
- **Users must not:**
  - Share or link to any content or information that could be considered confidential.
  - Share or link to any content or information owned by another company, agency, department, or person that could be considered confidential.
- **Protect social accounts:**
  - Company social media accounts should be protected by strong passwords that are changed regularly and shared only with authorized users.
  - Staff must not use a new piece of software, app, or service with any of the Plumas County/Plumas County Department social media accounts without receiving approval from the Department Head.
- **Avoid social scams:**
  - Staff should watch for phishing attempts, where scammers may attempt to use deception to obtain information relating to either the company or its customers.
  - Employees should never reveal sensitive details through social media channels. Customer identities must always be verified in the usual way before any account information is shared or discussed.
  - Employees should avoid clicking links in posts, updates, and direct messages that look suspicious. In particular, users should look out for URLs contained in generic or vague-sounding direct messages.
  - Do not seek to influence a politician or public official on an issue through social media campaigns.

Electronic Signature Use

The Countywide eSignature Policy shall be used by Plumas County Agencies and Departments to increase productivity and ensure convenient, timely, and appropriate access to County information by using electronic signature technology to collect and preserve signatures on documents quickly, securely, and efficiently.

This Policy establishes when electronic signature technology may replace a hand-written signature, to encourage the use of paperless, electronic documents whenever appropriate and allowed by law. This Policy applies to all signatures used in processing various County documents and assumes the County signer has been

given the authority to sign as determined by Agency/Department business process and the County Purchasing Policy.

While the use of electronic signatures is suggested and encouraged, this Policy does not require any Agency/Department to use electronic signatures, nor can the County mandate that any third party signs a document using an electronic signature.

Background/Discussion

Electronic Signature is the broad umbrella category under which all electronic signatures fall.

The legality and use of Electronic Signatures are governed by federal and state law. (See 15 U.S.C. §§ 7001, et seq. [U.S. Federal Electronic Signatures in Global and National Commerce Act]; California Government Code §16.5; California Civil Code §§ 1633.1, et seq.)

Intended Goals for eSignature

- **Security and Legal Compliance:** The use of e-forms and e-signature provides a secure method of signing and transferring documents electronically. A document cannot be altered after the signer has completed the e-signature. Additionally, a history of any changes made to the document before the signature is kept with the document and cannot be changed or deleted. When electronic signatures are used, hash values are attached to the document to verify the authenticity of a document during any transfer for added security.
- **Integration into business processes:** The eSignature process may fit into pre-existing business practices, provide automated processes, retrieve documents, use standard Application Program Interfaces (API), generate reminders and expiration settings, and allow multiple people to view a document and track its progress.
- **Simplified workflow**: E-signatures eliminate resource-intensive processes that require agencies, the public, and staff to manually sign documents. Features of the e-signature process include automation of simple forms, the ability to track and review changes, varying the recipient roles, tag signatures, etc.
- **Cost benefits:** There is a potential cost saving from not having to print, file, scan, and store paper copies. The County will save also on certified mail, postage, printing, ink, envelopes, and paper.

Policy

This Policy applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the policy of the County to encourage the use of electronic signatures in all internal and external activities, documents, and transactions where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on the Department's preferences. In such situations, affixing an electronic signature to the document in a manner consistent with this Policy shall satisfy the County's requirements for signing a document. As used in this Policy, the term "signature" includes using initials on a document instead of a signature.

Implementation Procedures

E-signatures may be implemented using various methodologies depending on the associated risks that may include fraud, non-repudiation, and financial loss. The quality and security of the e-signature method should be commensurate with the risk and any requirements to assure the authenticity of the signer.

Agency/Department Discretion

Each Department has the discretion to decide whether to permit the use of electronic signatures. Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used. In addition, each Agency/Department that opts to use electronic signatures must adopt/amend their business practices to support the requirements of this Policy.

Requirements of eSignature

The use of electronic signatures is permitted and shall have the same force and effect as the use of a "wet" or manual signature if all the following criteria are met:

- The electronic signature is unique to the person using it.
- The electronic signature is capable of verification.
- The electronic signature is under the sole control of the person using it.
- Email notifications requesting electronic signatures must not be forwarded.
- These requirements prohibit the use of proxy signatures.
- The electronic signature is linked to the data in such a manner that if the data is changed after the electronic signature is affixed, the electronic signature is invalidated.

Document Type Examples	Is Use of an Electronic Signature Acceptable?	Notes
Memos, Forms, Board Letters, and Other Correspondence	Yes	Electronic Signature is recommended.
Contracts	Yes	Electronic Signature is recommended.
Certificates, Permits	Yes, if allowed by law	Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used.
Documents Requiring Notarization	No	
Document Requiring the Board Chair's Signature		Yes, as long as applicable laws permit an electronic signature. Please see Exemptions

Common Types of Documents

This Policy is intended to broadly permit the use of electronic signatures. Examples of common types of documents are listed in the above table, with notes on each type of document. Agencies/Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used.

Documents Involving Other Parties

In the case of contracts or transactions which must be signed by outside parties, each party to the agreement must agree in advance to the use of an electronic signature. No party to a contract or other document may be forced to accept an electronic signature; they must be permitted to decide either way. Such consent may be withdrawn by the other party at any time such that future documents must be signed in hardcopy format.

When a document is electronically signed by all parties, the County will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by the other parties.

Setup & Use

To set up employees authorized to send out documents for eSignature, Agency/Department Security Administrators should contact PC IT.

Storage and Archiving of Electronically Signed Documents

If a document exists only electronically, steps should be taken by each Agency/Department to ensure that a fixed version of the final document is stored in some manner. It is up to the Department to decide how to

store these final electronic documents so long as it does so in a manner consistent with any applicable County document retention policies and any applicable laws.

eSignature Solution Providers

The Plumas County Information Technology Department will be responsible to determine acceptable technologies and eSignature providers consistent with current state legal requirements and industry best practices to ensure the security and integrity of the data and the signature.

Exemptions

Electronic signatures may not be used in all situations. Documents that may not be completed using electronic signature include, but are not limited to:

- Laws governing the creation and execution of wills, codicils, or testamentary trusts;
- Certain transactions governed by the Uniform Commercial Code; laws requiring specifically that identifiable text or disclosures in a record or portion of a record be separately signed, including initialed, from the record; and
- Certain transactions governed by the Business and Professions Code. (Cal. Civ. Code § 1633.3)
- Any document that requires a "wet" or manual signature due to statutory requirements, or the terms of an MOU, grant, or other contract.

A non-exhastive list of documents that may not be signed with an electronic or digital signature pursuant to statute is incorporated herein as Attachment 1.

Conclusion

The use of e-Signature is intended to make Plumas County business practices more efficient. The process eliminates the need to print, file, and store paper copies of documents that can now be authenticated digitally and stored electronically.

Multi-Factor Authentication Policy

The purpose of a Multi-Factor Authentication (MFA) Policy is to enable a means of strong authentication for those users with access to sensitive information and information systems resources or have a privileged level of system support access while ensuring ease of use and adoption for the user(s). The adoption of a Multi-Factor Authentication (MFA) Policy will reduce the likelihood of unauthorized access, provide demonstrated compliance to federal and industry mandates, as well as enable the solicitation, assessment, and selection of MFA solutions that will implement the requirements of this policy. The purpose of this policy is to define requirements for accessing County of Plumas computer systems, including, but not limited to Microsoft 365 email services, and Virtual Private Networks (VPNs) containing sensitive data from both on and off-campus. The standards outlined in this policy are intended to minimize potential security risks which may result from unauthorized use of the County of Plumas computing resources.

The goals of this policy are as follows:

- 1. Protect the identities of the County of Plumas systems from compromise.
- 2. Protect the security, confidentiality, and integrity of computing network accounts.
- 3. Protect system administration accounts from misuse.

The goal of multi-factor authentication is to create a layered defense and make it more difficult for an unauthorized person to access a target such as a computing device, network, or database. If one factor is compromised or broken, the attacker still has at least one more barrier to breach before successfully breaking into the target.

User requirements

- Register a device that can receive push notifications or codes via the FREE Microsoft Authenticator Mobile app.
- When users attempt to log into a County of Plumas system protected by multi-factor authentication, the system will "challenge" the user by requesting a second factor of authentication. This second factor could be an acknowledgment of a push notification, a code, or a physical token. This second factor will be provided through the secure method(s) the user selected during registration.
- It is the user's responsibility to promptly report compromised credentials to Plumas County Information Technology (PCIT).

Registration

Users will use the multi-factor authentication self-enrollment process to register their authentication device(s) and install the FREE Microsoft Authenticator Mobile app. More information is available in the process guide https://plumascounty.us/DocumentCenter/View/41389/MFA-Instructions.

Devices

The preferred method for delivering access codes and/or push notifications is via the Microsoft Authenticator mobile app, which can be installed on any supported smartphone or tablet. The Microsoft Authenticator app is the preferred and recommended solution for County of Plumas users. Users are encouraged to use personally owned smartphones or tablets for the Microsoft Authenticator mobile app. The use of jailbroken/rooted devices is prohibited.

Receiving Microsoft multi-factor authentication codes via SMS is an option for users who cannot access a smartphone or tablet but do own a mobile device capable of receiving SMS messages, but users are encouraged to use the Microsoft Authenticator mobile app if possible.

Microsoft Authenticator may, at its discretion, drop app support for older versions of mobile operating systems. Microsoft maintains the full list of supported devices.

Lost or Stolen Devices

If a user's registered device is lost or stolen, or the user has reason to suspect their Plumas County Online ID credentials have been compromised, the user must contact PCIT IMMEDIATELY.

