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
MAY 6, 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, 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

This Meeting is dedicated to the memory of Leonard Ross, Former Plumas County Supervisor

A. Adopt a Proclamation, proclaiming June 4, 2025, and every year thereafter "Paul Bianco Day"; discussion and possible action.

1. UPDATES AND REPORTS

A. US FOREST SERVICE
Brief Report and update. (5 Minutes)

B. ASSESSOR
Brief Update and Report. (5 Minutes)

C. PLUMAS HOUSING COUNCIL

1) Receive a memorandum from Plumas Housing Council on the monthly updates from May 2025. See attached memorandum

2. CONSENT AGENDA

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

A. ASSESSOR

1) Approve and authorize Assessor to recruit and fill, funded and allocated, vacant 1 FTE Appraiser I or Appraiser II/III; (General Fund Impact) as approved in FY 24/25 recommended budget Vacancy due to retirement.

B. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and RSH INC., dba Curran Tire Center for vehicle maintenance and repair; effective July 1, 2025; not to exceed $20,000; (No General Fund Impact) Funds have been appropriated in the proposed Department budget to cover the costs of this agreement.; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs Child Care services, effective July 1, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal Sources; approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes, effective July 1, 2025; not to exceed $56,000.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.
4) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes, effective July 1, 2025; not to exceed $17,200.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.
5) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective July 1, 2025; not to exceed $58,416.00; (No General Fund Impact) . Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds; approved as to form by County Counsel.

C. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement in offering Staff Training and Credentialing Courses to other community members effective April 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SierraVista Hospital for behavioral and psychiatric disorders and chemical dependency, effective July 1, 2025, not to exceed $100,000.00; (No General Fund Impact); State and Federal funding sources; approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health and substance abuse treatment services to adults and adolescents; effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health that provides inpatient and outpatient psychiatric and addiction treatment. Not to exceed $100,000; effective July 2, 2025; No General Fund Impact, State and Federal funding; approved as to form by County Counsel.

5) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Quality Measures and Performance Improvement Program for direct support in meeting Healthcare Effectiveness Data and Information Set reporting requirements. Effective upon execution, not to exceed $14,400.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

6) Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant one (1) FT BH Case Management Specialist II or Sr.; vacancy due to retirement; (No General Fund Impact) State and Federal Funds.

7) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center serving those with difficult behavioral challenges, providing a safe and supportive environment to help achieve independent functioning; effective July 1, 2025; not to exceed $500,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

D. SHERIFF'S OFFICE

1) Approve and authorize Chair to sign change orders between Plumas County Sheriff's Office and Sun Ridge Systems, Inc for changes to software and services agreement dated August 10, 2023; Change order #1 not to exceed $23,358.00; Change order #2 not to exceed $50.00; (No General Fund Impact) Sheriff's Small and Rural County Law Enforcement Funds (AB-443) dept 70331 account 520411 (software) as budgeted in FY 24/25 budget; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Lake Almanor Towing to provide general automotive and towing services; effective May 1, 2025; not to exceed $20,000.00 ; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service to provide general marine repair services on an as-needed basis; effective May 1, 2025; not to exceed $25,000.00; (No General Fund Impact) as approved in FY24/25 recommended budget 70350 / 520900 (BOAT PATROL / EQUIPMENT MAINTENANCE); approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and A&P Helicopters to provide a licensed and insured helicopter and pilot for marijuana reconnaissance; effective June 1, 2025; not to exceed $75,000.00; (No General Fund Impact) Grant Funded 70348 / 526300 (DCESP / HELICOPTER AIR OPS); approved as to form by County Counsel.

5) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., to provide general automotive repairs and services; effective June 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

E. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in April 2025, as submitted.

F. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Chair to sign Fixed Asset Budget Transfer request for Facility Services & Airports to transfer the remaining balance of allocated funding for Vehicle Purchase (2012052/541500) in the amount of $11,351.65 to Equipment Replacement (2012052/544630); approved by Auditor-Controller

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Current Electric & Alarm, Inc. for security, fire, and safety alarm monitoring, testing, and repair; effective May 1, 2025; not to exceed $13,700.00 per year for 3-year contract totaling $41,100.00; funding for this service comes from General Fund recommended budget 2012052 521903; approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Environmental Systems Inc for card swipe and and HVAC controls; effective (May 6th 2025); not to exceed 65,560.00; (General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110 and NGFI 20100 / 46251; approved as to form by County Counsel.

4) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and Nevada Chiller & Boiler to increase contract value due to necessary repair at Courthouse; increase of $1,930 to contract value will be funded by General Fund; approved as to form by County Counsel.

G. PUBLIC WORKS/ROAD

1) Authorization for the Department of Public Works to recruit and fill extra-help summer workers throughout its maintenance districts in excess of 29 hours per week. No General Fund impact. Funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

2) Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Road Maintenance Lead Worker position; County Promotional Only; in the Graeagle Maintenance District. No General Fund impact, paid for by Road Funds.

3) Approve and authorize Chair to sign Amendment No. 5 to Agreement between Plumas County Department of Public Works and Consor North America, Inc. to provide contract document preparation and engineering services for the Keddie Resort Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel

H. HUMAN RESOURCES

1) Approve and Authorize a flex schedule for employees #100800, #101629, #101650, #101344 and #101694 from June 1st, 2025, to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect Human Resources business hours or services to employees and the public.

I. RISK MANAGEMENT/OES

1) Approve and authorize a flex schedule for employees #101344, #377900, and #735050 from June 1st, 2025, to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect employees in the Risk Management and OES Department's hours or services to employees and the public.

J. INFORMATION TECHNOLOGY

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc. for Megabyte property tax software support and maintenance, effective July 1, 2025, through June 30, 2026; not to exceed $150,484.44; (General Fund Impact) as expected to be approved in recommended FY25/26 budget; approved as to form by County Counsel; discussion and possible action.

3. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

1) **CONTINUED FROM APRIL 8, 2025:** Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance update on the Board of Supervisors motion of April 8, 2025, and information pertaining to Government Code Section 65854, effective January 1, 2025, under Assembly Bill 2904 (2024) that requires local agencies give at least 20 days notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property; discussion only.

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Receive a report from staff regarding the closure of the Quincy Wellness Center; discussion only.

C. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Information Technology and CDW-G for additional Crowdstrike licenses for Sheriff's Office endpoints; (General Fund Impact) approved in the FY24-25 Mid-Year budget; approved as to form by County Counsel; discussion and possible action.

D. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize budget transfer in Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 of $361,274.00 from Software fixed asset account #540412 to Software service & supply account #520411 to correct funds budgeted to wrong account in error; approved by Auditor/Controller. **Four/Fifths roll call vote**

E. FACILITY SERVICES - Nick Collin

1) Approve and authorize Chair to sign an agreement between Plumas County Facility services and Baker Supplies and Repairs for the fixed asset purchase of Grasshopper Mower; total not to exceed $25,999.98; (General Fund Impact) as approved in (FY24/25) recommended budget (2012054 / 544630); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

F. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

G. SOLID WASTE - Sean Graham

1) **PUBLIC HEARING:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Residential and Commercial Customers Self-Hauling Green Waste to the Chester Green Waste Program Located at the Chester Landfill; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

2) Approve and authorize Chair to sign Amendment No. 1 to Green Waste MOU between Plumas County Public Works and Feather River Disposal, allowing for green waste fees at the Chester Green Waste Program to be set by Board of Supervisor Resolution; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

4. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION** establishing Principles and Priorities for the expenditure of County of Plumas 2021 Dixie Fire Settlement Funds received from PG&E; approved as to form by County Counsel; discussion and possible action; possible direction to staff. **Roll call vote**

B. APPOINTMENTS

1) Re-appoint Joshua Mizrahi as Interim Human Resources Director for a period of 30-days; effective April 27, 2025; discussion and possible action.
2) Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action.

C. CORRESPONDENCE

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

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Facilities Director
B. Conference with Legal Counsel: Claim Against the County, filed by Duerr, Caleb; received on April 21, 2025
C. Conference with legal counsel: Claim Against the County, filed by Duerr, Caleb received on April 28, 2025
D. Conference with legal counsel: Claim Against the County, filed by Duerr, Caleb received on April 28, 2025
E. Conference with Legal Counsel: Claim Against the County, filed by Armstrong, Eric; received on April 21, 2025
F. Conference with Labor Negotiator pursuant to Govt Code 54957.6 - re: HR Director Salary, Agency Representative Joshua Brechtel
G. Conference with Legal Counsel; Significant Exposure to Litigation pursuant to d(2)e(1) of Government Code 54956.9 (4 cases)
H. Conference with Legal Counsel: Initiating Litigation pursuant to d(4) and e(1) of Govt. Code 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, May 13, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jeff Engel, Supervisor - District 5**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Adopt a Proclamation, proclaiming June 4, 2025, and every year thereafter "Paul Bianco Day"; discussion and possible action.**

Recommendation:
Adopt a Proclamation, proclaiming June 4, 2025, and every year thereafter "Paul Bianco Day"; discussion and possible action.

Background and Discussion:
For nearly 40 years, Joseph “Paul” Bianco was an integral part of this community. From owning and masterfully running Graeagle Stables in the 1980s and 1990s, to providing the community with his craftsmanship and design skills via his tile company, Graeagle Tile, to funding and running his veteran-supporting nonprofit “One More Military Mission”, as well as writing and publishing his final masterpiece Finding the “Why” in Graeagle: Whimsical Mountain Tales and Shameless Lies, Paul was an iconic fixture and an unofficial steward of Graeagle, CA.

Action:

Adopt a Proclamation, proclaiming June 4, 2025, and every year thereafter "Paul Bianco Day"; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Proclamation Paul Bianco Day

Plumas County California

Memorial Proclamation

"Paul Bianco Day, June 4th, 2025

(and every year after)

WHEREAS, The Plumas County Board of Supervisors declare June 4th, 2025, and every year thereafter, to be "Paul Bianco Day" in remembrance of Paul Bianco's longtime presence in the Plumas County area.

WHEREAS, for nearly 40 years, Jospeh "Paul" Bianco was an integral part of this community. From owning and masterfully running Graeagle Stables in the 1980s and 1990s, to providing the community his craftmanship and design skills via his tile company, Graeagle Tile, to funding and running his veteran-supporting nonprofit "One Military Mission", as well as writing and publishing his final masterpiece Finding the "Why" in Graeagle: Whimsical Mountain Tales and Shameless Lies, Paul was an iconic fixture and an unofficial steward of Graeagle, California.

WHEREAS, "Paul Bianco Day" is a day to honor and remember Paul and his contributions to the community. It is a day to remember his storytelling, quick wit, silver tongue, horsemanship, craftsmanship, and his love and commitment for his home in Plumas County. Paul knew the local landscape like the back of his hand, including a great in-depth knowledge of Graeagle and its surrounding area's history and backcountry.

NOW THEREFORE, to keep Paul's memory alive, remember his one-of-a-kind character and recognize his contribution as a walking archive of his town, The Plumas County Board of Supervisors declare June 4th, 2025, and every year thereafter, Paul Bianco Day in the County of Plumas.

Kevin Goss
District 2 Supervisor
Chair, Plumas County Board of Supervisors

Attest:

Allen Hiskey
Clerk of the Board, Plumas County Board of Supervisors

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tyler Pew** **Ben Hoffman**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Receive a memorandum from Plumas Housing Council on the monthly updates from May 2025. See attached memorandum**

Recommendation:
Receive a memorandum from Plumas Housing Council on the monthly updates from May 2025. See attached memorandum

Background and Discussion:

Action:

Receive a memorandum from Plumas Housing Council on the monthly updates from May 2025. See attached memorandum

Fiscal Impact:

No General Fund Impact.

Attachments:
1. PHC_ BOS Memo Update

MEMO - from the Plumas Housing Council

To: Plumas County Board of Supervisors

Regarding: Monthly Housing Update (May)

Honorable Board,

We'd like to thank the Board for their hospitality and collaborative efforts the past few months as we've introduced the Plumas Housing Council and our conscious steps forward in building housing solutions in Plumas County. We'd also like to thank Supervisor Hall for her attendance at our last two Council meetings and Supervisors Goss and McGowan for attendance at previous meetings. We extend an invitation to attend future meetings to all Board Members.

Updates:

For housing updates as seen and discussed by the Plumas Housing Council during our latest meeting on April 30th, 2025, see this document here: https://tinyurl.com/Apr25Updates

Welcome Home Greenville: The program's first home is expected to be on the market and ready for move-in this summer. We see this program as a massive win, being the County's first home built for sale since 2008 and a replicable model for other communities in the County. For more information, view the flyer here.

Increase in Council Membership: Over the past two months, the Council has welcomed more than 30 new members, significantly expanding representation—particularly from the Eastern County and surrounding regions. We appreciate the valuable expertise our new members bring.

In light of this, the Council will spend the next three months refining its organizational structure to improve efficiency and ensure alignment with our core values, mission, and long-term goals for a sustaining entity.

Setting a Cadence:

Looking ahead, we recognize the immense value of the Board's time and the critical importance of housing countywide. To ensure transparency and alignment, the Council will provide the Board with monthly updates at a minimum—targeting the first Board meeting of each month. Whenever possible, these updates will be delivered in person, as has been the case in February and March. Alternatively, written memos may be provided out of respect for the Board's time.

If the Board would like updates in another way, we are "all ears" and look forward to moving forward in a collaborative, transparent and effective manner.

We'll see you next month.

Respectfully,

The Plumas Housing Council

Plumas Housing Council

NOTE: For questions, to join the Plumas Housing Council mail list or access meeting recordings, contact Ben Hoffman at *ben.hoffman@lmnopdesigninc.com*.

PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cindie Froggatt, Plumas County Assessor**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Assessor to recruit and fill, funded and allocated, vacant 1 FTE Appraiser I or Appraiser II/III; (General Fund Impact) as approved in FY 24/25 recommended budget Vacancy due to retirement.**

Recommendation:

Approve and authorize Assessor to recruit and fill, funded and allocated, vacant 1 FTE Appraiser I or Appraiser II/III; (General Fund Impact) as approved in FY 24/25 recommended budget Vacancy due to retirement.

Background and Discussion:

Effective April 30, 2025, our Appraiser II will retire. The Department is requesting to fill this vacancy.

Action:

Approve and authorize Assessor to recruit and fill, funded and allocated, vacant 1 FTE Appraiser I or Appraiser II/III; (General Fund Impact) as approved in FY 24/25 recommended budget Vacancy due to retirement.