Off-Hours and Emergency Access to Protected Data

PCIT shall maintain internal procedures for processing emergency access requests if issues arise with the multi-factor authentication process. Users should contact PCIT for access.

Exclusions for Special Circumstances:

There may be situations in which an employee of the County of Plumas has a legitimate need to utilize Plumas County technology resources outside the scope of this policy. The IT Department Head may approve, in advance, exception requests based on balancing the benefit versus the risk to the County. Exception requests must be made through the FreshService ticketing system. Policy exception requests shall be made to the IT Department Head and include a brief description of the system and/or type of data access requested. Please be certain to indicate if the user handles Personally Identifiable Information (PII) or other confidential information, such as electronic protected Health Information (ePHI), financial data, credit card payments, Social Security numbers, or works with children.

Due to the evolving nature of technology, cyber threats, and the changing roles of users at the County of Plumas, all exemptions will be reviewed periodically and at the discretion of the IT Department Head in

collaboration with IT staff. This review will verify that the need stated in the request is still valid and/or that the user still requires the approved multi-factor exempted access.

Consequences:

Failure to register a device will result in an inability to use multi-factor authentication. If multi-factor authentication is required for a system, the user will not be allowed to authenticate and use the system.

Users may not attempt to circumvent login procedures, including Microsoft multi-factor authentication, on any computer system or otherwise attempt to gain unauthorized access. Attempts to circumvent login procedures may subject the user to disciplinary action including, but not limited to, suspension of the user's access to the electronic information resources. Financial losses incurred due to the use of Microsoft multi-factor circumvention techniques are the responsibility of the user, and the County may seek financial restitution from users who violate this policy.

VI. No Expectation of Privacy

Plumas County must monitor all systems and users of technology assets to maintain a secure environment and meet compliance requirements. You should not expect privacy or confidentiality while using Plumas County technology assets, including internet access and emails. Usage may be monitored for policy, security, or network management reasons and is subject to inspection at any time. Inspection and monitoring of Plumas County technology assets by management does not require the consent of individual workforce members.

All electronic messages or data created, stored, transmitted, or received over Plumas County systems or through Plumas County internet connections are subject to inspection or monitoring. Plumas County reserves the right to store and/or access the contents of any messages or data sent over its networks and use that information to enforce its policies or comply with federal, state, or local law. If the content violates regulations or laws, Plumas County reserves the right to submit the information to law enforcement for potential prosecution.

VII. Reporting Known or Suspected Vulnerabilities or Security Incidents

You must report known or suspected security weaknesses, instances of inappropriate access, and suspicious activities to PCIT by opening a ticket with the helpdesk. Your department or agency may also have reporting requirements so please check with your supervisor.

You will be responsible for the confidentiality, integrity, and availability of your files. If concerning circumstances occur with your files such as inappropriate access, loss of the files, or changes are made to files without your consent please speak with your supervisor and report this issue by opening a ticket with the helpdesk.

You must report suspicious activities happening to or on your workstation such as someone remote controlling the workstation without your consent or new and unfamiliar software performing unusual activities by opening a ticket with the helpdesk.

VIII.Maintenance

This policy will be maintained by PCIT. This includes, but may not be limited to:

- Interpretation of this policy
- Ensuring this policy content is kept current
- Recommending updates to this policy and related resources

- Developing an escalation and mitigation process if a Department is not in compliance
- Assisting Organizations to understand how to comply with this policy
- Monitoring annual compliance by Departments

IX. Consequences for Noncompliance

Violations of this policy may be grounds for disciplinary action, up to and including termination and enforcement action which may include civil or criminal charges. Any improper technology asset usage will not be disclosed by the County to others except to the extent necessary to consider and implement discipline, for other employment-related purposes, or to respond to litigation requests. Potential criminal conduct which is revealed by improper technology asset usage will be referred to the appropriate law enforcement authorities.

X. Acceptable Use Policy and Standards Glossary

Acceptable Use: A term referring to the usage of Institutional Information and IT Resources that complies with Plumas County's security, privacy, and ethics policies.

Archive: Data that has been removed from the storage system to another (off-line) location for historical purposes, available for reference or recovery on an as-needed basis. The archive medium may be different from that of the previously stored data, may be in a different physical location, and may, depending on the media and software used, be usable only after it has been run through a "restore" process.

Authentication: The process by which you prove your identity to another party. "Authentication is the act of confirming the identity of an individual by verification of the digital credentials presented by the individual when accessing a resource. An *authentication credential* may be:

something the individual knows, such as a password, passphrase, or other secret information
something the individual has, such as a smart card with a public-key certificate
something that is biologically part of the individual, such as a fingerprint or a retina

Breach (Breach of Security): Any confirmed disclosure or unauthorized acquisition of County Information that compromises the security, confidentiality, or integrity of County Information maintained by Plumas County. Good faith acquisition of personal information by a County employee or agent for County purposes does not constitute a security breach, provided that the personal information is not used or subject to further unauthorized disclosure.

Backup: A copy of data as it existed at a specific point in time. The backup is held on physically different media (but may be of the same type) as the active data set. Backup data may depend on the medium and backup software used, and be usable only after it has been run through a "restore" process.

Computer Security Incident: See "Security Incident"

Device: Any electronic component, such as a computer, printer, router, switch, modem, PDA, etc.

Disaster recovery: Restoring a system or operational function after a service-impacting event.

Electronic Communications: Any information that is transmitted electronically. This includes, but is not limited to, email and email attachments, Google Docs, web pages, phone calls, faxes, broadcasts, electronically transmitted files, information submitted online, etc. It also applies to details about an individual's online activities, and information from transactional logs.

Electronic Protected Health Information (ePHI): protected health information (PHI) that is produced, saved, transferred or received in an electronic form. In the United States, ePHI management is covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule.

Email Spam Robot (spam bot): A malicious program designed to covertly send unsolicited email (spam) from computers that it infects. The spambot is remotely controlled as part of a collection, or "army," of spam engines.

Encryption: The process of converting data into a cipher or code to prevent unauthorized access. The technique obfuscates data in such a manner that a specific algorithm and key are required to interpret the cipher.

Essential Resource: A resource is designated as Essential by Plumas County if its failure to function correctly and on schedule could result in

A major failure by a Campus to perform mission-critical functions
A significant loss of funds or information
A significant liability or other legal exposure to a Campus.
A system required for the operation of a major function is an essential system.

File recovery: Restoring individual files or records from original, archive, or backup media.

FTP: "File Transfer Protocol." A non-secure method of transferring files between computers on a network. The currently preferred alternative is SFTP.

HIPAA: Federal Health Insurance Portability and Accountability Act. HIPAA Privacy and Security Laws mandate protection and safeguards for access, use, and disclosure of protected health information and/or ePHI with sanctions for violations.

HIPAA Data: See Electronic Protected Health Information (ePHI)

HTTP: "Hypertext Transfer Protocol." The communication protocol (language) enables web browsing.

HTTPS: "Secure Hypertext Transfer Protocol." An acronym used to indicate a secure, encrypted HTTP connection.

IMAP: "Internet Message Access Protocol." A mail protocol that provides access to email and management of email messages on a remote server.

IMAPS: Secure, encrypted IMAP.

Information Security Event: An identified occurrence in a system, service, or network state indicating a possible breach of information security policy, a failure of controls, or a previously unknown situation that may be relevant to security.

Infected Computer: A computer containing any type of malicious software.

Information Security Incident Response Plan: An Information Security Incident Response Plan is a written document detailing the steps required to address and manage an Incident or cyber-attack. A response plan is one part of a Security Program.

Information Security Incident Response Program: The full, comprehensive effort to identify, prevent, prepare for, respond and recover from Incidents or cyber attacks

Integrity: The consistency, accuracy, and trustworthiness of data over its entire lifecycle. Integrity is one of the 3 elements of the "CIA Triad" security model (Confidentiality, Integrity, and Availability).

IT Resource: A term that broadly describes IT infrastructure, software, and/or hardware with computing and networking capability. These include, but are not limited to personal and mobile computing systems and devices, mobile phones, printers, network devices, industrial control systems (SCADA, etc.), access control systems, digital

video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens and other devices that connect to any County network.

Malicious Software, or "malware": A generic term for software that performs unauthorized activities on a computer, causes damage, or allows unauthorized access to be gained. Examples of malicious software include viruses, spyware, and email spam robots.

Multi-Factor Authentication (MFA) is a method of computer access control in which a user is granted access only after successfully presenting multiple separate pieces of evidence to an authentication mechanism – typically at least two of the following categories: knowledge (something the user knows), possession (something the user has), and inherence (something the user is).

Network Service: A resource running on a device that can be shared by other computers. Examples include web servers, mail servers, file sharing, remote connectivity capability, and servers.

Password: A string of characters (letters, numbers, and/or symbols) used to authenticate an identity, verify access authorization, or derive cryptographic keys. Generally composed of not more than 8-16 characters.

Privileged Access: Privileged access is any access to systems, applications, databases, etc. that enables a user to carry out system administration functions, or that provides broad access to personal or County data (beyond just the user's data).

Privileged User/Accounts is a User/Account that by function, and/or seniority, has been allocated powers within the computer system, which are significantly greater than those available to the majority of users. Such persons will include, for example, the system administrator(s) and Network administrator(s) who are responsible for keeping the system available and may need powers to create new user profiles as well as add to or amend the powers and access rights of existing users.

Procedure: A collection of steps or processes that describe how the requirements of a specific job task, policy, or standard are met.

Public Information: Public information is any information relating to the conduct of the public's business. In the case of personal information, the term relates to information that has been determined not to constitute an unwarranted invasion of privacy if publicly disclosed.

Risk Assessment: A process to identify, rate, and prioritize risk, as well as to document risk tolerance.

Security Incident: A compromise of the confidentiality, integrity, or availability of Institutional Information in material or reportable way. A single event or a series of unwanted or unexpected information security events that have a significant probability of compromising business operations or threatening information security.

Sensitive Data: Sensitive data is an informal term used to describe information with some level of sensitivity.

Session Timeout: A process that automatically prevents user access to a system or application after a period of inactivity. The purpose of timeouts is to lock out unauthorized users when a system is unattended or when someone forgets to log out of an application.

SFTP: “Secure File Transfer Protocol.”

A program that is similar to FTP and uses SSH to transfer files. Unlike FTP, SFTP encrypts both the session and the password so nothing is sent in clear text form. This prevents an eavesdropper from capturing or stealing passwords or data as they travel over the network.

A secure, encrypted method of transferring files between computers on a network.

SMTP: "Simple Mail Transfer Protocol." The *de facto* standard for email transmissions across the Internet. SMTP is a text-based protocol, where one or more recipients of a message are specified and then the message text is transferred. http://en.wikipedia.org/wiki/SMTP

SNMP: "Simple Network Management Protocol." A protocol used by network management systems to monitor network-attached devices for conditions that warrant administrative attention. It consists of a set of standards for network management, including an application layer protocol, a database schema, and a set of data objects. http://en.wikipedia.org/wiki/Simple_Network_Management_Protocol

Spyware: Computer programs that typically track your use and report this information to a remote location. The more malicious spyware programs may capture and report keystrokes, revealing passwords and personal information. Users are often tricked into installing spyware programs without their knowledge. Spyware is sometimes referred to as adware.

Standard: Requirements that specify the set of administrative, technical, or procedural controls necessary to meet the related policy. Standards differ from the policy in that they can be more detailed and can change more rapidly in response to new technology or new or evolving threats.

System: In general, an interrelated group of electronic components, e.g. hardware and/or software, that work as a coherent entity. Concerning information security breaches, a system is any computer-readable collection of information that contains electronic data in an organized form such that information about a particular subject can be distinguished from information about other subjects.

Transactional Information: Information, including electronically gathered information, is needed either to complete or to identify an electronic communication. Examples include but are not limited to electronic mail headers, summaries, addresses, and addressees; records of telephone calls; and IP address logs. Transactional information does not include the actual contents of people's computers, files, emails, telephone conversations, etc.

Truncate: To make it shorter. This can be to reduce or eliminate the sensitivity of data, such as using the last four digits of a Social Security number instead of the entire number.

Unit: An IT, academic, research, administrative or other entity operating within Plumas County. A Unit is typically a defined organization or set of departments.

Updates: Updates "fix" an inherent flaw or security risk in an operating system (the basic program that runs a computer) or in application software. Updates are released on an as-needed basis – typically from the operating system or software vendor (such as Microsoft, Apple, or Mozilla).

User ID is a unique symbol or character string used by an information system to identify a specific user.

Virus: Computer viruses are small, self-replicating computer programs that interfere with computer operation. The effect of viruses can range from negligible to devastating, depending on what the virus program does when it runs. A virus might, for example, corrupt or delete data on a computer, spread itself to other computers, or even install a malicious program.

VPN or Virtual Private Network is a method employing encryption to provide secure access to a remote computer over the Internet.

Attachment 1

1. Civil Code
    a. Creation and execution of wills, codicils, or testamentary trusts (Civil Code §1633.3(b)(1).)
    b. Documentation required for the foreclosure of a mortgage or deed of trust (Civil Code, §§ 2924b, 2924c, 2924f, 2924i, 2924j, 2924.3, and 2937.)
    c. When a law requires that specifically identifiable text or disclosures must be signed or initialed separately. (Civil Code § 1633.3(b)(4).)
    d. Requests to obtain medical information (Civil Code § 56.11.)
    e. Genetic test results (Civil Code § 56.17.) f
    f. Notices related to the Mobile Home Residency Law (Civil Code § 798.14.)
    g. Notice of Blanket Encumbrance on Real Property (Civil Code § 1133.)
    h. Statement of Defects in a transfer of real property (Civil Code § 1134.)
    i. Cancellation or Rescission of a home solicitation contract or offer (Civil Code §§ 1689.6, 1689.7, 1689.13.)
    j. Home Equity Sales Contracts (Civil Code § 1695.)
    k. Debit or credit obligations (Civil Code § 1720.)
    l. Consumer Credit Reporting Agencies documents (Civil Code §§ 1785.15, 1789.14, 1789.16, or 1793.23.)
    m. Retail Installment Contracts (Civil Code § 1801 et seq.)
    n. Notices for sales from non-payment of judgement or unclaimed property (Civil Code §§ 1861.24, 1862.5.)
    o. Loans (Civil Code §§ 1917.712, 1917.713.)
    p. Rental applications with credit reports and notices (Civil Code §§ 1950.6, 1983.) q
    q. Liens on Vehicles (Civil Code § 3017.5.)
    r. Common Interest Developments (Civil Code § 4000.)
    s. Commercial and Industrial Common Interest Developments (Civil Code §\6500.)
2. Uniform Commercial Code: Documents described in Division 1, 3, 4, 5, 8, 9, and 11 of the Uniform Commercial Code.
    a. Transactions subject the General Provisions, Division 1 of the UCC commencing with § 1101
    b. Negotiable Instruments subject to Division 3 of the UCC commencing with §3101
    c. Bank Deposits and Collections subject to Division 4 of the UCC commencing with § 4101
    d. Letters of Credit subject to Division 5 of the UCC commencing with § 5101 e
    e. Investment Securities subject to Division 8 of the UCC commencing with §8101
    f. Secured Transactions subject to Division 9 of the UCC commencing with §9101
    g. Funds Transfers subject to Division 11 of the UCC commencing with § 11101
3. Telephone solicitation (Business and Professions Code §17511.5.)
4. Financial Code
    a. Certain Provisions of Premium Finance Agreements/ right to cancel (Financial Code § 18608 (b).)
    b. Liens on motor vehicles and disposition of repossessed vehicles (Financial Code §22328.)
5. Health Care Service Plan documents (Health and Safety Code §§ 1358.15, 1365, 1368.01, 1368.1, 1371, 18035.5.)
6. Individual and group disability policies (Insurance Code §786.)
7. Termination of utility service for nonpayment. (Public Utilities Code §§ 779.1, 10009.1, 10010.1, 12823.1, 16482.1.)
8. Brokering agreements for manufacturers, transporters and dealers of vehicles (Vehicle Code §11738.)
9. Any notice that is required to be sent when obtaining possession of Real Property (Code of Civil Procedure §1162.)

PLUMAS COUNTY
ACCEPTABLE USE POLICY

~~James, Sara~~

COUNTY OF PLUMAS

ACCEPTABLE USE POLICY

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I. Purpose:

The purpose of this policy is to describe the acceptable use of Plumas County's technology assets (e.g., hardware, software, data, and authentication information) by County employees, and occasionally others such as contractors and volunteers (collectively referred to in this policy as "employees). Acceptable use of technology assets is essential to ensure Plumas County meets its regulatory requirements and maintains the confidentiality, integrity, and availability of technology assets used to provide public services.

This policy establishes the acceptable usage guidelines for all Plumas County-owned technology resources. These resources can include, but are not limited to, the following equipment:

- Computers
  - Desktop Computers, Laptops, Mobile Devices, Servers, etc.
- Network Equipment
  - Switches, Routers, Network, and Communications Cabling, Wall Plates, Wireless Antennas, Wireless Bridge Devices, Fiber Optic Lines, Fiber Optic Equipment, VoIP Phones, etc.
- Audio/Video Equipment
  - Video Codecs, HDTVs, Document Cameras, Projectors, Security Cameras, Miscellaneous Cabling, Digital Cameras and Camcorders, Printers, Copiers, Fax Machines, etc.
- Software
  - Operating Systems, Application Software, etc.
- Resources
  - Group Drive File Storage, Website File Storage, Email Accounts, Social Networking Accounts, etc.

This policy applies to all employees, contractors, consultants, temporaries, and other workers at Plumas County, including all personnel affiliated with third parties, including vendors. This policy also applies to all equipment that is owned or leased by Plumas County.

II. Overview

While Plumas County's IT Department (PCIT) desires to provide a reasonable level of freedom and privacy, users should be aware that all Plumas County-owned equipment, network infrastructure, and software applications are the property of Plumas County and therefore are to be used for official use only. Also, all data residing on Plumas County-owned equipment is the property of Plumas County and therefore, should be treated as such, and protected from unauthorized access.

The following activities provide a general roadmap to using Plumas County's technology resources acceptably:

- All passwords used to access Plumas County systems must be kept secure and protected from unauthorized use.
- No user account can be shared between individuals. Authorized users are responsible for the security of their passwords and accounts.
- Do not transfer personally identifiable information on portable equipment and storage devices.
- Do not keep personal data on your county devices (computer, laptop, etc.).
- All computers residing on the internal Plumas County network, whether owned by the employee or Plumas County, shall be continually executing approved virus-scanning software with a current, up-to-date virus database.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders.

- Personally identifiable information (PII) cannot be sent via electronic means unless through an encrypted email. PII should be transferred within the internal network, via an encrypted email, or through secure Virtual Private Network (VPN) connections.
- Off-campus work should be completed via a secure VPN connection so that no data is transferred off-network.
- All workstations should be kept secure. Users should lock the workstation when not attended to protect unauthorized users from accessing secure files.
- Under no circumstances is an employee of Plumas County authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing Plumas County-owned resources.

III. Exceptions

Requests for exceptions to this policy must follow the PCIT information security policy exceptions handling process. Please open a ticket with the helpdesk to request a policy exception.