Fiscal Impact:

This position is funded as allocated in the FY24/25 County Assessor's budget.

Attachments:

1. 20250408093932
2. 2025 Organizational Chart
3. Critical Staffing Questions - Appraiser I-II 4-7-2025
4. Job Description - Appraiser I
5. Job Description - Appraiser II
6. Job Description - Appraiser III

PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195

CYNTHIA L FROGGATT
ASSESSOR

Date: **April 7, 2025**

To: **The Honorable Chair and Board of Supervisors**

From: **Cynthia L Froggatt, Assessor** CF

Subject: **Approve and authorize the County Assessor begin recruit and fill; funded and allocated; one (1) FTE Appraiser I or Appraiser II or Appraiser III in the Assessor's Office. Vacancy due to retirement.**

Recommendation

The Assessor respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Appraiser I or Appraiser II or Appraiser III in the Assessor's Department

Background and Discussion:

Effective April 30, 2025, our Appraiser II will retire. The Department is requesting to fill this future vacancy.

Fiscal Impact:

This position is funded as allocated in the FY24/25 County Assessor's budget.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

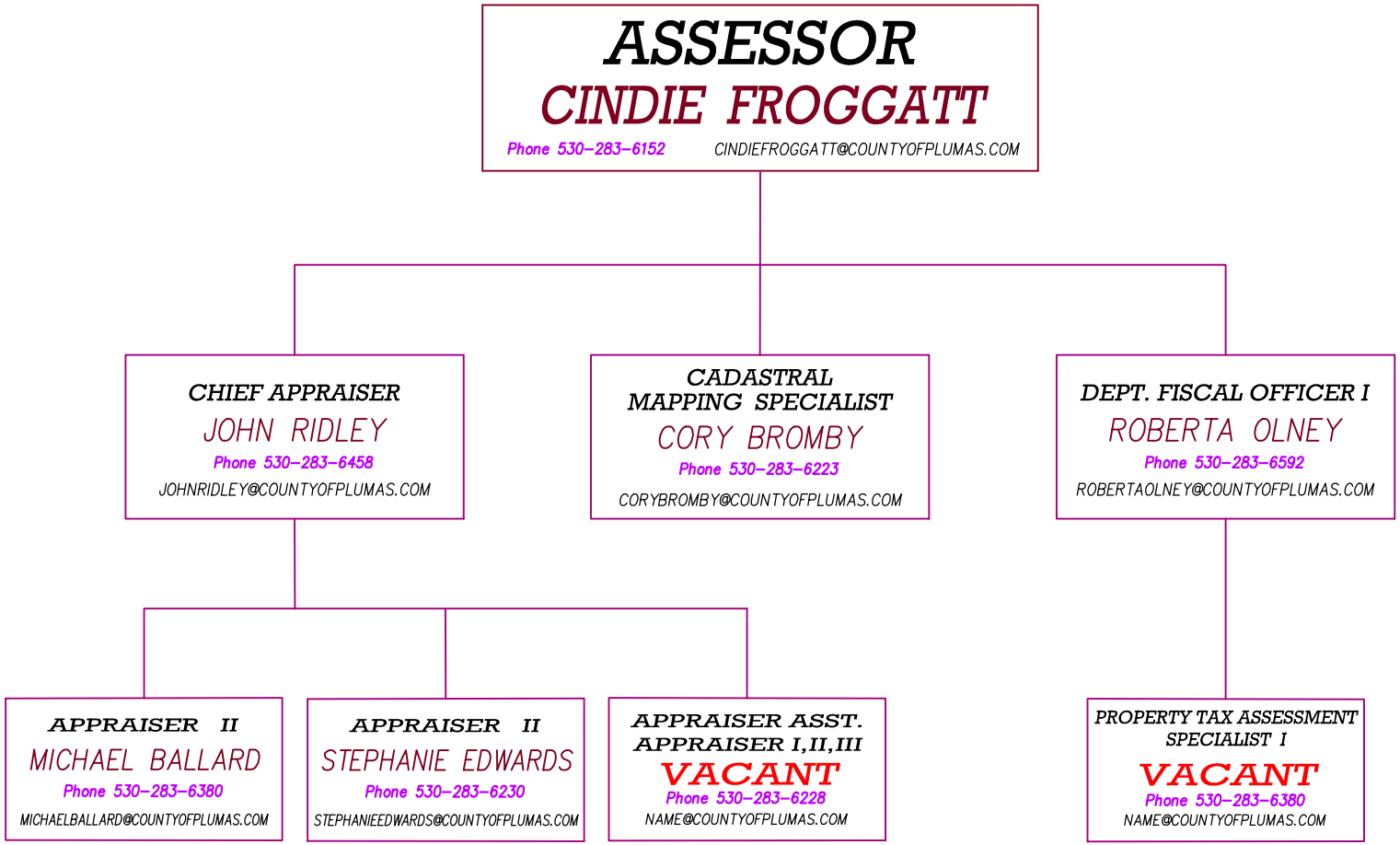
Action:

Approve and authorize the County Assessor to recruit and fill; funded and allocated; one (1) FTE Appraiser I or Appraiser II or Appraiser III.

Attachments:

1. Critical Staffing Request – Appraiser I/II/III
2. Organizational Chart
3. Job Descriptions – Appraiser I or Appraiser II or Appraiser III

2025
ASSESSOR'S OFFICE ORGANIZATIONAL CHART



PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195

CYNTHIA L FROGGATT
ASSESSOR

Appraiser I/II/III

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
  Yes! The Assessor's Office has historically had three appraisers and one Chief Appraiser. The recent resignation of an appraiser prompted the current Assessor to review the office structure and consider leadership development for long term succession planning. This position will not result in an increase in total FTEs for the office.

- Why is it critical that this position be filled at this time?
  The retirement from this Appraiser II position is critical to be filled in order to allow the appraisal team prompted to produce a up to date and accurate taxroll.

- How long has the position been vacant?
  This position became vacant on April 30, 2025. This position will not result in an increase of total FTEs for the office.

- Can the department use other wages until the next budget cycle?
  No.

- What are staffing levels at other counties for similar departments and/or positions? ***Plumas County appraisal staffing is at the higher end of the range in terms of similar counties, however overall staffing is at the lower end of the range. Plumas County is in the higher end of the range as far as workload, which justifies the larger appraiser allocation. Plumas County is among the lowest in overall staffing. This is in part due to the Property Tax Specialist positions that have been shed in recent years due to budget reductions.***

- What core function will be impacted without filling the position prior to July 1? ***The inner workings of the office will be impacted as far as keeping our valuation process up to date and allowing the Department to close the taxroll accurately and on time. This position has already been included in the 2024-2025 budget process.***

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? ***The position has already been included in the 2024-2025 budget process.***

- 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? ***Possibly, there are unworked Business Property Audits that need to be done and any pending assessment appeals.***

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? ***Possibly, there are unworked Business Property Audits that need to be done and any pending assessment appeals.***

- Does the budget reduction plan anticipate the elimination of any of the requested positions? ***N/A***

- 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? ***The Assessor's Office is a General Fund Department***

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? ***The Assessor's Office does not have a reserve fund.***

CRITICAL STAFFING COMMITTEE

REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: April 7, 2025

DEPARTMENT TITLE: Assessor

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: Assessor - 20060

POSITION TITLE: Appraiser I/II/III

IS POSITION CURRENTLY ALLOCATED? YES __ NO XX – This position will be vacated due to a retirement date of 4/30/2025.

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended

_____ Not Recommended

Comments:_____
_____
_____
_____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____
_____
_____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

APPRAISER I

DEFINITION

Under supervision, to learn the methods and procedures used in gathering and analyzing data for the appraisal of real property; to assist with making field investigations, studies, and appraisals of residential, commercial, farm, and timber properties; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and training level in the Appraiser class series. Incumbents often work under the guidance of other Department staff until they become familiar with the Department's methods, procedures, and policies. After some knowledge and experience has been gained, easier and more routine job assignments are given to positions in this class. When an incumbent has demonstrated substantive knowledge of Department procedures and policies, sound work habits, and gained proper certification, they may expect promotion to the next higher level of Appraiser II.

REPORTS TO

County Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

APPRAISER I - 2

EXAMPLES OF DUTIES

- Learns to conduct investigations and analyze data in determining the value of residential, commercial, small commercial, homogeneous farm, and timber properties for tax assessment purposes.
- Assists with inspections and inspects building improvements and changes to determine the effect on property value.
- Inspects exterior and interior of buildings to determine classifications according to standards and examples set forth in appraisal manuals.
- Learns to analyze and determine the quality of materials, fixtures, equipment, and general construction in buildings.
- Measures buildings and computes both total area and improved areas.
- Estimates replacement costs, construction costs, resale value, and other pertinent factors affecting property values.
- Learns to utilize proper judgment in arriving at consistent, equitable appraisals for tax assessment purposes.
- Records factual data and comments on appraisal forms.
- Prepares scale drawings of the location of buildings and improvements in relation to property lines.
- Sketches maps to assist with field locations.
- Assists with the preparation of reports.
- Performs the more routine appraisal assignments on an independent basis as job experience is gained.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

APPRAISER I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic principles of land economics.
- General knowledge of property appraisal principles.

Ability to:

- Learn and apply the techniques, methods, and principles of real property appraisal.
- Assemble and analyze statistical and narrative information.
- Prepare and maintain records and reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Understand and carry out oral and written directions.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.

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

Completion of formal advanced educational training in accounting, auditing, business administration or a related field; or, completion of some responsible work experience in accounting, appraising, engineering assistance, building cost estimating, construction material buying, or managing or selling real estate.

Special Requirements: Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.

Incumbents have one year from the date of appointment to this class to obtain a valid appraiser's certificate issued by the State Board of Equalization.

APPRAISER II

DEFINITION

Under direction, to secure and analyze data for the appraisal of real property for ad valorem tax purposes; to make field investigations, studies, and appraisals of residential, commercial, farm, and timber properties; to explain appraisal methods, laws, and procedures to the public; to defend challenged appraisals before the Board of Equalization, when necessary; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the Appraiser class series. Incumbents are expected to perform a variety of job assignments, requiring appraisal knowledge and background, with minimal supervision and direction. Also, they are expected to be fully capable of explaining appraisal methods and applicable sections of the Revenue and Taxation Code to the public.

REPORTS TO

County Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

APPRAISER II - 2

EXAMPLES OF DUTIES

- Conducts investigations and analyzes data in determining the value of residential, commercial, small commercial, homogeneous farm, and timber properties for tax assessment purposes.
- Inspects building improvements and changes to determine the effect on property value.
- Inspects exterior and interior of buildings to determine classifications according to standards and examples set forth in appraisal manuals.
- Examines, analyzes, and determines the quality of materials, fixtures, equipment, and general construction in buildings and improvements.
- Measures buildings and computes both total area and improved areas as required.
- Estimates replacement costs, construction costs, resale value, and other pertinent factors affecting property values.
- Obtains information in interviews with owners, contractors, real estate agents, and others when necessary.
- Combines the variety of elements affecting property value and exercises judgment in arriving at consistent, equitable appraisals for tax assessment purposes.
- Records factual data and comments on appraisal forms.
- Performs roll corrections on properties incorrectly assessed.
- Reviews properties for special exemptions and insures proper valuation of claims.
- Prepares scale drawings of the location of buildings and improvements in relation to property lines.
- Sketches maps to assist with field locations.
- Explains assessment procedures, value determinations, methods, and laws to the public.
- Prepares analysis and defends challenged assessments before the Board of Equalization, when necessary.
- Prepares reports.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

APPRAISER II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Factors, techniques, methods, and principles involved in the appraisal of real property.
- Methods of determining property values.
- Laws and regulations affecting the appraisal of real property, including pertinent principles and guidelines contained in the State Constitution, Revenue and Taxation Code, and Assessor's Handbook.
- Organization, procedures, and responsibilities of the County Assessor's Office.

Ability to:

- Apply appraisal principles, methods, and techniques in the equitable and justifiable appraisal of real property.
- Assemble and analyze statistical and narrative information.
- Read and interpret maps, assessment books, property descriptions, and legal codes.
- Prepare analytical reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Maintain effective communications and good relations with the public and individuals questioning assessment practices and results.
- Establish and maintain cooperative working relationships.

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

One (1) year of experience in performing property appraisals and value determinations comparable to that of an Appraiser I with the Plumas County Assessor's Office.

Special Requirements: Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.

Possession of a valid appraiser's certificate issued by the State Board of Equalization.

APPRAISER III

DEFINITION

Under direction, to secure and analyze data for the appraisal of real property for ad valorem tax purposes; to make fields investigations, studies, and appraisals of residential, commercial, farm, and timber properties; to explain appraisal methods, laws, and procedures to the public; to defend challenged appraisals before the Board of Equalization, when necessary; to perform the more complex appraisals and special assignments for the Assessor's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced working level in the Appraiser class series. Incumbents are expected to perform the fill scope of real property appraisal, requiring appraisal knowledge and background, with minimal supervision and direction. Also, they are expected to perform the more complex appraisals and special job assignments, as well as assist with the training of new staff. They must be fully capable of explaining appraisal methods and applicable sections of the Revenue and Taxation Code to the public.

REPORTS TO

County Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

APPRAISER III – 2

EXAMPLES OF DUTIES

- Conducts investigations and analyzes data in determining the value of residential, commercial, small commercial, farm and timber properties for tax assessment purposes.
- Inspects building improvements and changes to determine the effect on property value.
- Inspections exterior and interior of buildings to determine classifications according to standards and examples set forth in appraisal manuals.
- Examines, analyzes and determines the quality of materials, fixtures, equipment and general construction in buildings and improvements.
- Measures buildings and computes both total area and improved areas as required.
- Estimates replacement coasts, construction costs, resale value and other pertinent factors affecting property values.
- Obtains information in interviews with owners, contractors, real estate agents and others when necessary.
- Combines the variety of elements affecting property values and exercises judgment in arriving at consistent, equitable appraisals for tax assessment purposes.
- Records factual data and comments on appraisal forms; performs roll corrections on properties incorrectly assessed.
- Reviews properties for special exemptions and insured proper valuation of claims.
- Prepares scale drawings of the location of buildings and improvements in relation to property lines.
- Sketches maps to assist with field locations.
- Explains assessment procedures, value determinations, methods, and laws to the public.
- Performs the more complex and specialized appraisal assignments, performs special projects as assigned.
- May gather data and assist with the training of new staff.
- Prepares analysis and defends challenged assessments before the Board of Equalization, when necessary.
- Prepares reports.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

APPRAISER III – 3

KNOWLEDGE OF

- Factors, techniques, methods, and principles involved in the appraisal of real property.
- Methods of determining property values.
- Laws and regulations affecting the appraisal of real property, including pertinent principals and guidelines contained in the State Constitution, Revenue and Taxation Code, and Assessor's Handbook.
- Organization, procedures, and responsibilities of the County Assessor's Office.
- Computer equipment and software related to property appraisal.
- Sales ratio analysis and ratio determination methods.
- Principles of training.