IV. Definitions

All definitions are contained within the Acceptable Use Policy and Standards Glossary.

V. Policies

Acceptable Use Behavior

Plumas County must protect the confidentiality (authorized access to systems and information), integrity (authorized modification of systems and information), and availability (making sure systems and information are available when needed) of all technology assets supporting Plumas County's services. When engaged in the performance of your role with Plumas County:

- Attempts to disable or circumvent any Plumas County security controls, policies, or procedures (e.g., disabling virus protection or installing unauthorized software) are prohibited. This includes, but is not limited to:
  - Use of tools that compromise security (e.g., password crackers, network sniffers, attack frameworks and software distributions, proxies, unauthorized VPN clients, or other tunneling technology), except as authorized by the Plumas County Information Technology Director.
  - Attempts to disable, defeat, or circumvent any Plumas County information security components.
  - Intentional or careless interference with the normal operation of Plumas County technology assets.
- Use that violates Plumas County policy or local, state, and/or federal laws is strictly prohibited. This includes, but is not limited to:
  - Theft of Plumas County technology assets, including sensitive data.
  - Use of Plumas County systems for any type of harassment, which includes using any words or phrases that may be construed as derogatory based on race, color, sex, age, creed, disability, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal, or any other status protected by federal, state and local law.
- Unauthorized use, destruction, modification, or distribution of Plumas County external and internal systems, applications, and data is prohibited. This includes, but is not limited to:
  - Release or disclosure of Plumas County data to unauthorized parties inconsistent with federal, state, and local law (e.g., HIPAA, Chapter 42.56 RCW), Plumas County policies, or inconsistent with your assigned job role and responsibilities.

- Attempts to modify administrative settings and configurations or repair hardware and software. Such modifications, configurations, and repairs shall only be performed by authorized technology support personnel for your department or agency. This excludes basic troubleshooting such as closing and restarting an application or a restart/reboot of a single workstation. Modification, configuration, and repairs of enterprise information technology equipment and networking infrastructure shall only be performed by authorized support personnel in PCIT.
- Removal of technology assets from Plumas County premises without prior approval by authorized technology support personnel for your department or agency is prohibited. This excludes technology issued directly to you for employment purposes approved for taking home or from Plumas County premises by your supervisor, human resources personnel, or PCIT.
- Use of personal devices including computers, network devices, or any other personal equipment to make a direct network connection (wired or wireless) to Plumas County information systems within Plumas County facilities is prohibited.
- Personal devices such as mobile phones and tablets may be used to access Plumas County technology such as email, calendar, and unified communications and for purposes of multi-factor authentication. Personal devices may be denied access if insecure configurations are detected (e.g., a jailbroken phone, or a phone that does not use a password/PIN). Plumas County reserves the right to require personal mobile devices or mobile apps to be managed by a mobile device or mobile app management solution to protect Plumas County's technology and data.
- Use of information systems to solicit for commercial ventures, religious or political causes, or for personal gain unrelated to the processes of working for or on behalf of Plumas County is prohibited unless explicitly allowed by Plumas County policy or federal, state, or local law.
- Plumas County's assets must never be left unattended in an unsecured location (e.g., at the airport, or in a coffee shop). A secured location can be a locked vehicle (out of sight if possible), your home (secured from the use by family members and guests), or within designated areas in Plumas County facilities such as an assigned cubicle or equipment storage location. Please review Plumas County's Emergency Telecommuting Policy for further information regarding secured location requirements when telecommuting.
- When working remotely or in a Plumas County facility, workforce members must lock or log out of Plumas County technology assets like laptops when not in use to prevent an unauthorized individual from obtaining data or information. When working with regulated data, workforce members must take additional precautions (e.g., positioning the equipment so the screen cannot easily be viewed or using a screen protector) to prevent others from being able to view the information on the screen while in use. When regulated data is being communicated through phone calls or spoken aloud, workforce members must take precautions (e.g., closing a door, asking people to step out for a few moments, using a headphone, speaking softly, or finding an alternative way to communicate the information) to prevent access by unauthorized parties.
- Lost or stolen Plumas County technology assets must be reported immediately by opening a ticket with the helpdesk. Your department or agency may have additional procedures for lost or stolen assets. Please speak with your supervisor to determine what these additional procedures may be.
- Upon termination of any Plumas County workforce member, including a third party or contractor, all Plumas County technology assets must be returned to Plumas County.
- Hardware and software must be procured per Plumas County procurement policies, in compliance with PCIT policies and standards, and properly licensed and registered in the name of Plumas County.

- The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Plumas County.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Plumas County or the end-user does not have an active license are strictly prohibited.
- Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted before the export of any material that is in question.
- Introduction of malicious programs into the network or server environments (e.g., viruses, worms, Trojan horses, rootkits, etc.).
- **Revealing your account password to others or allowing the use of your account by others. This includes family and other household members when work is being done at home.**
- Using a Plumas County computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction or Plumas County's Harassment, Discrimination, Retaliation Policy.
- Making fraudulent offers of products, items, or services originating from any Plumas County account.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Plumas County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Plumas County or connected via Plumas County's network.

Personal Use

Plumas County technology assets are purposed for conducting the business of Plumas County. Occasional personal use of technology equipment issued to workforce members is permitted (e.g., phones and/or unified communication systems, workstations and peripherals like keyboards, monitors, mice, printers, copiers, and fax machines) if the use:

- Does not introduce additional financial costs to Plumas County;
- Does not interfere with your assigned job duties;
- Does not preempt or interfere with Plumas County service delivery; and,
- Does not otherwise violate Plumas County, departmental, or agency policies.

Information created, processed, sent, received, or stored during personal use of Plumas County technology assets will not be handled differently by Plumas Count y. Use of the Internet/Intranet via the County's system must withstand public scrutiny. Such information may be subject to Plumas County policies, and federal, state, and local laws including Chapter 3.5 of Title 1, Division 7 of the California Government Code (Public Records Act) . A public record is any writing containing information relating to the conduct of the public' s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. Cal. Gov't Code§ 7920.530. The CPRA applies to information processed, sent, and stored on the Internet/Intranet. Additionally, records of Internet/Intranet use may be requested during litigation discovery. No use of licensed or copyrighted material should be made without permission from the holder of the license .

Personal files should not be permanently stored on Plumas County technology assets. **Plumas County is not responsible for backing up or recovering personal data.**

Acceptable Use of the Internet/Intranet

The Internet/Intranet has become an increasingly important source of information for County employees. Many County employees, and occasionally others such as contractors and volunteers, are provided access to the Internet/Intranet to assist in the performance of their work for the County. However, the diversity of information available on the Internet brings with it the potential for abuse.

You are representing Plumas County when using Plumas County’s technology to access the internet, and some types of activities on the internet can pose a security risk to Plumas County’s technology assets. You are responsible for ensuring that your use of the internet is appropriate, ethical, lawful, and within the scope of your employment at Plumas County.

Plumas County reserves the right to block access to internet websites and addresses, including malicious internet websites or internet addresses unrelated to Plumas County’s business. Blocked websites may include possibly malicious or hacked websites, websites that contain inappropriate or offensive content, or websites provided from geographic locations known to be hostile to the United States. These websites could lead to the disclosure of non-public information. You may submit a ticket to the helpdesk to unblock websites for legitimate business usage.

Plumas County may restrict internet use to reserve bandwidth and resources for critical Plumas County services during an emergency or severe internet service impact regardless of the legitimacy of the content. Plumas County may monitor and log the use of the internet by technology assets connected to Plumas County-

operated networks to comply with various laws, legal proceedings, or internal policy, to troubleshoot and support technology, or to monitor and investigate the unauthorized activity. This includes, but is not limited to:

- Use of monitoring tools installed locally on a workstation;
- Analysis of various logs generated by the user or system activity (such as proxy servers, network devices, authentication and directory servers, intrusion prevention/detection devices, firewalls, web/file servers, and other systems as necessary); and,
- Traffic analysis on inbound or outbound network traffic, including the interception, decryption, and inspection of encrypted traffic.
- Use of the Internet/Intranet is restricted to official County business purposes only defined as "Assignments given by supervisors and/or department heads requiring the use of the internet/intranet."

Passwords should NOT be shared with anyone and account sharing is prohibited.

Access to the Internet/Intranet is provided as a business tool, however, its reasonable, incidental use for personal purposes is acceptable, so long as such use does not interfere with the performance of work duties or the operation of County information systems.

No employee, however, may use the Internet/Intranet for inappropriate purposes, such as but not limited to the following:

- Personal profit, including commercial solicitation or conducting or pursuing their business interests or those of another organization.
- Unlawful or illegal activities, including the downloading of licensed material without authorization, or downloading copyrighted material from the Internet/Intranet without the publisher's permission.
- To access, create, transmit, print, download, or solicit material that is or may be construed to be harassing or demeaning toward any individual or group for any reason, including based on race, color, sex, age, creed, disability, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal, or any other status protected by federal, state and local law.
- To access, create, transmit, print, download or solicit sexually-oriented messages or images.
- The knowing propagation or downloading of viruses or other contaminants.

Access to Usage Records

Employees should have no expectation of privacy in their usage of the Internet/Intranet. An audit authority designated by a department head may monitor the usage of the Internet/Intranet by department employees, including reviewing a list of sites accessed by an employee within the department; an audit and examination of usage by an agency or department head shall be performed by a person designated by the County Administrator. For this purpose, records of access to sites, materials, and services on the Internet/Intranet may be recorded and retained for a time set by the County. The County or Department Head may restrict access to certain sites that it deems are not necessary for business purposes.

This policy does not supplant the legal protections available to shield confidential, internal County communications from third-party requests, such as information exempt from disclosure under the CPRA, shielded by attorney-client privilege, or subject to a state law mandating confidentiality for the specific subject matter.

Do not use your Plumas County email address as the account information for any personal accounts used to access internet services, websites, and social media (e.g., LinkedIn). You must use separate credentials and

your personal email address for those activities. You may use your Plumas County email address as a username when creating an account related to your employment responsibilities at Plumas County.

Acceptable Use of Electronic Messages

Malicious individuals often use email when trying to acquire Plumas County customer data, non-public information, and data, or to compromise Plumas County's technology assets. You are required to use Plumas County messaging applications (e.g., email, instant message, text messaging, etc.) in the following professional manner:

- Not all workforce members are authorized to access the same data. Accounts are issued solely for the use of the individual to whom the account has been assigned. Sharing individual account information may lead to unintentional disclosure of data and is prohibited.
- Shared mailboxes where an authorized workgroup can monitor emails sent to and from the shared mailbox are allowed. A shared mailbox is a type of user mailbox that doesn't have its username and password. As a result, users can't log into them directly. To access a shared mailbox, users must first be granted "Send As" or "Full Access" permissions to the mailbox. Once that's done, users sign in to their mailboxes and then access the shared mailbox by adding it to their Outlook profile.
- Administrative delegation of access to an individual email account is acceptable (e.g., an executive or administrative assistant, or a peer), if this is accomplished through the email system's delegation functionality and not by sharing credentials.

If you have doubts or serious concerns about the origin or authenticity of an electronic message, or if you receive a highly abnormal or suspicious message, you should report the message by submitting a ticket to the helpdesk. Your department or agency may have additional reporting requirements so check with your supervisor.

Use caution when opening emails and attachments, particularly those received from an external sender.

- Don't open any attached files or click on hyperlinks to download files containing macros, scripts, or executables from an unknown or suspicious source.
- Malicious messages often appear to come from a valid source and could attempt to make you disclose personal or sensitive information. Use caution when opening attached files or clicking on hyperlinks, or when unusual requests or information is included in the email even if from a familiar sender.
- Training will be provided on detecting malicious emails to all Plumas County workforce members. Additional training may be required if there is repeated susceptibility to malicious emails by individuals.
- Do not forward Plumas County email containing confidential, sensitive, or regulated data to personal email accounts.
- Automatic forwarding of email through the use of rules to any external domain (non-countyofplumas.com or other Plumas County-owned and operated domains) requires approval by PCIT and can be requested by opening a ticket with the helpdesk.
- Do not send fictitious or forged messages that could be mistaken for official Plumas County statements, marketing, or materials.
- Do not send junk mail or chain letters.
- Do not use profanity, inappropriate language, pornography or sexually explicit material, slanderous, discriminatory language, harassment, or misleading content.
- Do not use Plumas County messaging applications to send unprofessional, threatening, libelous, or derogatory messages.

Acceptable Use of Voice Communications Systems

Plumas County's phone and communication systems are provided to facilitate business activities. Similar to internet browsing and other computing activities, phone call information and metadata (e.g. Caller ID, Date and Time of Call, Call Duration) may be monitored and logged.

- If the call will be recorded, you must notify all call participants that the call will be monitored or recorded, including the purpose of recording at the outset of the recording and include the notification in the recording. This does not apply to lawful monitoring or recording that does not require consent per federal, state, or local law (e.g., Cal Penal Code Section 633). Voicemail or other automated telephony system recordings comply with this section if the recorded greeting indicates that the caller has reached a voicemail system or is about to be recorded.
- Call recordings containing sensitive or regulated data presents serious security and compliance risk and should be avoided. Departments or agencies that will purposefully and continuously record sensitive or regulated data such as payment card data or protected health information must notify PCIT unless explicitly authorized in federal, state, or local law (e.g., calls to 911).

Acceptable Use of Wireless Networks

Not all wireless networks are configured with strong security protections. In addition, unauthorized and malicious wireless devices may pose a risk to Plumas County technology assets. While performing your role at Plumas County:

- Direct connections (i.e., directly connected to internal wireless access points or physical network infrastructures like a data jack in a wall plate or a network switch port) to Plumas County's protected internal private wired and wireless network are provided only to Plumas County workforce members using Plumas County-owned and operated technology assets. Third parties, vendors, contractors, and other non-Plumas County personnel access to Plumas County's protected internal private wireless or wired network is prohibited without prior approval by PCIT who may employ security measures to prevent unauthorized network connectivity. If an exception is required for a legitimate business need please open a ticket with the helpdesk.
- Third-party internet access (such as access provided at airports, hotels, and coffee shops) carries potential security risks to Plumas County technology assets. Special care should be taken to ensure you are connecting to the correct network and not bypassing any security alerts and warnings.
- Plumas County's wireless network infrastructure may only be altered and managed by authorized PCIT personnel.
- You must not install, connect, or modify any wireless infrastructure such as Wireless Access Point (WAPs) to Plumas County's network without explicit written authorization from the PCIT.

Acceptable Use While Utilizing Remote Access Technology

Remote access to Plumas County's applications is available for workforce members to work outside of the office or for telecommuting. While using remote access:

- Ensure you do not type any remote access passwords while someone is watching.
- Only store passwords in a password manager or browser configuration approved by PCIT.
- Do not leave technology assets unattended and remotely logged on to Plumas County's network. When not in use, store your equipment and media used to remotely access Plumas County systems in a secured location.

- **Do not share passwords, smart cards, tokens, keys, fobs, or any other access or authentication devices with any other person.**
- Vendors must be limited to the minimum amount of privilege and access required to perform the necessary duties while using remote access methods approved by PCIT.
- Remote support sessions must first be authorized by PCIT support personnel before the session is established and terminated as soon as the vendor has finished their work.
- No vendor may be given remote access that is not strictly controlled and monitored.
- Vendors shall not be given permanent remote access to Plumas County's network unless that access is strictly limited to the systems supported by the vendor and controls are in place to monitor their activities to ensure they are not able to gain additional access to other Plumas County technology assets from the systems they can remotely access.

Remote access to technology assets that contain sensitive or regulated data requires multi-factor authentication and the use of a secure connection between the host and the remote device.

- You must not use remote access products like TeamViewer, GoToMyPC, or similar products unless approved by PCIT.
- Do not use unsecured public or private wireless networks. Do not bypass warnings that indicate the wireless network is not secure.

Acceptable Use of Social Media

Employees of Plumas County may be able to access social media services and social networking websites at work, either through company IT systems or via their equipment for work purposes.

This social media policy describes the rules governing the use of social media at Plumas County and describes how employees conduct themselves when using Plumas County/Plumas County Department social media accounts. It also explains the rules about using personal social media accounts at work and describes what staff may say about the County/Department on their personal accounts.

Social media sites and services include (but are not limited to):

- Popular social networks like **Twitter** and **Facebook**
- Online review websites like **Reevoo** and **Trustpilot**
- Sharing and discussion sites like **Reddit**
- Photographic social networks like **Instagram**
- Question and answer social networks like **Quora** and **Yahoo Answers**
- Professional social networks like **LinkedIn**

Why this policy exists

Social media can bring significant benefits to Plumas County/Plumas County Departments and the community, particularly for building relationships with residents who may seek services or benefit from programs.

However, employees who use social media within the County/Department must do so in a way that aligns with the Plumas County/Plumas County Department's mission and values.

An inappropriate status update can generate complaints, alienate residents, or damage Plumas County and/or Plumas County Department's reputation. There are also security, privacy, and data protection issues to consider.

This policy explains how employees can use social media safely and effectively.

Responsibilities

Everyone who operates a Plumas County/Plumas County Department social media account or who uses his/her personal social media accounts at work has responsibility for implementing this policy. Some staff within each County Department may have key responsibilities in managing social media. Each County Department is in charge of managing its own social media pages but **must notify I.T. so that the social media account can be added to ArchiveSocial, our public record request archive.**

General Social Media Guidelines

- **The power of social media**
  Plumas County recognizes that social media offers a platform for the County and County Departments to conduct outreach; stay connected with clients and the community, and build its reputation online. Plumas County also believes its employees should be involved in relevant conversations on social networks. Social media is an excellent way for employees to make useful connections; share well-researched information and shape discussions.
- **Basic guidelines**
  Regardless of which social networks employees are using, or whether they are using the agency or personal accounts on company time, following these simple rules helps avoid the most common pitfalls:
  - **Know the social network.** Employees should spend time becoming familiar with the social network before contributing. It is important to read any FAQs and understand what is and is not acceptable on a network before posting messages or updates.
  - **If unsure, do not post it.** Staff should err on the side of caution when posting to social networks. If an employee feels an update or message might cause complaints or offense - or be otherwise unsuitable - they should not post it. Staff members can always consult their supervisor or Department Head for advice.
  - **Be thoughtful and polite.** Many social media users have gotten into trouble simply by failing to observe basic good manners online. Employees should adopt the same level of courtesy used when communicating via email.
  - **Look out for security threats.** Employees should be on guard for social engineering and phishing attempts. Social networks are also used to distribute spam and malware. (Further details below.)
  - **Keep personal use to break time.** Plumas County believes that having employees who are active on social media can be valuable both to those employees and to the County or County Departments. Personal use should only happen during break time.
  - **Keep work and personal accounts separate.** It can be tricky when you know clients through work and outside of work. Keep accounts separate by using County/County Department accounts for work-related posts, and personal accounts for personal posts.
  - **Do not make promises without checking.** Some social networks are very public, so employees should not make any commitments or promises on behalf of the Plumas County Department without checking that the County/Department can deliver on the promises. Direct any inquiries to the Department Head.
  - **Handle complex queries via other channels.** Social networks are not a good place to resolve complicated inquiries and client issues. Once a client has made contact, employees should handle further communications via the most appropriate channel - usually email, telephone, or private message.
  - **Do not escalate things.** It is easy to post a quick response to a contentious status update and then regret it. Employees should always take the time to think before responding and hold back if they are in any doubt at all.