ABILITY TO

- Provide training and coordination for other staff.
- Apply appraisal principles, methods, and techniques in the equitable and justifiable appraisal of real property.
- Assemble and analyze statistical and narrative information.
- Read and interpret maps, assessment books, property descriptions, and legal codes.
- Prepares analytical reports.
- Perform a variety pf special projects and assignments.
- Assist with the establishment of standardized appraisal systems and methods.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Maintain effective communications and good relations with the public and individuals questioning assessment practices and results.
- Establish and maintain cooperative working relationships.

APPRAISER III – 4

TRAINING AND EXPERIENCE

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

Two (2) years of experience in performing property appraisals and value determinations comparable to that of an Appraiser II with Plumas County Assessor's Office.

Completion of seven (7) courses for Advanced Appraiser Certificate.

Special Requirements: Must possess a valid drivers 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.

Possession of a valid appraiser's certificate issued by the State Boars of Equalization.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and RSH INC., dba Curran Tire Center for vehicle maintenance and repair; effective July 1, 2025; not to exceed $20,000; (No General Fund Impact) Funds have been appropriated in the proposed Department budget to cover the costs of this agreement.; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and RHS INC., dba Curran Tire Centerfor vehicle maintenance and repair; effective July 1, 2025; not to exceed $20,000; (No General Fund Impact) Funds have been appropriated in the proposed Department budget to cover the costs of this agreement; approved as to form by County Counsel.

Background and Discussion:
The Department of Social Services annually executes contracts for vehicle maintenance and repair. A contract with RHS INC. dba Curran Tire Center is before the Board today for your approval.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and RHS INC., dba Curran Tire Center for vehicle maintenance and repair; effective July 1, 2025; not to exceed $20,000; (No General Fund Impact) Funds have been appropriated in the proposed Department budget to cover the costs of this agreement.; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Funds have been appropriated in the proposed Department budget to cover the costs of this agreement

Attachments:
1. 5265 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 Department of Social Services (hereinafter referred to as "County"), and RSH, Inc., a California Corporation dba Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

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

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

3. Term. The term of this agreement shall be from JULY 1, 2025, through JUNE 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. 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:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo

Contractor:

RHS. INC dba Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: CHRISTOPHER CURRAN

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

RSH Inc., a California Corporation

By:_____
Name: Chris CurraN
Title: CEO/CFO
Date signed:

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

COUNTY:

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

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

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

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

    b. Sale and installation of new tires.

    c. Tire rotation.

    d. Mounting and balancing of tires.

    e. Vehicle alignment.

    f. Brakes and shocks repair and replacement.

    g. Transmission Service

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

EXHIBIT B

Fee Schedule

1. Labor shall be charged $135/hr.

2. Prices for tires quoted prior to installation.

3. Prices for brake service quoted after inspection.

4. Front end alignment shall be charged $119.99. Alignment service on all four wheels shall be charged at $134.99

5. LOF changes with inspection shall be charged at the current rate (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.

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

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

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

FROM:

MEETING DATE: **May 6, 2025**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs Child Care services, effective July 1, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal Sources; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs Child Care services, effective July 1, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal Sources; approved as to form by County Counsel.

Background and Discussion:

The Department of Social Services has a continuing agreement with Plumas Rural Services, Inc. (PRS) to administer the childcare services that are provided to recipients of CalWORKs cash assistance while they are participating in the mandatory Welfare-to-Work activities. As the state-recognized Alternate Payment Program (APP) administrator for all childcare programs. PRS has the administrative and program resources that are necessary to carry out this work.

The services provided by PRS include information and referral, processing payments to childcare providers and coordinating or delivering training to providers of childcare.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs Child Care services, effective July 1, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal Sources; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Sources

Attachments:

1. 5477 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 Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for CalWORKs Stage I Childcare 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 maximum reimbursable amount during the twelve-month term of this Agreement for the combined activities of the two components identified in Exhibit A is anticipated to be TWO HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS ($233,129.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.
County:
Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Laura Atkins, Director
Contractor:
Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Paula Johnston, Executive Director

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Paula Johnston
Title: Executive Director
Date signed:_____

By:_____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

SCOPE OF WORK

PRS Responsibilities:

The Consultant must possess and maintain a working knowledge of the current best practices in administering the CalWORKs subsidized childcare program and have a comprehensive understanding of the issues related to providing CalWORKs clients with information regarding subsidized childcare options and processing reimbursements to childcare providers. The Consultant must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Consultant must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of the CalWORKs subsidized childcare program.
3. Maintain a commercial physical space in Plumas County for Participant courses.
4. Increase public awareness of the CalWORKs Subsidized Childcare programs goals to help parents access the assistance they need.
5. Perform the following responsibilities:
   a. Provide information to CalWORKs clients regarding subsidized childcare options and place all Stage I CalWORKs clients on the Stage II and Stage III eligibility lists, as well as support parents to access other subsidized childcare programs.
   b. Process reimbursements to childcare providers using vouchers as source documents, making payments to childcare providers in a timely manner for the expense of authorized childcare, with rates that are within 1.5 Standard Deviations of the Mean Market Rate for Plumas County.
   c. Provide childcare referrals to local childcare providers for those Participants who require assistance in obtaining childcare.
   d. Provide CalWORKs Participant information regarding what to look for in quality childcare and any required consumer education materials developed by the state.
   e. Maintain a log of complaints received from parents.
   f. Submit invoices to PCDSS for childcare support services and administrative costs and childcare provider reimbursement by the 20th of each month for expenses incurred in the previous month.
   g. Provide data reports as requested by PCDSS and as required by AB 1542.
   h. Coordinate the transfer of clients between CalWORKs Stages I, II and III childcare funds and subsidized funding in the larger community so as to support continuity of services to eligible children.
   i. Inform childcare providers of training opportunities to enhance their skills.
   j. Inform parents and childcare providers of policies regarding circumstances under which providers will not be eligible to receive payment.
   k. Enrollment and maintenance of family files with a yearly recertification appointment.

l. Request and receipt of parent/guardian documents for enrollment and recertification- this process requires the submittal of required current documents to ensure eligibility and need for initial/continuity of enrollment in the Child Care Payment Program.
m. Enrollment of license-exempt child care providers – this may include the Trustline process of license-exempt childcare providers. The license-exempt childcare provider will submit their fingerprints and other required documents as applicable, which then will be submitted to Guardian for a background check.

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. An annual independent financial audit, which includes the funds payable under this Agreement; and
2. Participant data to the State of California as required by the program.
   CW115 & CW115A: https://www.cdss.ca.gov/inforesources/Research-and-Data/Report-Form-and-Instructions

PCDSS Responsibilities:

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare services needs.

2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare agreements for such participants.

3. Determine the amount of and collect overpayments from participants.

4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Agreement.

5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.

6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.

EXHIBIT B

Cal-Wks Stage 1
July 1, 2025 to June 30 2026
FISCAL REPORT

County:	Plumas
Agency:	Plumas Rural Services
Contact Person:	Debbie Shirk, Fiscal Officer

	Project Budget
PERSONNEL	
Regular Staff Salaries	
Wages/Benefits	$ 74,875.72
TOTAL PERSONNEL COSTS	$ 74,875.72
NONPERSONNEL	
Program Support	
Rent, Utilities, phone, internet, audit, insurance	$ 15,000.00
Training/ CAPPA	$ 1,500.00
Supplies	$ 1,500.00
Child Care Payments to Providers	$ 133,000.00
SUBTOTAL PROGRAM SUPPORT COSTS	$ 151,000.00
SUBTOTAL	$ 225,875.72
Indirect	$ 7,253.28
SUBTOTAL ADMINISTRATIVE COSTS	$ 7,253.28
TOTAL PROJECT BUDGET	$ 233,129.00

TOTAL EXPENSES, per this Agreement, not to exceed:	**$233,129.00**

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. Invoices will detail amount of vouchers and provide backup information in support of services provided, including direct and administrative services.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes, effective July 1, 2025; not to exceed $56,000.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes, effective July 1, 2025; not to exceed $56,000.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.

Background and Discussion:
Since July 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.
During the 15 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community-based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.
A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing skills for being a nurturing parent has been a key component of creating safe and supportive family systems that keep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes, effective July 1, 2025; not to exceed $56,000.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment

Attachments:
1. 5479 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 Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for Nurturing Parent In-Home Classes as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTY-SIX THOUSAND DOLLARS ($56,000.00).

3. Term. The term of this Agreement shall be from July 1, 2025, through June 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 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.

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

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.

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

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

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

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

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

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

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

County:

Plumas County Department of Social Services

270 County Hospital Road, Suite 207

Quincy, CA 95971

Attention: Laura Atkins, Director

Contractor:

Plumas Rural Services

711 E. Main Street

Quincy, CA 95971

Attention: Paula Johnston Executive Director

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

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

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

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

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

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

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

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

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

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

28. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Paula Johnston
Title: Executive Director
Date signed:_____

By:_____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

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

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

SCOPE OF WORK

The Contractor must possess and maintain a working knowledge of the current best practices in the Nurturing Healthy Families In-Home curriculum and have a comprehensive understanding of the multitude of issues related to parenting and be able to draw from a variety of techniques to customize services. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Contractor must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of Nurturing Healthy Families In-Home services and other evidence based practices.
3. Provide live/virtual, via Zoom classes countywide.
4. Provide 8-week sessions for In-Home Nurturing Parenting classes.
5. Provide assessment, intervention and case management services to clients in need of these services and as referred by the Department of Social Services.
6. Participate in periodic team meetings as necessary to discuss program operations or goals.
7. Provide, on request, an assessment screening document to Plumas County Department of Social Services for parents referred to the program.
8. Identify needs of referred families and develop a prioritized plan for in-home support and additional appropriate resources.
9. Provide intense, one-on-one parenting assistance for families identified and referred by Child Welfare Services. Families can receive services for a period of time identified by the Child Welfare Services social worker and as outlined in the CWS case plan.
10. Conduct curriculum within the scope of Nurturing Healthy Families In-Home classes and other evidence based practices, to enhance the skills, knowledge, and confidence of clients and other evidence based practices.

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post Nurturing Healthy Families In-Home class surveys;
2. Quarterly implementation report which must include at least the following:
    a. Evaluation of services;
    b. Analysis of progress toward previously established goals and outcomes;
    c. Changes in staff, accreditations and training needs (if any);
    d. Outreach activities, identified issues and responses, developing issues, and opportunities;
    e. Number of families served during the reporting period;
    f. Number of children served during the reporting period;
    g. Number of parents/caregivers served during the reporting period;
    h. Total number of therapy sessions held, if applicable;
    i. Number of entries to/exits from classes;
    j. Number of clients unserved with reason(s) including any identified barriers to service; and
    k. Participant demographic information upon request.
3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one Participant success story.

EXHIBIT B

PLUMAS RURAL SERVICES

Nurturing Parent In-Home Classes

Fees are as follows: **Fee per each Participant for 8 week course:**	**$1135.00**
TOTAL EXPENSES, per this Agreement, not to exceed:	**$56,000.00**

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

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

FROM: **Christine Renteria, Office Supervisor**

MEETING DATE: **May 6, 2025**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes, effective July 1, 2025; not to exceed $17,200.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes, effective July 1, 2025; not to exceed $17,200.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.

Background and Discussion:
Since July 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the 15 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community-based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing skills for being a nurturing parent has been a key component of creating safe and supportive family systems that keep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes, effective July 1, 2025; not to exceed $17,200.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment

Attachments:
1. 5478 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 Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for Nurturing Parenting Classes throughout Plumas County 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 Seventeen Thousand Two Hundred Dollars ($17,200.00).

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

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

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

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

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights

or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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

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

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

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

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

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

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

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

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

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

County:

Plumas County Dept. of Social Services
Attention: Laura Atkins, Director
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
Paula Johnston Executive Director
711 E. Main Street
Quincy, CA 95971

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

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

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

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

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

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

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

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

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

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

28. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By: _____
Name: Paula Johnston
Title: Executive Director
Date signed: _____

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

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

ATTEST:

By: _____
Allen Hiskey,

Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

SCOPE OF WORK

The Contractor must possess and maintain a working knowledge of the current best practices in the Nurturing Parenting curriculum and have a comprehensive understanding of the issues related to identifying the empathetic needs of Participants and their child(ren) and how Participants can increase the personal power of their children. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Consultant must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of Nurturing Parenting.
3. Provide Live/Virtual, via Zoom Classes countywide.
4. Provide eight (8) – week Nurturing Parenting classes to clients in need of these services and as referred by the Department of Social Services or depending upon family need, offer private one-on-one classes with families needed.
5. Participate in periodic team meetings as necessary to discuss program operations or goals.
6. Increase public awareness of the Nurturing Parenting goals to help parents become positive change agents for their children, set example of positive behavior and enhance the community's capacity to support at-risk children and their families.
   Provide information through quarterly networking, and social media on Nurturing Parenting classes as an evidence-based multi-level parenting and family support strategy.
7. Conduct curriculum within the scope of Nurturing Parenting to enhance the skills, knowledge, and confidence of clients, including, but not limited to:
   - Increasing knowledge of age-appropriate expectations
   - Learning the difference between Praise for Being and Praise for Doing
   - Learning the importance of getting their and their child(ren)'s needs met
   - Developing family morals, values and rules
   - Establishing and utilizing empathic discipline strategies
   - Managing stress and anger and setting an example for their children to follow

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post Nurturing Parenting class surveys;
2. Quarterly implementation report which must include at least the following:
   a. Evaluation of services;
   b. Analysis of progress toward previously established goals and outcomes;
   c. Changes in staff, accreditations and training needs (if any);
   d. Outreach activities, identified issues and responses, developing issues, and opportunities;
   e. Number of families served during the reporting period;
   f. Number of children served during the reporting period;
   g. Number of parents/caregivers served during the reporting period;

h. Total number of therapy sessions held;
i. Number of entries to/exits from therapy;
j. Number of clients unserved with reason(s) and barriers to services, if identified;
k. Participant demographic information upon request.