Use of Department/County Social Media Accounts

This part of the social media policy covers all use of social media accounts owned and run by Plumas County/Plumas County Departments.

- **Authorized Users**
  - Only people who have been authorized to use Plumas County/Plumas County Department social networking accounts may do so.
  - Authorization is provided by the Department Head. It is granted when social media-related tasks form a core part of an employee's job.
  - Allowing only designated people to use the accounts ensures the County/Department's social media presence is consistent and cohesive.
- **Creating Social Media Accounts**
  - New social media accounts in a Plumas County/Plumas County Department's name must not be created unless approved by the Department Head.
  - If there is a case to be made for opening a new account, employees should raise this with their Department Head.

Purpose of Social Media Accounts

Plumas County/Plumas County Department's social media accounts may be used for many different purposes.

Employees should only post updates, messages, or otherwise, use these accounts when that use is clearly in line with the County/Department's overall mission and objectives. For instance, employees may use company social media accounts to:

- Respond to community inquiries and requests for help, articles, and other content created by County Departments or other vetted sources, share insightful, well-researched articles, videos, media, and other content relevant to the County Department, but created by others, and provide fans or followers with an insight into what goes on at Plumas County/Plumas County Departments. Social media is a powerful tool that changes quickly. Employees are encouraged to think of new ways to use it and to put those ideas to the Department Head.

Inappropriate Content and Uses

Plumas County/Plumas County Department social media accounts must not be used to share or spread inappropriate content, or to take part in any activities that could bring the Department into disrepute. Inappropriate content includes pornography, racial or religious slurs, gender-specific comments, information encouraging criminal skills or terrorism, or materials relating to cults, gambling, and illegal drugs.

Employees must not share personal grievances with co-workers on the Plumas County, Plumas County Department, or personal social media pages.

When sharing an interesting article or piece of content, employees should always review the content thoroughly, verify the source as reputable, and should not post a link based solely on a headline.

Personal Social Media Rules

Acceptable use:

- Use of social media accounts for non-work purposes is restricted to non-work times, such as breaks and during lunch.
- Talking about the County/Department:

- Employees must clarify that their social media account does not represent Plumas County/Plumas County Department's views or opinions.
- Staff may wish to include a disclaimer in their social media profiles: 'the views expressed are my own and do not reflect the views of my employer.

Copyright

Plumas County/Plumas County Departments must respect and operate within copyright laws. Users may not use social media to:

- Publish or share any copyrighted software, media, or materials owned by third parties, unless permitted by that third party.
- Share links to illegal copies of music, films, games, or other software.
- *If staff wish to share content published on another website, they are free to do so if that website has obvious sharing buttons or functions on it.

Security and Data Protection

Employees should be aware of the security and data protection issues that can arise from using social networks.

- **Maintain confidentiality**
- **Users must not:**
  - Share or link to any content or information that could be considered confidential.
  - Share or link to any content or information owned by another company, agency, department, or person that could be considered confidential.
- **Protect social accounts:**
  - Company social media accounts should be protected by strong passwords that are changed regularly and shared only with authorized users.
  - Staff must not use a new piece of software, app, or service with any of the Plumas County/Plumas County Department social media accounts without receiving approval from the Department Head.
- **Avoid social scams:**
  - Staff should watch for phishing attempts, where scammers may attempt to use deception to obtain information relating to either the company or its customers.
  - Employees should never reveal sensitive details through social media channels. Customer identities must always be verified in the usual way before any account information is shared or discussed.
  - Employees should avoid clicking links in posts, updates, and direct messages that look suspicious. In particular, users should look out for URLs contained in generic or vague-sounding direct messages.
  - Do not seek to influence a politician or public official on an issue through social media campaigns.

Electronic Signature Use

The Countywide eSignature Policy shall be used by Plumas County Agencies and Departments to increase productivity and ensure convenient, timely, and appropriate access to County information by using electronic signature technology to collect and preserve signatures on documents quickly, securely, and efficiently.

This Policy establishes when electronic signature technology may replace a hand-written signature, to encourage the use of paperless, electronic documents whenever appropriate and allowed by law. This Policy applies to all signatures used in processing various County documents and assumes the County signer has been

given the authority to sign as determined by Agency/Department business process and the County Purchasing Policy.

While the use of electronic signatures is suggested and encouraged, this Policy does not require any Agency/Department to use electronic signatures, nor can the County mandate that any third party signs a document using an electronic signature.

Background/Discussion

Electronic Signature is the broad umbrella category under which all electronic signatures fall.

The legality and use of Electronic Signatures are governed by federal and state law. (See 15 U.S.C. §§ 7001, et seq. [U.S. Federal Electronic Signatures in Global and National Commerce Act]; California Government Code §16.5; California Civil Code §§ 1633.1, et seq.)

Intended Goals for eSignature

- **Security and Legal Compliance:** The use of e-forms and e-signature provides a secure method of signing and transferring documents electronically. A document cannot be altered after the signer has completed the e-signature. Additionally, a history of any changes made to the document before the signature is kept with the document and cannot be changed or deleted. When electronic signatures are used, hash values are attached to the document to verify the authenticity of a document during any transfer for added security.
- **Integration into business processes:** The eSignature process may fit into pre-existing business practices, provide automated processes, retrieve documents, use standard Application Program Interfaces (API), generate reminders and expiration settings, and allow multiple people to view a document and track its progress.
- **Simplified workflow**: E-signatures eliminate resource-intensive processes that require agencies, the public, and staff to manually sign documents. Features of the e-signature process include automation of simple forms, the ability to track and review changes, varying the recipient roles, tag signatures, etc.
- **Cost benefits:** There is a potential cost saving from not having to print, file, scan, and store paper copies. The County will save also on certified mail, postage, printing, ink, envelopes, and paper.

Policy

This Policy applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the policy of the County to encourage the use of electronic signatures in all internal and external activities, documents, and transactions where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on the Department's preferences. In such situations, affixing an electronic signature to the document in a manner consistent with this Policy shall satisfy the County's requirements for signing a document. As used in this Policy, the term "signature" includes using initials on a document instead of a signature.

Implementation Procedures

E-signatures may be implemented using various methodologies depending on the associated risks that may include fraud, non-repudiation, and financial loss. The quality and security of the e-signature method should be commensurate with the risk and any requirements to assure the authenticity of the signer.

Agency/Department Discretion

Each Department has the discretion to decide whether to permit the use of electronic signatures. Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used. In addition, each Agency/Department that opts to use electronic signatures must adopt/amend their business practices to support the requirements of this Policy.

Requirements of eSignature

The use of electronic signatures is permitted and shall have the same force and effect as the use of a "wet" or manual signature if all the following criteria are met:

- The electronic signature is unique to the person using it.
- The electronic signature is capable of verification.
- The electronic signature is under the sole control of the person using it.
- Email notifications requesting electronic signatures must not be forwarded.
- These requirements prohibit the use of proxy signatures.

Document Type Examples	Is Use of an Electronic Signature Acceptable?	Notes
Memos, Forms, Board Letters, and Other Correspondence	Yes	Electronic Signature is recommended.
Contracts	Yes	Electronic Signature is recommended.
Certificates, Permits	Yes, if allowed by law	Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used.
Documents Requiring Notarization	No	
Document Requiring the Board Chair's Signature	~~No~~	Yes, as long as applicable laws permit an electronic signature. Please see Exemptions

- The electronic signature is linked to the data in such a manner that if the data is changed after the electronic signature is affixed, the electronic signature is invalidated.

Common Types of Documents

This Policy is intended to broadly permit the use of electronic signatures. Examples of common types of documents are listed in the above table, with notes on each type of document. Agencies/Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used.

Documents Involving Other Parties

In the case of contracts or transactions which must be signed by outside parties, each party to the agreement must agree in advance to the use of an electronic signature. No party to a contract or other document may be forced to accept an electronic signature; they must be permitted to decide either way. Such consent may be withdrawn by the other party at any time such that future documents must be signed in hardcopy format.

When a document is electronically signed by all parties, the County will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by the other parties.

Setup & Use

To set up employees authorized to send out documents for eSignature, Agency/Department Security Administrators should contact PC IT.

Storage and Archiving of Electronically Signed Documents

If a document exists only electronically, steps should be taken by each Agency/Department to ensure that a fixed version of the final document is stored in some manner. It is up to the Department to decide how to

store these final electronic documents so long as it does so in a manner consistent with any applicable County document retention policies and any applicable laws.

eSignature Solution Providers

The Plumas County Information Technology Department will be responsible to determine acceptable technologies and eSignature providers consistent with current state legal requirements and industry best practices to ensure the security and integrity of the data and the signature.

Exemptions

Electronic signatures may not be used in all situations. Documents that may not be completed using electronic signature include, but are not limited to:

- Laws governing the creation and execution of wills, codicils, or testamentary trusts;
- Certain transactions governed by the Uniform Commercial Code; laws requiring specifically that identifiable text or disclosures in a record or portion of a record be separately signed, including initialed, from the record; and
- Certain transactions governed by the Business and Professions Code. (Cal. Civ. Code § 1633.3)
- Any document that requires a "wet" or manual signature due to statutory requirements, or the terms of an MOU, grant, or other contract.

A non-exhastive list of documents that may not be signed with an electronic or digital signature pursuant to statute is incorporated herein as Attachment 1.

Conclusion

The use of e-Signature is intended to make Plumas County business practices more efficient. The process eliminates the need to print, file, and store paper copies of documents that can now be authenticated digitally and stored electronically.

Multi-Factor Authentication Policy

The purpose of a Multi-Factor Authentication (MFA) Policy is to enable a means of strong authentication for those users with access to sensitive information and information systems resources or have a privileged level of system support access while ensuring ease of use and adoption for the user(s). The adoption of a Multi-Factor Authentication (MFA) Policy will reduce the likelihood of unauthorized access, provide demonstrated compliance to federal and industry mandates, as well as enable the solicitation, assessment, and selection of MFA solutions that will implement the requirements of this policy. The purpose of this policy is to define requirements for accessing County of Plumas computer systems, including, but not limited to Microsoft 365 email services, and Virtual Private Networks (VPNs) containing sensitive data from both on and off-campus. The standards outlined in this policy are intended to minimize potential security risks which may result from unauthorized use of the County of Plumas computing resources.

The goals of this policy are as follows:

- 1. Protect the identities of the County of Plumas systems from compromise.
- 2. Protect the security, confidentiality, and integrity of computing network accounts.
- 3. Protect system administration accounts from misuse.

The goal of multi-factor authentication is to create a layered defense and make it more difficult for an unauthorized person to access a target such as a computing device, network, or database. If one factor is compromised or broken, the attacker still has at least one more barrier to breach before successfully breaking into the target.

User requirements

- Register a device that can receive push notifications or codes via the FREE Microsoft Authenticator Mobile app.
- When users attempt to log into a County of Plumas system protected by multi-factor authentication, the system will "challenge" the user by requesting a second factor of authentication. This second factor could be an acknowledgment of a push notification, a code, or a physical token. This second factor will be provided through the secure method(s) the user selected during registration.
- It is the user's responsibility to promptly report compromised credentials to Plumas County Information Technology (PCIT).

Registration

Users will use the multi-factor authentication self-enrollment process to register their authentication device(s) and install the FREE Microsoft Authenticator Mobile app. More information is available in the process guide https://plumascounty.us/DocumentCenter/View/41389/MFA-Instructions.

Devices

The preferred method for delivering access codes and/or push notifications is via the Microsoft Authenticator mobile app, which can be installed on any supported smartphone or tablet. The Microsoft Authenticator app is the preferred and recommended solution for County of Plumas users. Users are encouraged to use personally owned smartphones or tablets for the Microsoft Authenticator mobile app. The use of jailbroken/rooted devices is prohibited.

Receiving Microsoft multi-factor authentication codes via SMS is an option for users who cannot access a smartphone or tablet but do own a mobile device capable of receiving SMS messages, but users are encouraged to use the Microsoft Authenticator mobile app if possible.

Microsoft Authenticator may, at its discretion, drop app support for older versions of mobile operating systems. Microsoft maintains the full list of supported devices.

Lost or Stolen Devices

If a user's registered device is lost or stolen, or the user has reason to suspect their Plumas County Online ID credentials have been compromised, the user must contact PCIT IMMEDIATELY.

Off-Hours and Emergency Access to Protected Data

PCIT shall maintain internal procedures for processing emergency access requests if issues arise with the multi-factor authentication process. Users should contact PCIT for access.

Exclusions for Special Circumstances:

There may be situations in which an employee of the County of Plumas has a legitimate need to utilize Plumas County technology resources outside the scope of this policy. The IT Department Head may approve, in advance, exception requests based on balancing the benefit versus the risk to the County. Exception requests must be made through the FreshService ticketing system. Policy exception requests shall be made to the IT Department Head and include a brief description of the system and/or type of data access requested. Please be certain to indicate if the user handles Personally Identifiable Information (PII) or other confidential information, such as electronic protected Health Information (ePHI), financial data, credit card payments, Social Security numbers, or works with children.

Due to the evolving nature of technology, cyber threats, and the changing roles of users at the County of Plumas, all exemptions will be reviewed periodically and at the discretion of the IT Department Head in

collaboration with IT staff. This review will verify that the need stated in the request is still valid and/or that the user still requires the approved multi-factor exempted access.

Consequences:

Failure to register a device will result in an inability to use multi-factor authentication. If multi-factor authentication is required for a system, the user will not be allowed to authenticate and use the system.

Users may not attempt to circumvent login procedures, including Microsoft multi-factor authentication, on any computer system or otherwise attempt to gain unauthorized access. Attempts to circumvent login procedures may subject the user to disciplinary action including, but not limited to, suspension of the user's access to the electronic information resources. Financial losses incurred due to the use of Microsoft multi-factor circumvention techniques are the responsibility of the user, and the County may seek financial restitution from users who violate this policy.

VI. No Expectation of Privacy

Plumas County must monitor all systems and users of technology assets to maintain a secure environment and meet compliance requirements. You should not expect privacy or confidentiality while using Plumas County technology assets, including internet access and emails. Usage may be monitored for policy, security, or network management reasons and is subject to inspection at any time. Inspection and monitoring of Plumas County technology assets by management does not require the consent of individual workforce members.

All electronic messages or data created, stored, transmitted, or received over Plumas County systems or through Plumas County internet connections are subject to inspection or monitoring. Plumas County reserves the right to store and/or access the contents of any messages or data sent over its networks and use that information to enforce its policies or comply with federal, state, or local law. If the content violates regulations or laws, Plumas County reserves the right to submit the information to law enforcement for potential prosecution.

VII. Reporting Known or Suspected Vulnerabilities or Security Incidents

You must report known or suspected security weaknesses, instances of inappropriate access, and suspicious activities to PCIT by opening a ticket with the helpdesk. Your department or agency may also have reporting requirements so please check with your supervisor.

You will be responsible for the confidentiality, integrity, and availability of your files. If concerning circumstances occur with your files such as inappropriate access, loss of the files, or changes are made to files without your consent please speak with your supervisor and report this issue by opening a ticket with the helpdesk.

You must report suspicious activities happening to or on your workstation such as someone remote controlling the workstation without your consent or new and unfamiliar software performing unusual activities by opening a ticket with the helpdesk.

VIII. Maintenance

This policy will be maintained by PCIT. This includes, but may not be limited to:

- Interpretation of this policy
- Ensuring this policy content is kept current
- Recommending updates to this policy and related resources

- Developing an escalation and mitigation process if a Department is not in compliance
- Assisting Organizations to understand how to comply with this policy
- Monitoring annual compliance by Departments

IX. Consequences for Noncompliance

Violations of this policy may be grounds for disciplinary action, up to and including termination and enforcement action which may include civil or criminal charges. Any improper technology asset usage will not be disclosed by the County to others except to the extent necessary to consider and implement discipline, for other employment-related purposes, or to respond to litigation requests. Potential criminal conduct which is revealed by improper technology asset usage will be referred to the appropriate law enforcement authorities.

X. Acceptable Use Policy and Standards Glossary

Acceptable Use: A term referring to the usage of Institutional Information and IT Resources that complies with Plumas County's security, privacy, and ethics policies.

Archive: Data that has been removed from the storage system to another (off-line) location for historical purposes, available for reference or recovery on an as-needed basis. The archive medium may be different from that of the previously stored data, may be in a different physical location, and may, depending on the media and software used, be usable only after it has been run through a "restore" process.

Authentication: The process by which you prove your identity to another party. "Authentication is the act of confirming the identity of an individual by verification of the digital credentials presented by the individual when accessing a resource. An *authentication credential* may be:

something the individual knows, such as a password, passphrase, or other secret information
something the individual has, such as a smart card with a public-key certificate
something that is biologically part of the individual, such as a fingerprint or a retina

Breach (Breach of Security): Any confirmed disclosure or unauthorized acquisition of County Information that compromises the security, confidentiality, or integrity of County Information maintained by Plumas County. Good faith acquisition of personal information by a County employee or agent for County purposes does not constitute a security breach, provided that the personal information is not used or subject to further unauthorized disclosure.

Backup: A copy of data as it existed at a specific point in time. The backup is held on physically different media (but may be of the same type) as the active data set. Backup data may depend on the medium and backup software used, and be usable only after it has been run through a "restore" process.

Computer Security Incident: See "Security Incident"

Device: Any electronic component, such as a computer, printer, router, switch, modem, PDA, etc.

Disaster recovery: Restoring a system or operational function after a service-impacting event.

Electronic Communications: Any information that is transmitted electronically. This includes, but is not limited to, email and email attachments, Google Docs, web pages, phone calls, faxes, broadcasts, electronically transmitted files, information submitted online, etc. It also applies to details about an individual's online activities, and information from transactional logs.

Electronic Protected Health Information (ePHI): protected health information (PHI) that is produced, saved, transferred or received in an electronic form. In the United States, ePHI management is covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule.

Email Spam Robot (spam bot): A malicious program designed to covertly send unsolicited email (spam) from computers that it infects. The spambot is remotely controlled as part of a collection, or "army," of spam engines.

Encryption: The process of converting data into a cipher or code to prevent unauthorized access. The technique obfuscates data in such a manner that a specific algorithm and key are required to interpret the cipher.

Essential Resource: A resource is designated as Essential by Plumas County if its failure to function correctly and on schedule could result in

A major failure by a Campus to perform mission-critical functions
A significant loss of funds or information
A significant liability or other legal exposure to a Campus.
A system required for the operation of a major function is an essential system.

File recovery: Restoring individual files or records from original, archive, or backup media.

FTP: "File Transfer Protocol." A non-secure method of transferring files between computers on a network. The currently preferred alternative is SFTP.

HIPAA: Federal Health Insurance Portability and Accountability Act. HIPAA Privacy and Security Laws mandate protection and safeguards for access, use, and disclosure of protected health information and/or ePHI with sanctions for violations.