3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one Participant success story.

EXHIBIT B

Nurturing Parenting Classes Countywide

Fees are as follows: **Fee per each Participant for 8 week Class:**	**$250.00**
TOTAL EXPENSES, per this Agreement, not to exceed:	**$17,200.00**

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

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

FROM: **Christine Renteria, Office Supervisor**

MEETING DATE: **May 6, 2025**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective July 1, 2025; not to exceed $58,416.00; (No General Fund Impact) . Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective July 1, 2025; not to exceed $58,416.00; (No General Fund Impact) . Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds; approved as to form by County Counsel.

Background and Discussion:

In 2001, the California State Legislature passed and the Governor signed AB 427 (Chapter 125, Statutes of 2001) as an urgency statute. AB 427 established the Transitional Housing Placement and Transitional Housing Placement-Plus (THP-Plus) programs to address the needs of the young adults who “age out” or “emancipate” from the foster care system and are transitioning into independent living. In passing this legislation, the State recognized the unique needs of former foster youth and the challenges they face in such transitions.

Since its initial implementation, various steps have been taken by the Legislature to remove barriers to the implementation of this housing and support program. The most significant step for Plumas County occurred in 2006 with the adoption by the Legislature of AB 1808 (Chapter 75, Statutes of 2006). This legislation changed the cost sharing structure for this program from a 60% County share of the cost to 100% CWS Realignment Fund reimbursement for services and housing support are provided under this program.

Based on this change, in April 2007 Plumas County Department of Social Services submitted a “letter of interest” to the California Department of Social Services and an ensuing County THP-Plus Plan to fund two slots for transitional housing for young adults ages 18-24 who have emancipated out of the foster care system. Our request was approved.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective July 1, 2025; not to exceed $58,416.00; (No General Fund Impact) Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds.

Attachments:

1. 5391 FINAL

County of Plumas

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and **Environmental Alternatives** ("Provider"). a California non-profit corporation.

1. **Services Provided by Provider.** This Agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus).** The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.

2. **Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".

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

4. **Termination.** Subject to a thirty-day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.

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. **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.

7. **Facilities, Equipment and Other Materials and Obligations of County**. Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:

    a. Provide program consultation and technical assistance to Provider.

    b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.

    c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.

    d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

    e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.

    f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.

8. **Drug-Free Work Place.** Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

9. **Records.** Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

10. **Independent Contractor.** The parties understand and agree that Provider is an independent Contractor and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent contractor of Provider shall become an employee or agent of County for any purpose.

11. **Licenses and Permits**. Provider 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 Provider to practice its profession and to perform its duties and obligations under this Agreement. Provider represents and warrants to County that Provider 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 Provider or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. **Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.

13. **Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

14. **Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.

15. **Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Laura Atkins, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to “Provider”:

Melody King, Asst. Executive Director
Environmental Alternatives
PO Box 3940
Quincy, CA 95971
(530) 283-3330

16. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
17. **Severability**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable

frustrate the purpose of this Agreement or render it meaningless, the agreement shall be deemed cancelled.

18. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

Attachment A- Services

Attachment B- Payment

Attachment C- Additional

Attachment D- General Provisions

Attachment E- Business Associate Agreement

EXECUTION

CONTRACTOR:

Environmental Alternatives, a California non-profit corporation

By:_____
Name: Melody King
Title: Chief Executive Officer
Date signed:_____

By:_____
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed: _____

COUNTY:

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

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.

2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted ILP provider.

3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.

4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.

5. County shall periodically inspect housing units used by the program.

6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.

7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.

8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.

2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.

3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.

4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.

5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.

6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.

7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.

8. Provider shall provide access to on call mental health services.

9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.

10. Provider shall assure youth receives medical and dental care.

11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.

12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.

13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.

14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.

15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.

16. Provider shall provide apartment furnishings, directly or through a stipend.

17. Provider shall provide youth assistance in finding and maintaining affordable housing.

18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.

19. Provider shall provide an emancipation fund for each youth into which $100.00 per month will be deposited.

20. Provider shall provide assistance with security deposits and moving assistance.

21. Provider shall provide transportation assistance.

22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.

23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.

24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.

25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.

2. Within 12 months, 100% of participating youth will be employed.

3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.

4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.

5. Within 12 months, 50% of participating youth will have retained their housing.

6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.

2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.

3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.

4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.

2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.

3. Provider shall respect and keep confidential information about the participants and their families.

4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.

5. Provider shall comply with any findings or recommendations of State or Federal audits and reviews.

END OF ATTACHMENT A

ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

B.1. County shall pay to Provider for services described in Attachment A as follows:

B.1.1 The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.

B.1.2 County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.

B.1.3 Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.

B.1.4 County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.5 County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP-Plus	Per Month/ Per Youth	24 @ $2,434.00 per unit	$58,416.00

Maximum Contract Amount: 12 Months
**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This Agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, Provider shall be: an independent Contractor and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an independent Contractor, the following shall apply:

D.1.1 Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.

D.1.2 Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.

D.1.3 Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

D.1.5 Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

D.1.6 Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

D.1.7 County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.

D.1.8 Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Contractor and not as an employee of County.

D.1.9 Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.

D.2 PERS ELIGIBILITY INDEMNITY. In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

D.3 LICENSES, PERMITS, ETC. Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.

D.4 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.5 TIME. Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.6 INSURANCE.

D.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional insured (hereinafter referred to as the insurance). The insurance shall contain the following coverages:

D.6.1.1 Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.

D.6.1.2 During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

D.6.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.6.1.4 Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.6.2 The limits of insurance herein shall not limit the liability of the Provider hereunder.

D.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.6.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.

D.6.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

The amount of any deductible payable by the insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

D.6.6 Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Laura Atkins, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

D.6.7 Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may; but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.

D.6.8 County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

D.6.9 Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.7 INDEMNITY. Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

D.8 PROVIDER NOT AGENT. Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

D.9 ASSIGNMENT PROHIBITED. Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.10 PERSONNEL. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.

D.11 STANDARD OF PERFORMANCE. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatsoever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.

D.12 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by County with Section 107.6 of the *California Revenue and Taxation Code,* this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.13 TAXES. Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.

D.14 TERMINATION. County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.14.1 Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.14.2 County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

D.14.3 Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.

D.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.

D.16 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.20 MINOR AUDITOR REVISION. In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.21 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.22 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.22.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.22.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.23 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.24 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.25 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.26 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.27 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.28 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.29 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.

D.30 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.31 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.

D.32 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.33 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.34 CORPORATE AUTHORITY. If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statues, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Laura Atkins, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Tim Wilkinson
Environmental Alternatives
PO Box 3940
Quincy, CA 95971

END OF ATTACHMENT D

ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective July 1, 2025 by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", ENVIRONMENTAL ALTERNATIVES, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and

B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and ENVIRONMENTAL ALTERNATIVES dated," JULY 1, 2025 and is here referred to as the "Arrangement Agreement"); and

D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

   1.1 Business Associate. Business Associate shall mean ENVIRONMENTAL ALTERNATIVES.

1.2 Covered Entity. Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).

1.3 Designated Record Set. Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.

1.4 Individual. Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

1.5 Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.

1.6 Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. Required by law shall have the same meaning as the term required by law in Section 164.501.

1.8 Secretary. Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.

2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified the Arrangement Agreement provided that such use of disclosure would not violate the Privacy Rule if done by Covered Entity.

4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

5. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. **Term and Termination:**

6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 Effect of Termination.

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous:

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.

7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement in offering Staff Training and Credentialing Courses to other community members effective April 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement for Staff Training and Credentialing Courses to other community members effective April 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.

Background and Discussion:

The California Mental Health Services Authority is offering training and certification courses to other community members as needed. Courses will be available online, and examples of potential training and certifications include substance use, mental health, law and ethics, 5150, and care coordination.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement for Training and Credentialing Courses for other community members effective April 1, 2025; not to exceed $10,000.00; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact, State and Federal funding

Attachments:

1. 0774_001

12592-PLC-WORK-25_27
Training and Credentialing Courses
Plumas County
March 18, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
TRAINING AND CREDENTIALING COURSES PROGRAM

COVER SHEET

Plumas County ("Participant") desires to participate in the Training and Credentialing Courses Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement'). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on April 1, 2025 through June 30, 2027 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description, Requirements, Restrictions
Exhibit B	General Terms and Conditions
Attachment A	Order Form Template

1. **Summary of Program**: CalMHSA is offering the following Program to Counties:
   This program was created to provide Training and Certification courses to Participant's staff as needed. Depending on the type of course- training and certifications will be made available via a virtual meeting platform or recorded online at CalMHSA's Learning Management System. Examples of potential trainings and certifications include substance use, mental health, law and ethics, 5150, and care coordination.

2. **Funding**: The Program requires the following funding and payments:
   Participant will submit an Order Form to CalMHSA on a monthly basis at accountsreceivable@calmhsa.org using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

3. The maximum amount payable under this Agreement is not to exceed $10,000.

*County confirms that aside from the above, there are no other funding restrictions.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant: PLUMAS COUNTY

Signed: _____ Name (Printed): Kevin Goss

Title: Board of Supervisors Date: _____

Signed: _____ Name (Printed): Allen Hiskey

Title Board Clerk Date: _____

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

Title: Director of Behavioral Health Date: 04/09/2025

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Participation Agreement
EXHIBIT A – Detailed Program Description, Obligations, Restrictions

1. **Program Description:**

   The Training and Credentialing Courses Program allows Counties to pay for training and certification courses as they become available through CalMHSA.

2. **Obligations:**

   CalMHSA shall:

   - Establish connection between Participant and potential vendors as needed;
   - Manage payments and invoicing as set forth in Section V. Fiscal Provisions;
   - Alert the Participant of potential courses either via an email to a designated County liaison, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System. Participant will register for the courses via a registration link provided by CalMHSA either directly via email, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System.

   Participant shall:

   - Complete timely submission of monthly work orders;
   - Register for trainings or courses via the available registration link provided by CalMHSA.

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this 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. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Provide the Program as described in the Agreement;
2. Act as the Fiscal and Administrative agent for the Program.
3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
4. Provide regular fiscal reports 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. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.

3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.

4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.

5. Provide feedback on Program performance.

6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.

B. Member Cost Sharing. The withdrawal 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 share of unavoidable expenses and liabilities arising during their participation period.

C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions.

A. Funding required from Participant will not exceed **$10,000** during the project period.

B. Rates for Services –

Training Type	Rate
Training and Certification	Not to Exceed $10,000 over the project period

C. Payment Method.

Participant will submit an Order Form to CalMHSA on a monthly basis at accountsreceivable@calmhsa.org using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Administrative Fee.

Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

VI. Indemnification

A. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

B. **No Responsibility for Mental Health Services**. 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.

Participation Agreement
Attachment A – Training Program Order Form

[ORDER FORM #]
[DATE]

PARTICIPANT:

PAYMENT MADE TO:
California Mental Health Services Authority
1610 Arden Way, STE 175
Sacramento, CA 95815

Training Program Order Form				
Registrant Name	**Date of Course**	**Training Course**	**Rate**	**Total**
Jane Doe	*7/1/25*	*3-Hour 5150 Training*	*$130*	*$130*
Total Cost of Courses				*$130.00*
Total				***$130***

Authorized Signatory:

Name: _____

Date: _____

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SierraVista Hospital for behavioral and psychiatric disorders and chemical dependency, effective July 1, 2025, not to exceed $100,000.00; (No General Fund Impact); State and Federal funding sources; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SierraVista Hospital for behavioral and psychiatric disorders and chemical dependency, effective July 1, 2025, not to exceed $100,000.00; (No General Fund Impact); State and Federal funding sources; approved as to form by County Counsel.

Background and Discussion:
Sierra Vista Hospital offers inpatient and outpatient adult treatment programs and also treats adolescents ages 13-17 who have acute behavioral health disorders or dual diagnosis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SierraVista Hospital for behavioral and psychiatric disorders and chemical dependency, effective July 1, 2025, not to exceed $100,000.00;

Fiscal Impact:

(No General Fund Impact) State and Federal funding.

Attachments:
1. 5340 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and BHC Sierra Vista Inc, dba Sierra Vista Hospital (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 $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 July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.

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

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

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

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

limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

9. Indemnification. 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, 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.

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:
Yannis Angouras, Chief Executive Officer
8001 Bruceville Road
Sacramento, CA 95823

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

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

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive

orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

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

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

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

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

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

the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

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

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

CONTRACTOR:

BHC Sierra Vista Inc, dba Sierra Vista Hospital

By:_____
Name: Yannis Angouras
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Karmapal Singh
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:

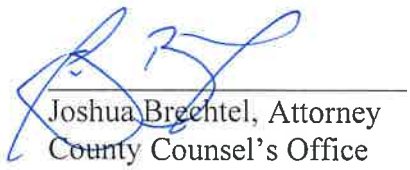
APPROVED AS TO CONTENT:

_____
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 BHC Sierra Vista Hospital Inc., referred to herein as Business Associate ("BA"), dated July 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter 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: Yannis Angouras
Title: Behavioral Health Director	Title: Chief Executive Officer
Address: 270 County Hospital Road, Suite 109 Quincy, California 95971	Address: 8001 Bruceville Road Sacramento, CA 95823
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Three Unique Programs

Our inpatient programs are typically divided into one of three categories to help target your treatment to cover your specific issues. These categories are:

Behavioral Health Care – Our behavioral health program is designed to stabilize our patients' behavioral and psychiatric disorders. This is accomplished through therapy, nursing care, and medication, when appropriate.

Alcohol Detox – When suffering from addiction, it is necessary to undergo detox before other therapies. This process is monitored by medical staff to help overcome the symptoms of withdrawal.

Dual Diagnosis Treatment – This program is designed to treat co-occurring addiction and behavioral health issues. We will help you overcome your addiction while also providing psychiatric or depression treatment for behavioral problems.

Adult Treatment Programs are for adults, age 18 and older, who suffer an acute behavioral health disorder, chemical dependency, or dual diagnosis (co-occurring disorders). Every patient's treatment plan is individualized to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse. Some issues we treat include:

- Depression
- Anxiety
- Bipolar Disorder
- Addiction

Inpatient Treatment: Our inpatient program is designed for those who need 24-hour care and psychiatric medication management. The treatment is generally short-term, lasting until the patient can be safely discharged or transitioned to a less intensive care level.

Outpatient Treatment: Ideal for those further along in the recovery process, our outpatient program allows patients to continue getting the care they need while maintaining a home life. Outpatient treatment includes group therapy, family meetings, and individual therapy as needed, among other components.

Women's Program: Separate from our general inpatient population, our women's program is designed for women facing trauma-related issues and certain behavioral health disorders. We emphasize safety and confidentiality. The women's program at Sierra Vista Hospital is designed as a safe haven for women in inpatient treatment for a behavioral health disorder or trauma-related issue. Set in a female-only unit apart from the general inpatient population, the program emphasizes an environment of safety and comfort for women staying at the hospital.

Admission into the program is determined by a confidential assessment and requires a physician's order. A person who is not considered to be in immediate crisis may be safely treated through outpatient services.

Women's Program Focuses

- Boundaries
- Safety
- Assertiveness
- Healthy relationships
- Communications

Adolescent Program

The adolescent treatment programs at Sierra Vista Hospital help adolescents, ages 13 to 17, who have an acute behavioral health disorder or dual diagnosis (co-occurring chemical dependency and behavioral health disorders). Each patient receives an individualized treatment plan to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse.

Encouraged Positive Behaviors

- Goal setting
- Trust
- Accountability
- Problem solving
- Positive thinking
- Positive peer relationships
- Respect for authority
- Expression of feelings
- Impulse control and delayed gratification
- Expression of feelings (regarding self and others)
- Conflict resolution

Admissions Criteria

- Danger to self or others
- Mood disorders such as major depression
- Impulsive outbursts
- Acting out
- Alcohol abuse
- Psychosis

Therapies Involved in Treatment

- Process groups
- Individual and family meetings
- Recreational therapy
- Chemical dependency

- Anger and aggression management
- Education and social skills
- Medication management and education
- Aftercare planning development

Dual Diagnosis

Sierra Vista Hospital offers adolescent dual diagnosis treatment for patients between the ages of 13 and 17. This inpatient program is designed to help adolescents who have a primary psychiatric condition as well as a history of substance abuse or addictive behavior.

A major component of the program is voluntary meetings with sober-support groups such as Alcoholics Anonymous and Narcotics Anonymous. There are also optional meetings with groups focused on increased chemical dependency and addictive behaviors.

Addictive Behaviors Addressed

- Substance abuse
- Compulsive shopping
- Gambling
- Food
- Sex

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EXHIBIT B - FEE SCHEDULE

Room and Board Private Psychiatric	**$979.00**
Room and Board Semi-Private Psychiatric	**$1324.00**
Room and Board Ward Psychiatric	**$523.00**
Intensive Care	**$1023.00**

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 agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health and substance abuse treatment services to adults and adolescents; effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health and substance abuse treatment services to adults and adolescents; effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact)State and Federal funding; approved as to form by County Counsel

Background and Discussion:

Heritage Oaks Hospital is an acute psychiatric hospital for mental health services, providing inpatient and outpatient acute psychiatric and co-occurring mental health and substance abuse (Dual Diagnosis) treatment services to adolescents, adults and senior adults.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health and substance abuse treatment services to adults and adolescents; effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact)State and Federal funding; approved as to form by County Counsel

Fiscal Impact:

(No General Fund Impact) State and Federal funding

Attachments:
1. 5341 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and BHC Heritage Oaks Hospital, Inc (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 $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 July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.

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

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

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

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

limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

9. Indemnification. 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, 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.

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:
Krystin Sommer
Chief Executive Officer
4250 Auburn Boulevard
Sacramento, CA 95841

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

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

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

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

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

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

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

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

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

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

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

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

CONTRACTOR:
BHC Heritage Hospital, Inc.

By:_____
Name: Krystin Sommer
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Robinson Chyou
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 BHC Heritage Oaks Hospital, Inc., referred to herein as Business Associate ("BA"), dated July 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter 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: Krystin Sommer
Title: Behavioral Health Director	Title: Chief Executive Officer
Address: 270 County Hospital Road, Suite 109 Quincy, California 95971	Address: 4250 Auburn Blvd Sacramento, CA 95841
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Programs & Services

Heritage Oaks Hospital is an acute psychiatric hospital for mental health services, providing inpatient and outpatient acute psychiatric and co-occurring mental health and substance abuse (Dual Diagnosis) treatment services to adolescents, adults and senior adults.

Inpatient Services

The goal of inpatient programs is to effectively treat teens, adults and senior adult suffering from acute psychiatric and /or addiction issues.
The acute inpatient program will provide an initial assessment, diagnosis and rapid stabilization of acute psychiatric and co-occurring disorders followed by a smooth transition to less intensive, appropriate levels of follow-up care and support.

Dual Diagnosis

Heritage Oaks takes a multidisciplinary approach to treating individuals with co-occurring psychiatric disorders and chemical dependency. Dual diagnosis services include inpatient care, partial hospitalization and outpatient programs.

Outpatient Services

Heritage Oaks provides outpatient programs incorporate a range of services to adolescents, adults and seniors, tailored to help each patient achieve their treatment goals.

Adolescent Treatment Services

Heritage Oaks provides inpatient care to teens, ages 13-17. Services begin with an initial assessment, diagnosis and rapid stabilization of acute psychiatric and / or substance abuse problems, followed by a smooth transition to less intensive, appropriate levels of follow up care and support for the teen.

Adult Treatment Services

Heritage Oaks provides acute inpatient and outpatient psychiatric services and dual diagnosis services to adults ages 18 and older suffering from mental health disorders and/or mental health disorders coupled with substance abuse problems.

Senior Adult Treatment Services

Heritage Oaks offers a full continuum of inpatient and outpatient psychiatric care for seniors age 62 and over. A comprehensive program designed to treat the complex psychiatric and substance abuse programs of older adults with primary psychiatric disorders including depression, anxiety, bipolar disorder and schizophrenia.

EXHIBIT B - FEE SCHEDULE

MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES

Room and Board Psychiatric $1324.00

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 agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health that provides inpatient and outpatient psychiatric and addiction treatment. Not to exceed $100,000; effective July 2, 2025; No General Fund Impact, State and Federal funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health that provides inpatient and outpatient psychiatric and addiction treatment. Not to exceed $100,000; effective July 2, 2025; No General Fund Impact, State and Federal funding; approved as to form by County Counsel.

Background and Discussion:
Reno Behavioral Health which provides inpatient and outpatient psychiatric and addiction treatment.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health that provides inpatient and outpatient psychiatric and addiction treatment. Not to exceed $100,000; effective July 2, 2025; No General Fund Impact, State and Federal funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact, State and Federal funding

Attachments:
1. 5266 FINAL (1)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Reno Behavioral Healthcare Hospital, 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 $100,000. 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 shall be from July 1, 2025 through June 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.

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

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

    c. Upon the effective date of termination or in accordance with applicable state law, Contractor shall continue to provide, and be compensated under the terms of this Agreement, for services provided to County beneficiaries who are under the care of Contractor as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility.

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, 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.

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**:**
Don Butterfield, Chief Executive Officer
Reno Behavioral Healthcare Hospital
6940 Sierra Center Pkwy
Reno, Nevada 89511

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 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:

Reno Behavioral Healthcare Hospital, LLC

By:_____
Name: Don Butterfield
Title: Chief Executive 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 of the 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, Reno Behavioral Healthcare Hospital, LLC referred to herein as Business Associate ("BA"), dated July 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate

termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter 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: Don Butterfield
Title: Behavioral Health Director	Title: Chief Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 6940 Sierra Center Pkwy
Quincy, California 95971	Reno, NV 89511
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Reno Behavioral Healthcare Hospital is a 124-bed facility providing comprehensive inpatient and outpatient programs for psychiatric and addiction treatment in a peaceful, therapeutic environment.

Each patient receives an individualized treatment plan to help ensure success. Programs address any underlying trauma that may be the root of the problem. Trauma-Informed Care is embedded in all they do.

Programs include:

- Adult Inpatient Treatment
- Detox and Chemical Dependency
- Adolescent Services
- Partial Hospitalization Program
- Intensive Outpatient Program
- Eating Disorders

SUBSTANCE USE DISORDER & CHEMICAL DEPENDENCY TREATMENT PROGRAMS

Substance use disorder is a progressive illness, and a person's mental health is often an underlying issue. For that reason, Reno Behavioral Healthcare Hospitals' rehabilitation program addresses the multiple challenges that may come with addiction:

- Alcohol and Drug Abuse
- Depression/Mood Swings
- Anxiety
- Urges and Cravings
- Post-Acute Withdrawal Symptoms
- Relapse/Lack of Motivation

Programs are primarily staffed with licensed Alcohol and Drug Counselors with advanced, Master's-level education. Their training provides a strong background in both substance use and underlying mental health issues, which can result in a more rounded treatment experience.

COMPREHENSIVE ADDICTION TREATMENT INCLUDES:

- Individualized treatment and recovery plan for a healthy and sober lifestyle
- Addiction Cycle Education

- Stress Management
- Group Therapy
- Family Therapy
- Coping-Skill Building

ADOLESCENT SERVICES

Inpatient and outpatient treatment for adolescents ages 12-17 with mental health and/or drug/alcohol use issues.
Adolescents are always hospitalized separately from adults. Our Treatment team provides 24-hour monitoring, treatment and stabilization for individuals, who may be struggling with problems with problems such as:

- Anxiety/Panic
- Bipolar/Disorder
- Depression
- Drug/Alcohol use, misuse or unhealthy/harmful use
- Post-Traumatic Stress Disorder
- Psychosis/Schizophrenia
- Suicidal/homicidal thoughts

We create a structured environment that encourages rapid recovery and a return to the community for follow -up care as needed.

ADULT INPATIENT TREATMENT FOR MENTAL HEALTH

General Psychiatric Trauma-Informed Inpatient Program
Reno Behavioral Healthcare Hospital offers a safe, secure and therapeutic environment for adults age 18 and older. Their treatment team provides 24-hour monitoring, psychiatric care and stabilization for patients who suffer from common conditions such as:

- Depression
- Bipolar Disorder
- Psychosis/Schizophrenia
- Anxiety
- Substance-Related Disorders with Psychiatric Symptoms

Treatment services are focused on helping patients develop the necessary coping skills to deal with the issues that led them to hepatization.
The highly structured program includes:

- Group therapy
- Medication management
- Recreation therapy
- Socialization therapy
- Expressive therapy

OUTPATIENT SERVICES

Outpatient Services provide needed treatment without the overnight stay.

Partial Hospitalization Program
Programming is based on highly structured, evidence-based treatment models offered within a safe and therapeutic environment. Monday-Friday, two to four weeks

Intensive Outpatient Program
Substance Use Disorder. Highly structured and includes group therapy as well as medication management if required.

Benefits of Outpatient Services

- Alternative to inpatient hospitalization
- A step-down program from inpatient care
- Tools for identifying and coping with triggers
- Comprehensive evaluation and individualized wellness and recovery treatment plan
- Medication consultation and management
- Evidence-based Treatment
- Intensive Group Therapy, Cognitive Behavioral Therapy, Illness Management Recovery
- Aftercare referrals

EXHIBIT B - FEE SCHEDULE

Adult Daily Rate $ 1,512.00
Older Adult Rate $ 1,538.00
Child/Adolescent $ 1,630.00

INVOICING AND PAYMENT:

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

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

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

D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased

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

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Quality Measures and Performance Improvement Program for direct support in meeting Healthcare Effectiveness Data and Information Set reporting requirements. Effective upon execution, not to exceed $14,400.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Quality Measures and Performance Improvement Program for direct support in meeting Healthcare Effectiveness Data and Information Set reporting requirements. Effective upon execution, not to exceed $14,400.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

The Department of Health Care Services has had to fast-track a lot of new mandates and programming requirements that were put on hold during the time of the national pandemic. CALAIM implementation was one of them, BHQIP was another, BH Connect is in full swing, as well as an increased focus on Quality Improvement framework that requires extensive data tracking, calculations and reporting. Many of these requirements require high-level technical resources that most counties do not have access to, and it's even more difficult for small counties with even more limited resources and data analyst staff. Unfortunately, not meeting these requirements can result in various sanctions that could cripple most BH plans. CALMHSA, as an advocacy group and ally to BHPs has on occasion developed internal teams to then support counties throughout the process.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Quality Measures and Performance Improvement Program for direct support in meeting Healthcare Effectiveness Data and Information Set reporting requirements. Effective upon execution, not to exceed $14,400.00

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. 5219 FINAL (1)

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
QUALTIY MEASURES AND PERFORMANCE IMPROVEMENT PROGRAM
Fiscal Year 24-25

COVER SHEET

Plumas County ("Participant") desires to participate in the Quality Measures and Performance Improvement Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement'). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective upon execution through December 31, 2025 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description, Requirements, Restrictions
Exhibit B	General Terms and Conditions
Exhibit C	Executed 2022 JPA-BAA

1. **Summary of Program**: CalMHSA is offering the following Program to Counties:

The Quality Measures and Performance Improvement Program ("Program") will support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2024.

2. **Funding**: The Program requires the following funding and payments:

   Participant will pay a fixed fee for Services delivered in the total amount of $14,400 CalMHSA will invoice Participant directly for the Services. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services.

3. The maximum amount payable under this Agreement is not to exceed $14,400.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant: PLUMAS COUNTY

Signed: _____ Name (Printed): Kevin Goss

Title: Chair, Board of Supervisors Date: _____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Name (Printed): Joshua Brechtel

Date: 4/16/2025

Signed: _____

Name (Printed): Sharon Sousa

Title: Director of Behavioral Health

Date: _____

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:
The Quality Measures and Performance Improvement Program (Program) will support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2024. CalMHSA will utilize data provided by the Participants to calculate the five required Mental Health Plan (MHP) measures and produce one annual report to help Participants target interventions. Participant data will include Monthly Medi-Cal Eligibility Files ("MMEF"), County 837 claims, and data contained in the DHCS Plan Data Feed files, including, Managed Care Plan ("MCP") claims data, pharmacy claims, additional county Mental Health Plan ("MHP") claims data, and Fee for Service (FFS) claims. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay. In keeping with HIPAA and National Committee of Quality Assurance ("NCQA") HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after Agreement execution. All data will be destroyed after it has been retained for six years. CalMHSA will utilize the NCQA proprietary measure specifications to inform the analysis and will provide Participants with the results of the analysis of performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review Organization (CalEQRO) if requested by Participant. Additionally, CalMHSA will host webinars to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

Services to be completed:

CalMHSA shall:

- Analyze HEDIS measures results based on NCQA MY 2024 specifications using data provided by the Participant.
    - MHP Measures:
        - Follow-Up After Emergency Department for Mental Illness (FUM)
        - Follow-Up After Hospitalization for Mental Illness (FUH)
        - Antidepressant Medication Management (AMM)
        - Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP)
        - Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)
- Provide one annual report to participants with aggregated measure results. The report will include descriptive analyses, including stratifications by demographic data, to help counties target interventions.
- Accept required data files from Participant via secure file transfer.
- For Participants Utilizing SmartCare:
    - Extract relevant MMEF and MHP services and/or 837 claims data from SmartCare EHR.