HIPAA Data: See Electronic Protected Health Information (ePHI)

HTTP: "Hypertext Transfer Protocol." The communication protocol (language) enables web browsing.

HTTPS: "Secure Hypertext Transfer Protocol." An acronym used to indicate a secure, encrypted HTTP connection.

IMAP: "Internet Message Access Protocol." A mail protocol that provides access to email and management of email messages on a remote server.

IMAPS: Secure, encrypted IMAP.

Information Security Event: An identified occurrence in a system, service, or network state indicating a possible breach of information security policy, a failure of controls, or a previously unknown situation that may be relevant to security.

Infected Computer: A computer containing any type of malicious software.

Information Security Incident Response Plan: An Information Security Incident Response Plan is a written document detailing the steps required to address and manage an Incident or cyber-attack. A response plan is one part of a Security Program.

Information Security Incident Response Program: The full, comprehensive effort to identify, prevent, prepare for, respond and recover from Incidents or cyber attacks

Integrity: The consistency, accuracy, and trustworthiness of data over its entire lifecycle. Integrity is one of the 3 elements of the "CIA Triad" security model (Confidentiality, Integrity, and Availability).

IT Resource: A term that broadly describes IT infrastructure, software, and/or hardware with computing and networking capability. These include, but are not limited to personal and mobile computing systems and devices, mobile phones, printers, network devices, industrial control systems (SCADA, etc.), access control systems, digital

video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens and other devices that connect to any County network.

Malicious Software, or "malware": A generic term for software that performs unauthorized activities on a computer, causes damage, or allows unauthorized access to be gained. Examples of malicious software include viruses, spyware, and email spam robots.

Multi-Factor Authentication (MFA) is a method of computer access control in which a user is granted access only after successfully presenting multiple separate pieces of evidence to an authentication mechanism – typically at least two of the following categories: knowledge (something the user knows), possession (something the user has), and inherence (something the user is).

Network Service: A resource running on a device that can be shared by other computers. Examples include web servers, mail servers, file sharing, remote connectivity capability, and servers.

Password: A string of characters (letters, numbers, and/or symbols) used to authenticate an identity, verify access authorization, or derive cryptographic keys. Generally composed of not more than 8-16 characters.

Privileged Access: Privileged access is any access to systems, applications, databases, etc. that enables a user to carry out system administration functions, or that provides broad access to personal or County data (beyond just the user's data).

Privileged User/Accounts is a User/Account that by function, and/or seniority, has been allocated powers within the computer system, which are significantly greater than those available to the majority of users. Such persons will include, for example, the system administrator(s) and Network administrator(s) who are responsible for keeping the system available and may need powers to create new user profiles as well as add to or amend the powers and access rights of existing users.

Procedure: A collection of steps or processes that describe how the requirements of a specific job task, policy, or standard are met.

Public Information: Public information is any information relating to the conduct of the public's business. In the case of personal information, the term relates to information that has been determined not to constitute an unwarranted invasion of privacy if publicly disclosed.

Risk Assessment: A process to identify, rate, and prioritize risk, as well as to document risk tolerance.

Security Incident: A compromise of the confidentiality, integrity, or availability of Institutional Information in material or reportable way. A single event or a series of unwanted or unexpected information security events that have a significant probability of compromising business operations or threatening information security.

Sensitive Data: Sensitive data is an informal term used to describe information with some level of sensitivity.

Session Timeout: A process that automatically prevents user access to a system or application after a period of inactivity. The purpose of timeouts is to lock out unauthorized users when a system is unattended or when someone forgets to log out of an application.

SFTP: “Secure File Transfer Protocol.”

A program that is similar to FTP and uses SSH to transfer files. Unlike FTP, SFTP encrypts both the session and the password so nothing is sent in clear text form. This prevents an eavesdropper from capturing or stealing passwords or data as they travel over the network.

A secure, encrypted method of transferring files between computers on a network.

SMTP: "Simple Mail Transfer Protocol." The *de facto* standard for email transmissions across the Internet. SMTP is a text-based protocol, where one or more recipients of a message are specified and then the message text is transferred. http://en.wikipedia.org/wiki/SMTP

SNMP: "Simple Network Management Protocol." A protocol used by network management systems to monitor network-attached devices for conditions that warrant administrative attention. It consists of a set of standards for network management, including an application layer protocol, a database schema, and a set of data objects. http://en.wikipedia.org/wiki/Simple_Network_Management_Protocol

Spyware: Computer programs that typically track your use and report this information to a remote location. The more malicious spyware programs may capture and report keystrokes, revealing passwords and personal information. Users are often tricked into installing spyware programs without their knowledge. Spyware is sometimes referred to as adware.

Standard: Requirements that specify the set of administrative, technical, or procedural controls necessary to meet the related policy. Standards differ from the policy in that they can be more detailed and can change more rapidly in response to new technology or new or evolving threats.

System: In general, an interrelated group of electronic components, e.g. hardware and/or software, that work as a coherent entity. Concerning information security breaches, a system is any computer-readable collection of information that contains electronic data in an organized form such that information about a particular subject can be distinguished from information about other subjects.

Transactional Information: Information, including electronically gathered information, is needed either to complete or to identify an electronic communication. Examples include but are not limited to electronic mail headers, summaries, addresses, and addressees; records of telephone calls; and IP address logs. Transactional information does not include the actual contents of people's computers, files, emails, telephone conversations, etc.

Truncate: To make it shorter. This can be to reduce or eliminate the sensitivity of data, such as using the last four digits of a Social Security number instead of the entire number.

Unit: An IT, academic, research, administrative or other entity operating within Plumas County. A Unit is typically a defined organization or set of departments.

Updates: Updates "fix" an inherent flaw or security risk in an operating system (the basic program that runs a computer) or in application software. Updates are released on an as-needed basis – typically from the operating system or software vendor (such as Microsoft, Apple, or Mozilla).

User ID is a unique symbol or character string used by an information system to identify a specific user.

Virus: Computer viruses are small, self-replicating computer programs that interfere with computer operation. The effect of viruses can range from negligible to devastating, depending on what the virus program does when it runs. A virus might, for example, corrupt or delete data on a computer, spread itself to other computers, or even install a malicious program.

VPN or Virtual Private Network is a method employing encryption to provide secure access to a remote computer over the Internet.

Attachment 1

1. Civil Code
    a. Creation and execution of wills, codicils, or testamentary trusts (Civil Code §1633.3(b)(1).)
    b. Documentation required for the foreclosure of a mortgage or deed of trust (Civil Code, §§ 2924b, 2924c, 2924f, 2924i, 2924j, 2924.3, and 2937.)
    c. When a law requires that specifically identifiable text or disclosures must be signed or initialed separately. (Civil Code § 1633.3(b)(4).)
    d. Requests to obtain medical information (Civil Code § 56.11.)
    e. Genetic test results (Civil Code § 56.17.) f
    f. Notices related to the Mobile Home Residency Law (Civil Code § 798.14.)
    g. Notice of Blanket Encumbrance on Real Property (Civil Code § 1133.)
    h. Statement of Defects in a transfer of real property (Civil Code § 1134.)
    i. Cancellation or Rescission of a home solicitation contract or offer (Civil Code §§ 1689.6, 1689.7, 1689.13.)
    j. Home Equity Sales Contracts (Civil Code § 1695.)
    k. Debit or credit obligations (Civil Code § 1720.)
    l. Consumer Credit Reporting Agencies documents (Civil Code §§ 1785.15, 1789.14, 1789.16, or 1793.23.)
    m. Retail Installment Contracts (Civil Code § 1801 et seq.)
    n. Notices for sales from non-payment of judgement or unclaimed property (Civil Code §§ 1861.24, 1862.5.)
    o. Loans (Civil Code §§ 1917.712, 1917.713.)
    p. Rental applications with credit reports and notices (Civil Code §§ 1950.6, 1983.) q
    q. Liens on Vehicles (Civil Code § 3017.5.)
    r. Common Interest Developments (Civil Code § 4000.)
    s. Commercial and Industrial Common Interest Developments (Civil Code §\6500.)
2. Uniform Commercial Code: Documents described in Division 1, 3, 4, 5, 8, 9, and 11 of the Uniform Commercial Code.
    a. Transactions subject the General Provisions, Division 1 of the UCC commencing with § 1101
    b. Negotiable Instruments subject to Division 3 of the UCC commencing with §3101
    c. Bank Deposits and Collections subject to Division 4 of the UCC commencing with § 4101
    d. Letters of Credit subject to Division 5 of the UCC commencing with § 5101 e
    e. Investment Securities subject to Division 8 of the UCC commencing with §8101
    f. Secured Transactions subject to Division 9 of the UCC commencing with §9101
    g. Funds Transfers subject to Division 11 of the UCC commencing with § 11101
3. Telephone solicitation (Business and Professions Code §17511.5.)
4. Financial Code
    a. Certain Provisions of Premium Finance Agreements/ right to cancel (Financial Code § 18608 (b).)
    b. Liens on motor vehicles and disposition of repossessed vehicles (Financial Code §22328.)
5. Health Care Service Plan documents (Health and Safety Code §§ 1358.15, 1365, 1368.01, 1368.1, 1371, 18035.5.)
6. Individual and group disability policies (Insurance Code §786.)
7. Termination of utility service for nonpayment. (Public Utilities Code §§ 779.1, 10009.1, 10010.1, 12823.1, 16482.1.)
8. Brokering agreements for manufacturers, transporters and dealers of vehicles (Vehicle Code §11738.)
9. Any notice that is required to be sent when obtaining possession of Real Property (Code of Civil Procedure §1162.)