Participant shall:

- Provide required data for HEDIS analysis as described in the table below.

- Submit files in the table below without a nested folder structure. For 837 data, one folder can include many data files, but one folder should not contain multiple sub-folders.
- Grant CalMHSA the right to use, any MY 2024 data provided or generated, for the purpose of improving CalMHSA's products and services, in compliance with applicable laws and regulations regarding data protection and privacy as it pertains to this Agreement's scope of work.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 1				
	Data Description	**Data Source**	**File Example**	**Date Range**
1	MHP Service Claims	837 claims files	DMH-##-837P-03302024-161.dat	837 claims files containing services from January 1, 2023 through December 31, 2024
2	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202412.CNTY##.zip (includes CDL.MC & CDL.PC files)	Plan Data Feed files containing services from January 1, 2023 through December 31, 2024
3	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT	Eligibility files covering the months of January 2023 to December 2024
	## is for the county id number			

*Participant and CalMHSA may mutually agree to alternative data sources that can be used if the above are not available, (e.g) Custom EHR files with required fields or 837 files received from MCP(s).

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.
- Client level and/or event level data will not be provided to the participant under this Agreement.

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this 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. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. 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.

D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.

E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

F. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Provide the Program as described in the Agreement;
2. Act as the Fiscal and Administrative agent for the Program.
3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
4. Provide regular fiscal reports 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. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.

B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.

C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions. Participant will pay a fixed fee for Services delivered in the total amount of $14,400 CalMHSA will invoice Participant directly for the Services. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services. Funding is not to exceed $14,400 over the course of the Program Term.

Deliverable	Cost
MHP HEDIS Measures Analysis	$14,400

VI. Indemnification

A. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

B. No Responsibility for Mental Health Services. 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.

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EXHIBIT C

Agreement No.: 1194-BAA-2022-PLC
Plumas County
March 11, 2022

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Plumas County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other PII, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

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1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45

1.8 C.F.R. § 164.501."Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502(b).

1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business

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Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

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2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de- identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which

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Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **County number** 530-283-6307 that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Privacy Officer Name**, Jessica McGill
County, Department Plumas County Behavioral Health
Address 270 County Hospital Road #109 Quincy, CA 95971
Email JMcGill@pcbh.services
that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

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(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

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6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide

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the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

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10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential

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harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. DHCS REQUIREMENTS.

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on **Exhibit A** and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

15. INDEMNIFICATION

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16. OBLIGATIONS OF COVERED ENTITY

16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or

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limit its own Uses and Disclosures accordingly.

16.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

17.1 Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.

17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

18. TERMINATION FOR CAUSE

18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non- breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

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19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

19.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its

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detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21. MISCELLANEOUS PROVISIONS

21.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

21.2 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.

21.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

21.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.

21.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

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Agreement No.: 1194-BAA-2022-PLC
Plumas County
March 11, 2022

This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

AUTHORIZED SIGNORS:

PLUMAS COUNTY

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

Title: Interim Director Date:

Address: 270 County Hospital Road #109 Quincy, CA 95971

Phone: 530-283-6307 Email: SSousa@pcbh.services

Signed: Name (Printed): Kevin Goss

Title: Chair, Board of Supervisors Date: 6/14/2022

Attest: Heidi White, Clerk of the Board: Date: 6.14.22

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: Dr. Amie Miller Name (Printed): Amie Miller, Psy.D., MFT
45351085C7E34BA...

Title: Executive Director Date: 7/25/2022

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

Approved as to form:

Joshua Brechtel
Deputy County Counsel I

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kyle Hardee, Administrative Services Officer**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant one (1) FT BH Case Management Specialist II or Sr.; vacancy due to retirement; (No General Fund Impact) State and Federal Funds.**

Recommendation:
Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant one (1) FT BH Case Management Specialist II or Sr.; vacancy due to retirement; (No General Fund Impact) State and Federal Funds.

Background and Discussion:
This request is due to retirement.

Action:

Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant one (1) FT BH Case Management Specialist II or Sr.; vacancy due to retirement; (No General Fund Impact) State and Federal Funds.

Fiscal Impact:

No General Fund Impact, State and Federal Funds.

Attachments:
1. REVISED CRITICAL STAFFING QUESTIONS CM II 4-22-25
2. PCBH Org Chart 4-22-25
3. BH Case Mgmt II
4. BH Case Mgmt Sr

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- **Is there a legitimate business, statutory or financial justification to fill the position?** Yes, the Behavioral Health Case Management Specialist II is a legitimate position.

- **Why is it critical that this position be filled at this time?** Without Case Management Specialist II, delivery of services to the at-risk population will be severely delayed. In addition, there will be a reduction in billable services, leading to less revenue for the department.

- **How long has the position been vacant?** This position became vacant March 21, 2025, due to retirement

- **Can the department use other wages until the next budget cycle?** This position is already funded through the 2024-2025 budget year.

- **What are staffing levels at other counties for similar departments and/or positions?** The same or greater.

- **What core function will be impacted without filling the position prior to July 1?** Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues.

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?** The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.

- **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?** 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?** There is no fiscal impact on the general fund.

- **Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?** Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

Plumas County Behavioral Health Department

Organizational Chart
April 2025

Behavioral Health Director
Sharon Sousa

Administrative Services Officer
Kyle Hardee

Management Analyst
Che Shannon

AOD Program Administrator
Gary Sanderson

Department Fiscal Officer
Lisa Beck

Support Services Technician
Daniel Herzog

Support Services Technician
VACANT

Unit Supervisor - Nursing
Eliza Fletcher

BH LVN
VACANT

BH LVN
VACANT

BH QA/QI Manager
Jessica McGill

BH Sytems Analyst
Sam Schopplein

BH Sytems Analyst
Avery Pound

Information Systems Technician
Jay Hemphill

Information Systems Technician-Extra Help
Jacob Griggs

BH Case Management Specialist I/II/III
Anne Nielson

Administrative Assistant I/II
Nancy Walker

Office Supervisor
MaryLou Stokes

Clinical Records Specialist
Robert McGill

Administrative Assistant I/II
Amy Miller

MHSA Coordinator
Kristy Pierson

BH Supervising Site Coordinator
Heidi Clement

BH Site Coordinator
Rebecca Garrett

BH Site Coordinator
VACANT

BH Site Coordinator
VACANT

Unit Supervisor
Kathy Schwartz

BH Therapist I/II
Matt Ward

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH SUD Counselor I/II
Jeff Achilles

BH SUD Counselor I/II
Charles Abernathybettis

BH Case Management Specialist I/II/III
Rich Johnston

BH Case Management Specialist I/II/III
James Burkhalter

BH Case Management Specialist I/II/III
Christina Caires

BH Case Management Specialist I/II/III
Madeline Bullion

BH Case Management Specialist I/II/III
Ray Stivers

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

Unit Supervisor
VACANT
Supervised by Director while Vacant

BH Therapist I/II
Kegan Hood

BH Therapist I/II
Juanita LaMattina

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Case Management Specialist I/II/III
Malia Armitage

BH Case Management Specialist I/II/III
Sarah Hasse

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

Continuing Care Coordinator
VACANT

FY24/25 Allocated and Funded Positions -50
Vacant Positions - 18

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II

DEFINITION

Under direct clinical supervision of a licensed professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the mid-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist I classification in that incumbents have advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist I. Incumbents a provide a range of services such as treatment plan adherence, evaluation, plan development, emergency intervention, placement services, assistance in daily living, access to health services, and client health and wellness advocacy.

REPORTS TO

Behavioral Health Unit Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 2

EXAMPLES OF DUTIES

- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 3

EXAMPLES OF DUTIES - CONTINUED

- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Under the supervision of a licensed clinician, participates or assists with the following activities:
    - Intakes and Assessments
    - Treatment Planning
    - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and techniques of case management interventions.
- Psychological and sociological aspects and characteristics of mentally and emotionally disturbed individuals.
- The needs, problems and attitudes of mentally or emotionally disturbed individuals; community resources and available rehabilitative services relevant to the needs of the client.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 4

Knowledge of - continued

- Various activities useful in the treatment and rehabilitation of behavioral health clients.
- Recreational activities.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer Skills

Ability to:

- Develop and maintain the confidence and cooperation of mentally and emotionally disturbed clients, their families and other significant care providers
- Analyze situations accurately, make decisions and take effective action
- Speak and write in a clear and accurate manner
- Work with socially or economically disadvantaged individuals.
- Coordinates or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 5

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least two (2) of which were at the level of Behavioral Health Case Management Specialist I;

OR

Associate's Degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field.

SPECIAL REQUIREMENTS

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

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

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR

DEFINITION

Under direct clinical supervision of a licensed clinical professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, with primary responsibilities as an outpatient substance abuse use counselor in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist II classification in that incumbents are certified as an alcohol and other drug counselor with one of the State-approved certifying bodies in addition to having advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist II. Incumbents provide direct services to adults, children, individuals, families and groups, including working with the collaborative drug court team and participants. Services include assessments, crisis intervention, counseling, case management, referrals, treatment plan adherence, evaluation, plan development, placement services, assistance in daily living, access to health services, client health and wellness advocacy, and documentation in electronic health records.

REPORTS TO

Supervising Behavioral Health Specialist; Mental Health Clinical Specialist; Behavioral Health Clinical Specialist; Division Director – Behavioral Health.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 2

EXAMPLES OF DUTIES

- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- May provide drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.

EXAMPLES OF DUTIES - Continued

- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Exhibits counselor competency.
- Under the supervision of a licensed clinician, participates or assists with the following activities:

    - Substance abuse groups
    - Intakes and Assessments
    - Treatment Planning
    - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Policies, rules, laws and regulations of the Plumas County Behavioral Health Department, Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Psychological and sociological aspects, characteristics, and needs of mentally and emotionally disturbed individuals.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer and time management skills.

Ability to:

- Analyze drug/alcohol abuse related emotional/behavioral disorders and carry out effective treatment plans.
- Perform group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and maintain the confidence and cooperation of substance abuse and mentally and emotionally disturbed clients, their families and other significant care providers.
- Analyze situations accurately, make decisions and take effective action.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Communicate effectively, both orally and in writing.
- Prepare clear, relevant and accurate reports.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 5

TRAINING AND EXPERIENCE

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

SPECIAL REQUIREMENTS

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

Must possess or be willing to obtain a national provider identifier (NPI).

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

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

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **May 6, 2025**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center serving those with difficult behavioral challenges, providing a safe and supportive environment to help achieve independent functioning; effective July 1, 2025; not to exceed $500,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center serving those with difficult behavioral challenges, providing a safe and supportive environment to help achieve independent functioning; effective July 1, 2025; not to exceed $500,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

Willow Glen Care Center operates 24-hour residential facilities throughout Northern California designed to serve multiple levels of care for adults and the elderly. The Community Care Licensing Division of the California Department of Social Services licenses the facilities. Each center specializes in serving people with difficult behavioral problems, monitoring psychotropic medications, and providing a safe and supportive environment to help residents achieve their highest level of independent functioning. Willow Glen Care Center works with the county mental health continuum of care to provide coordinated residential care and specialized programs in a safe and supportive environment.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center serving those with difficult behavioral challenges, providing a safe and supportive environment to help achieve independent functioning; effective July 1, 2025; not to exceed $500,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal funds

Attachments:

1. 5460 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Willow Glen Care Center, a non-profit Corp. (hereinafter referred to as "Contractor").

The parties agree as follows:

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

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 Five hundred thousand dollars ($500,000). 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 shall be from July 1, 2025, through June 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.

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

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

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

the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

9. Indemnification. 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, 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.

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**:**
Jeff Payne
Chief Executive Director
Willow Glen Care Center
1547 Plumas Ct
Yuba City, CA 95991

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 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:

Willow Glen Care Center, a non-profit Corp.

By:_____
Name: Jeff Payne
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Arne Hyson
Title: Secretary
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 of the 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 Willow Glen Care Center Corporation, referred to herein as Business Associate ("BA"), dated July 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate

termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter 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	Name: Jeff Payne
Title: Behavioral Health Director	Title: Chief Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 1547 Plumas Ct.
Quincy, California 95971	Yuba City, CA 95991
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Mental illness is particularly devastating because people with a psychiatric disability are often left profoundly disconnected from themselves, others, their community or their own sense of purpose and meaning. Stigmatization of those with mental illness further compounds the sense of alienation because it presents a barrier to rebuilding connections with themselves, others and their community.

Willow Glen Care Center operates 24-hour residential facilities locations throughout Northern California designed to serve multiple levels of care for adults and the elderly adults.
The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. Each center specializes in serving people with difficult behavioural problems, monitoring psychotropic medications and providing a safe and supportive environment to help residents achieve their highest level of independent functioning. Willow Glen Care Center works with county mental health continuum of care to provide coordinated residential care and specialized programs in a safe and supportive environment.

The program will assist the client in authoring a strength-based Personal Recovery Plan that focuses on:

•Personal acceptance of the mental health condition

•Building on the existing strengths of each individual

•Teaching new skills to maintain individual wellness and recovery

•Facilitating self-reliance, self advocacy and empowerment

•Supporting the client's sense of autonomy and hope

•Facilitating the client's reintegration into the community

•Supporting the integrity of each person's journey

Through the wellness and recovery process, individuals will rebuild and further develop important personal, social, community, spiritual and environmental connections through personal empowerment. Recovery is a process of adjusting attitudes, beliefs, perceptions and goals in life; it a process of self-discovery and transformation. It is the goal of the program to provide the education, support and opportunity for each client to improve their sense of self-reliance, autonomy, empowerment and hope.

EXHIBIT B – FEE SCHEDULE

Willow Glen/Rosewood Rates – Low level patient care

Number Clients	Rate
0-69 clients	$257.00
70-84 clients	$247.00
85-100 clients	$222.00

Lighthouse- Eureka, CA
Rate $220.00 a day

Trinity Pines – Individual Living
Rate $ 248.00 a day

Redwood Creek Rates- Individual Living

	Number Clients	
Rate	0-6 clients	$365.00
	7-9 clients	$340.00
	10-12 clients	$270.00
	13-16 clients	$225.00

Sequoia Psychiatric Treatment Center– Irreversibly Medically Diseased

Rate
$435.00

Cedar Grove - Mental Health Rehabilitation Center

Number Clients	Rate
0-30 clients	$410.00
31-35 clients	$430.00
36-44 clients	$410.00

Casa Del Rio-Hanford, CA
Rate $210.00

Alpine House- Weaverville, CA
Rate $268.00 a day

Residential Services /Board and Care
Cedar Grove & Sequoia Treatment Center
Rate $850.00 monthly

Crisis Residential Facility
Hyperion-Eureka, CA
Rate $600.00

INVOICING AND PAYMENT:

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

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

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

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

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY

BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

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

FROM: **Roni Towery**

MEETING DATE: **May 6, 2025**

SUBJECT: **Approve and authorize Chair to sign change orders between Plumas County Sheriff's Office and Sun Ridge Systems, Inc for changes to software and services agreement dated August 10, 2023; Change order #1 not to exceed $23,358.00; Change order #2 not to exceed $50.00; (No General Fund Impact) Sheriff's Small and Rural County Law Enforcement Funds (AB-443) dept 70331 account 520411 (software) as budgeted in FY 24/25 budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign change orders between Plumas County Sheriff's Office and Sun Ridge Systems, Inc for changes in scope to software and services agreement dated August 10, 2023; Change order #1 not to exceed $23,358.00; Change order #2 not to exceed $50.00; (No General Fund Impact) Sheriff's Small and Rural County Law Enforcement Funds (AB-443) dept 70331 account 520411 (software) as budgeted in FY 24/25 budget; approved as to form by County Counsel.

Background and Discussion:

The Sheriff's Office is in the process of implementing the new RIMS system. Changes in scope are needed in order to allow for RIMS mobile computer and mobile mapping software for patrol vehicles. Additional change in scope allows for inmate commissary software link.

Action:

Approve and authorize Chair to sign change orders between Plumas County Sheriff's Office and Sun Ridge Systems, Inc for changes in scope to software and services agreement dated August 10, 2023; Change order #1 not to exceed $23,358.00; Change order #2 not to exceed $50.00; (No General Fund Impact) Sheriff's Small and Rural County Law Enforcement Funds (AB-443) dept 70331 account 520411 (software) as budgeted in FY 24/25 budget; approved as to form by County Counsel.

Fiscal Impact:

Approve and authorize Chair to sign contract change order #1 and #2 to agreement between Plumas County Sheriff's Office and Sun Ridge Systems, Inc; (No General Fund Impact) (Sheriff's Small and Rural County Law Enforcement Funds (AB-443) dept 70331 account 520411 (software); approved as to form by County Counsel.

Attachments:

1. Change Order 1 Approved by County Counsel
2. Change Order 2 Approved by County Counsel

Sun Ridge Systems, Inc.

Date: March 6, 2025

To: Jeremy Beatley
Plumas County Sheriff's Office
1400 E Main Street
Quincy, CA 95971

From: Carol Jackson
Director of Implementation
Sun Ridge Systems, Inc.
P.O. Box 5071
El Dorado Hills, CA 95020

Regarding: **Contract Change Order #1** - Reference "Sun Ridge Systems, Inc. Software and Services Agreement" dated August 10, 2023.

Change Order #1 Detail:

This change order **removes** the following item to the scope of the contract and **decreases** the contract amount as follows:

iRIMS Law iOS/Android App Software	$11,000.00
First Year Support and Updates	$ 1,650.00
Contract Decrease:	($12,650.00)

This change order **adds** the following item to the scope of the contract and **increases** the contract amount as follows:

RIMS Mobile Computer and Mobile Mapping Software	$28,000.00
Installation/Setup/4 hrs Onsite Training	$ 3,808.00
Annual Support and Updates – First Year	$ 4,200.00
Contract Increase:	**$36,008.00**

NET Change Order #1 Increase/(Decrease): **$23,358.00**

Change Credit/Payment Adjustments:

Milestone	Invoice/Credit Memo #	Amount
Contract Signing	#7822 - PAID	$120,297.31
Software Installation Complete	TBD	$120,297.31
Training Complete	TBD	$120,297.31
Final Acceptance	TBD	$120,297.31

Sun Ridge Systems, Inc.

Change Order #1	Credit Memo	$12,650.00
Change Order #1	Invoice	$36,008.00

Change Order - Change to Project Schedule:

No changes to schedule that will affect system go live.

This Agreement has been executed by the parties hereto.

Sun Ridge Systems, Inc.

_____
by (Authorized Signature)

President
Title

Carol Gomes Jackson
Typed Name of Signee

_____
by (Authorized Signature)

Chief Financial Officer
Title

Patricia N. Richards
Typed Name of Signee

Plumas County

By:

_____
Name: Kevin Goss
Title: Chair, Board of Supervisors

Date:

CONTINUED ON THE FOLLOWING PAGE

ATTEST:

By:

_____

Name: Allen Hiskey
Title: Clerk of the Board

Date:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Date: March 13, 2025

To: Undersheriff Chad Hermann
Plumas County Sheriff's Office
1400 E Main Street
Quincy, CA 95971

From: Carol Jackson
Director of Implementation
Sun Ridge Systems, Inc.
P.O. Box 5071
El Dorado Hills, CA 95020

Regarding: **Contract Change Order #2** - Reference "Sun Ridge Systems, Inc. Software and Services Agreement" dated August 10, 2023.

Change Order #2 Detail:

This change order **removes** the following item to the scope of the contract and **decreases** the contract amount as follows:

RIMS InCustody NCIC Inmate Phone System Interface	$5,000.00
First Year Support and Updates	$ 750.00
Contract Decrease:	($5,750.00)

This change order **adds** the following item to the scope of the contract and **increases** the contract amount as follows:

RIMS InCustody to Keefe Commissary Link Software	$4,000.00
Installation	$1,200.00
Annual Support and Updates – First Year	$ 600.00
Contract Increase:	**$5,800.00**

NET Change Order #2 Increase/(Decrease): **$ 50.00**

Change Credit/Payment Adjustments:

Milestone	Invoice/Credit Memo #	Amount
Contract Signing	#7822 - PAID	$120,297.31
Software Installation Complete	TBD	$120,297.31
Training Complete	TBD	$120,297.31
Final Acceptance	TBD	$120,297.31

Change Order #1	Credit Memo	$12,650.00
Change Order #1	Invoice	$36,008.00
Change Order #2	Credit Memo	$5,750.00
Change Order #2	Invoice	$5,800.00

Billing Note: All remaining milestone payments will be invoiced per their original amounts. When you receive the Final Acceptance invoice, you will also receive the Credit Memos and invoices in the amounts specified in the Change Orders. You will apply the Credit Memos to your Final Acceptance invoice.

Change Order - Change to Project Schedule:

No changes to schedule that will affect system go live.

This Agreement has been executed by the parties hereto.

Sun Ridge Systems, Inc.

_____	_____
by (Authorized Signature)	by (Authorized Signature)
President	Chief Financial Officer
Title	Title
Carol Gomes Jackson	Patricia N. Richards
Typed Name of Signee	Typed Name of Signee

CONTINUED ON THE FOLLOWING PAGE

Plumas County:

By:

_____
Name: Kevin Goss
Title: Chair, Board of Supervisors

Date:

ATTEST:

By:

_____
Name: Allen Hiskey
Title: Clerk of the Board

Date:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Lake Almanor Towing to provide general automotive and towing services; effective May 1, 2025; not to exceed $20,000.00 ; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Lake Almanor Towing to provide general automotive and towing services; effective May 1, 2025; not to exceed $20,000.00 ; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

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

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Lake Almanor Towing to provide general automotive and towing services; effective May 1, 2025; not to exceed $20,000.00 ; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:
1. Lake Almanor Towing 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 Brian T. Phillips, a sole proprietor, doing business as Lake Almanor Towing (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and 00/100 ($20,000.00).

3. Term. The term of this agreement shall be from May 1, 2025, through April 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Lake Almanor Towing
PO Box 891
Chester, CA 96020
Attention: Brian Phillips

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:

Brian T. Phillips, a sole proprietor, doing business as Lake Almanor Towing

By:_____
Name: Brian T. Phillips
Title: owner
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
Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

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

    a. Towing of vehicles

    b. Sale and installation of new tires

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

EXHIBIT B

Fee Schedule

1. Tires shall be charged at the "net state price".

2. Towing services shall be charged in accordance with the rate sheet attached hereto as Exhibit B-1.

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

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

EXHIBIT B-1

Susanville Towing
P.O. Box 1327
2955 Johnstonville Rd
Susanville, CA 96130
(530) 257-5114 - phone
(530) 257-7185 - fax

Lake Almanor Towing
P.O. Box 891
333 Main St
Chester, CA 96020
(530) 258-3062 - phone
(530) 258-3065- fax

Doyle Towing
P.O. Box 281
436-610 Susan Dr
Doyle, CA 96109
(530) 827-2617 - phone
(530) 827-3618 – fax

As of June 05-01-2024

Class A Tow Rates:
Cars and Trucks 10,000 GVW and under.

Basic Tow Rates:	$200.00
Basic Road Service Rate:	$175.00
Extra Time at Scene: (after 15 minues)	$350.00 Per Hour
Extra Miles: (after 5 miles)	$10.00
Dolly Tow: (extra hourly charge)	$350.00
Drop Drive Line: (extra hourly charge)	$350.00
Recover/Accident/Impound:	$350.00
Storage: (per unit-per day)	$75.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	$175.00

Class B Tow Rates:
Vehicles 10,001-26,000 GVW

Basic Tow Rates: (Minimum 1 hour)	$350.00 Per Hour
Recovery/Accident/Impound:	$400.00 Per Hour
Storage: (per unit-per day)	$75.00
Opening Fee: (Mon-Sat after 5pm-before 8am and Sunday's)	$175.00

Class C Tow Rates:
Vehicles 26,001 + GVW

Basic Tow Rates: (Minimum 1 hour)	$400.00 Per Hour
Recovery/Accident/Impound:	$450.00 Per Hour
Storage: (per unit-per day)	$75.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	$175.00

Servive Trucks:

Basic Service Call: (**Mobile Service**)	$200.00 Per Hour
Pilot Car:	$150.00 Per Hour
Traffic Control:	$175.00 Per Hour
Helpers:	$100.00 Per Hour

Flat Rates Light Duty

Susanville to Reno:	$900.00
Susanville to Redding:	$900.00
Susanville to Chico:	$900.00
Doyle to Reno:	$500.00
Chester to Chico:	$650.00

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service to provide general marine repair services on an as-needed basis; effective May 1, 2025; not to exceed $25,000.00; (No General Fund Impact) as approved in FY24/25 recommended budget 70350 / 520900 (BOAT PATROL / EQUIPMENT MAINTENANCE); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service to provide general marine repair services on an as-needed basis; effective May 1, 2025; not to exceed $25,000.00; (No General Fund Impact) as approved in FY24/25 recommended budget 70350 / 520900 (BOAT PATROL / EQUIPMENT MAINTENANCE); approved as to form by County Counsel.

Background and Discussion:
Contract to provide the Sheriff's Office with general marine repair services on an as-needed basis upon request of the County.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service to provide general marine repair services on an as-needed basis; effective May 1, 2025; not to exceed $25,000.00; (No General Fund Impact) as approved in FY24/25 recommended budget 70350 / 520900 (BOAT PATROL / EQUIPMENT MAINTENANCE); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) as approved in FY24/25 recommended budget 70350 / 520900 (BOAT PATROL / EQUIPMENT MAINTENANCE)

Attachments:
1. Little Norway Marine Service 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 Little Norway Marine Service, a general partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand and No/100 Dollars ($25,000.00).

3. Term. The term of this agreement shall be from May 1, 2025, through April 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 1, 2025 to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Little Norway Marine Service
3718 Big Springs Rd.
Lake Almanor, CA 96137
Attention: Keith Peterson

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:

Little Norway Marine Service, a General Partnership

By:_____
Name: Keith Peterson
Title: General Partner
Date signed:

COUNTY:

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

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

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

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

    a. Tune-up service

    b. Outdrive and sterndrive and replacement

    c. Engine repair and replacement

    d. Fluid changes

    e. Alternator/starter replacement

    f. Battery sales and replacement

    g. Electrical diagnostics and writing

    h. Fuel and exhausts system repair

    i. Power steering repair (pumps/services)

    j. Coolant flush

    k. Heat exchanger replacement

    l. Heads & valves repair and replacement

    m. Driveshaft and axles replacement

    n. Diagnostics, including drivability and mechanical repairs

    o. Scheduled service, maintenance, and repairs as needed

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

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a rate not to exceed $150.00 per hour.

2. All parts shall be provided at fair retail value.

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

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

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and A&P Helicopters to provide a licensed and insured helicopter and pilot for marijuana reconnaissance; effective June 1, 2025; not to exceed $75,000.00; (No General Fund Impact) Grant Funded 70348 / 526300 (DCESP / HELICOPTER AIR OPS); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and A&P Helicopters to provide a licensed and insured helicopter and pilot for marijuana reconnaissance; effective June 1, 2025; not to exceed $75,000.00; (No General Fund Impact) Grant Funded 70348 / 526300 (DCESP / HELICOPTER AIR OPS); approved as to form by County Counsel.

Background and Discussion:
Contract to provide an appropriately licensed and insured helicopter, and licensed and insured pilot for the following services: Marijuana reconnaissance, external and internal removal of personnel, short haul/stabo transportation for certified employees, equipment, contraband, and ground support staff, fuel truck and an appropriately licensed driver as needed.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and A&P Helicopters to provide a licensed and insured helicopter and pilot for marijuana reconnaissance; effective June 1, 2025; not to exceed $75,000.00; (No General Fund Impact) Grant Funded 70348 / 526300 (DCESP / HELICOPTER AIR OPS); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Grant Funded 70348 / 526300 (DCESP / HELICOPTER AIR OPS); approved as to form by County Counsel.

Attachments:
1. A&P Helicopters 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 A&P Helicopters, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy-Five Thousand Dollars ($75,000.00).

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

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

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

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

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA 95971
Attention: Investigations Sgt. Steve Peay

Contractor:

A&P Helicopters, Inc.
PO Box 245
Richvale, CA 95974
Attention: Vickie Compton

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:

A&P Helicopters, Inc.

By:_____
Name: Vickie Compton
Title: CEO
Date signed:

By:_____
Name: Craig Compton
Title: CFO
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
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the county the following, on an as needed basis:

An appropriately licensed and insured helicopter, Hughes 500 (MD 500) and/or Bell 206 B-III Jet Ranger and licensed and insured pilot for the services requested below:

- Marijuana reconnaissance
- External and internal removal of personnel
- Short Haul/Stabo transportation for certified employees, equipment, contraband, and ground support staff (if needed)
- Fuel truck and appropriately licensed driver, as needed

EXHIBIT B

Fee Schedule

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, tachometer time, location, name of person that ordered services, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

See Exhibit B-1 for A&P Helicopter Inc. 2025 Rate Sheet.

EXHIBIT B-1

A & P Helicopters, Inc.
2025 Rate Sheet

Below is a list of our rates for 2025. Helicopters will be billed at the hourly rate listed to the nearest tenth of an hour. Billing starts when the helicopter starts and ends when the helicopter shuts down. There is a 3-hour minimum charge per helicopter per day. Trucks are billed at a daily rate with an associated rate per mile driven. Additional equipment is available for rent at the daily rate listed.

Helicopter Houry Rates				
Make	Model	Passengers	Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	$1,500
Bell	407	5	2,000	$2,550
Bell	UH-1H	0	3,400	$4,050
Bell	205	9	3,800	$4,050
Bell	212S	9	3,800	$4,050

Truck Rates			
Type	Capacity	Mileage	Rate
Fuel	<1200 Gallons	$3/mile	$825/day
Fuel	>1200 Gallons	$4/mile	$1,030/day
Delivery	N/A	$1/mile	$42/hour
Mechanic	N/A	$1/mile	$68/hour

Equipment Rates	
Equipment	Daily
Air Chair	$500
Concrete Bucket	$250
Wire Dolley	$500
Heli-Stringer 3000	$1500
Seed Bucket	$500
Spill Containment	$750

Other Rates	
Item	Rate
Overnight (per employee)	$250/Day
Camera/Lidar Install	$400

Delivery Fee: If a second truck is required to deliver equipment, a delivery fee will be charged at the listed hourly and mileage rate.

Standby Fee: For 14 CFR Part 135 Charter flights we charge a standby fee of $200 per hour when the helicopter is not flying.

Cancellation Policy: If flights are cancelled with less than 24-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

Organization: _____ Representative: _____

Signature: _____

Date: 10/3/2024
Expires: 12/31/2025

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., to provide general automotive repairs and services; effective June 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., to provide general automotive repairs and services; effective June 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Background and Discussion:
Contract to provide general automotive body repair services on an as-needed basis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., to provide general automotive repairs and services; effective June 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:
1. Chester Auto Body & Glass 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 Chester Auto Body & Glass, Inc. a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

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

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

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

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

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

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Chester Auto Body & Glass, Inc.
PO Box 468
Chester, CA 96020
Attention: Sean Langrehr

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:

Chester Auto Body & Glass, Inc. A California Corporation

By:_____
Name: Sean Langrehr
Title: CEO
Date signed:

By:_____
Name: Elise Langrehr
Title: Secretary
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

EXHIBIT A

Scope of Work

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

    a. Body repair and refinishing of automobiles and light trucks

    b. Frame repairs of automobiles and light trucks

    c. Mechanical work as needed in conducting body repairs

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

EXHIBIT B

Fee Schedule

1. Labor shall be charged at the following rates:
    a. Auto body and paint $95 per hour
    b. Frame labor $115 per hour
    c. Mechanical labor $125 per hour
    d. Marine labor $130 per hour
    e. Aluminum repair labor $130 per hour
2. Parts shall be charged at the following rates:
    a. Paint and materials $55 per hour
    b. Body parts and supplies at Contractor's cost plus 25%
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this agreement which have been completed to County's sole satisfaction.

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:	**May 6, 2025**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in April 2025, as submitted.**

Recommendation:
Approve the Meeting Minutes for all meetings held in April 2025, as submitted.

Background and Discussion:
The Board of Supervisors approves all meeting minutes on a monthly basis.

Action:

Approve the Meeting Minutes for all meetings held in April 2025, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Minutes 04-01-2025
2. Minutes 04-08-2025
3. Minutes 04-15-2025

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON APRIL 1, 2025

STANDING ORDERS

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, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Memorandum for item 4.C is from Sara James, Deputy County Counsel, not Josh Mizrahi, Interim HR Director

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.

Bob Z. briefly speaks about the upcoming Memorial Day gathering at Dame Shirley Plaza and invites a BOS member to be present.
Kelsey H. reads a letter to the Board.
Wendy L. reads a letter to the Board.
Rose gives an update on the Friends of Plumas County's past accomplishments, and thanks the Board for their continued support.
Jackie M. gives the Board a handout regarding trash burners and speaks about timber tax.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy D. (County Recorder/Registrar of Voters) thanks the Facilities Department staff for installing their new ADA compliance door, and they are taking elections on the road to discuss the uniform election that is focused on Special Districts. She said they would be having meetings in Chester, Portola, and Quincy.
Tracey F. (Planning Director) updates the Board on the tributary forest plan, and other programs her office is working on. Supervisor Hall asks how much more room there is in these plans. Progress on the maps that are in the Boardroom.
Sheriff Johns thanks Hannah H. from HR for her efforts, says their PTS transitions are going well, and speaks to Trindel Insurance and how the workers' comp is treating him. Also thanks to the IT Department.
DA Hollister reads from a letter regarding former HR Director Nancy Selvage.

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 updates Saturday, April 12, 2025, Greenville Community Meeting 12-1pm.

B. US FOREST SERVICE
Report and update.

Marty Setner (Acting Fire Chief) thanks the County for their input on Fire Mitigation. Speaks about the weather being nice for them to continue their mitigation efforts. Federal hiring freezes are ongoing for the Forest Service. Jackie M. asks about implementing the "Let it Burn" policy.

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

Martee Nieman (Auditor) updates they are moving forward and should have an update soon,

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

Julie White (Treasurer) updates the Board on investment software and other work that her office is doing, they are making good progress. She also speaks to the Treasurer Oversight Committee. Linda M. asks a question regarding when the committee will be established.

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

Marty Nieman (Auditor) updates the Board on financial audit for 22/23, Mid-year budget review will be on April 15, 2025, with more inclusive audit to bring before the Board.

F. ASSESSOR'S OFFICE
Brief Report and update

No Report Provided.

G. **Presentation:** Receive a presentation from Adam Cox, Indian Valley Community Services District, Contract General Manager; Status of the Indian Valley Public Safety Center Project Milestones pursuant to the Pre-Development and Construction Agreement Section B.4 between the County and Indian Valley Community Services District.

The Board received a presentation from Adam Cox via Zoom.
Supervisor Hall comments
Tracey Ferguson (Planning Director) comments

H. APPOINTMENTS

1) Appoint Kristina Rogers to the Greenhorn Community Services District Board, effective April 1, 2025; with a term ending 12/5/2025; discussion and possible action.

Motion: Appoint Kristina Rogers to the Greenhorn Community Services District Board, effective April 1, 2025; with a term ending 12/5/2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

2) Appoint Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025; discussion and possible action.

Motion: Appoint Jacqueline Dubois to the Far Northern Coordinating Council for a two-year term effective April 1, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Hall comments

3) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 2. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

2. CONSENT AGENDA

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

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

A. COUNTY COUNSEL

1) Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

Motion: Adopt **RESOLUTION No. 25-9010** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

B. PUBLIC HEALTH AGENCY

1) Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560; (No General Fund Impact); approved as to form by County Counsel.

Motion: Adopt **RESOLUTION No. 25-9011** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560; (No General Fund Impact); approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

C. LIBRARY

1) Approve and authorize Library to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I (Portola); (General Fund Impact) as approved in the FY24-25 recommended budget.

D. PROBATION

1) Approve and Authorize the Chair to ratify and sign an agreement between the Plumas County Probation Department and Plumas Rural Services, a California Non-Profit Corporation, for Leadership Training that includes exploration of different personality types, strengths and weaknesses of each type, stress responses and signs of burnout and passion fatigue, developing qualities of leadership, and personal development as a leader. In addition, Trauma Informed Care training sessions that explore the impact of trauma in the criminal justice system, signs of trauma and resulting behaviors. Not to exceed $5,000.00; approved as to form by County Counsel.

E. FAIRGROUNDS

1) Approve and authorize Fair Department to recruit and fill 3-7 extra-help positions; No General Fund Impact; to be budgeted in FY 25/26 budget; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

F. PUBLIC WORKS/ROAD

1) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker in the Greenville District; No General Fund Impact. Road funds.

2) Approve and Authorize the transfer of three vehicles, which include two 2012 Honda CRV's and one 2008 Ford Escape, from Behavioral Health to Public Works and remove the vehicles from the auction company's list. No General Fund Impact.

G. BOARD OF SUPERVISORS

1) Approve and authorize Chair to sign a Letter of Support addressed to the Lake Almanor Chamber of Commerce for the Annual 4th of July Parade in Chester on July 4, 2025.

H. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection for phase 3 of fire sprinkler replacement; effective April 1 2025; not to exceed $123,960.00; (General Fund Impact) as approved in recommended (FY 24/25) CIP budget (2012054 / 540110); approved as to form by County Counsel.

I. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health Treatment Center for crisis intervention and stabilization, effective date July 1, 2025; not to exceed $100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Anderson Creek Treatment Center for crisis intervention and stabilization, effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

J. CLERK OF THE BOARD OF SUPERVISORS

1) Approve the Meeting Minutes for all meetings held in March 2025, as submitted.

3. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY - Nicole Reinert

1) Approve and authorize a supplemental budget transfer of $52,000.00 from Health EMS Acct# 45142 to Transfer out Acct# 580000 to transfer fees collected; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize a supplemental budget transfer of $52,000.00 from Health EMS Acct# 45142 to Transfer out Acct# 580000 to transfer fees collected; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Nicole Reinert Public Health Director presents

B. PLANNING - Tracey Ferguson

1) Update on the Board of Supervisors adoption of a replacement name, by resolution, for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022 and the review and recommendation by the California Advisory Committee on Geographic Names (CACGN); discussion and possible staff direction to prepare resolution.

Motion: Update on the Board of Supervisors adoption of a replacement name, by resolution, for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022 and the review and recommendation by the California Advisory Committee on Geographic Names (CACGN); discussion and possible staff direction to prepare resolution., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Tracey Ferguson (Planning Director) presents
Supervisor Hall comments
Chair Goss comments
Jackie M. comments

2) Debrief on the Plumas National Forest Community Protection – Central and West Slope Project March 14, 2025, Objection Meeting, with Tracey Ferguson, Planning Director, and Supervisor Kevin Goss (District 2), representing the Plumas County Board of Supervisors as an objector, discussing concerns and opportunities for clarification and resolution; informational.

The Board received a debrief from Tracey Ferguson (Planning Director).

3) Review and accept the 2024 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2025; discussion and possible action.

Motion: Review and accept the 2024 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Tracey Ferguson (Planning Director comments)

4) **11:00 AM. PUBLIC HEARING.** Introduce and waive the first reading of an **ORDINANCE**, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel; **Roll call vote.**

The Public Hearing is continued to April 8, 2025, at 11:00am.

C. SOCIAL SERVICES - Laura Atkins

1) Adopt Proclamation proclaiming the month of April as Child Abuse Prevention Month in Plumas County.

Motion: Adopt Proclamation proclaiming the month of April as Child Abuse Prevention Month in Plumas County., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Laura Atkins (Social Services Director) presents
Supervisor Hall comments

D. TREASURER-TAX COLLECTOR - Julie White

1) Request approval authorizing the sale of tax-defaulted property subject to the power of sale by the Tax Collector and sign request for approval memo.

Motion: Request approval authorizing the sale of tax-defaulted property subject to the power of sale by the Tax Collector and sign request for approval memo., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Julie White (Treasurer-Tax Collector) presents
Supervisor McGowan comments
Supervisor Hall comments

2) Request to amend the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements; discussion and possible action.

Motion: AMEND ENGIE LEASE TO READ CHAIR, VICE-CHAIR, TREASURER-TAX COLLECTOR, COUNTY ADMINISTRATOR AS AUTHORIZED SIGNERS Request to amend the Engie Lease Financing Incumbency Certificate Signatures and correct the mailing address for the lease statements; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Julie White (Treasurer-Tax Collector) presents

E. BEHAVIORAL HEALTH - Sharon Sousa

1) CalAIM Behavioral Health Payment Reform: Intergovernmental Transfer (IGT) Overview of the current cost based MediCal claiming process for reimbursement.

The Board received an overview of the CalAIM Behavioral Health Payment Reform from Sharon Sousa (Behavioral Health Director), and Lisa Beck.

**************Chair Goss requests a 25-minute break************

4. BOARD OF SUPERVISORS

A. **CONTINUED DISCUSSION FROM MARCH 18, 2025**: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

This item will be continued on April 8, 2025, for further discussions.
Supervisor Hall comments
Nick Collin (Facilities Director) comments
Sheriff Johns comments
Supervisor Engel comments
Julie White (Treasurer-Tax Collector) comments
DA Hollister comments
Jane Braxton-Little comments

B. **CONTINUED DISCUSSION FROM MARCH 18, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.

This item will be added to a monthly update by the Assessor at the request of the Board.
Supervisor Hall comments
Supervisor Engel comments
Nick Collin (Facilities Director) comments
Linda M. comments
Julie White (Treasurer-Tax Collector) comments

C. Adopt **RESOLUTION** regarding base wages for Appointed Department Heads; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9012** regarding base wages for Appointed Department Heads; (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 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sara James (Deputy County Counsel) presents
Jane Braxton-Little comments

D. Approve and authorize Chair to sign a Letter of Support to the Honorable Sharon Quirk-Silva, Assembly Budget Subcommittee Chair #5, in support of the Request to Expand Tax Exemption for Wildfire Settlement Payouts; discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Support to the Honorable Sharon Quirk-Silva, Assembly Budget Subcommittee Chair #5, in support of the Request to Expand Tax Exemption for Wildfire Settlement Payouts; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

E. Approve and authorize Chair to sign a Letter of Opposition to the Honorable Tina McKinnor Member, California State Assembly, in opposition to AB 470 (Telephone Corporation Carrier of Last Resort); discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Opposition to the Honorable Tina McKinnor Member, California State Assembly, in opposition to AB 470 (Telephone Corporation Carrier of Last Resort); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall..

F. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Renne Public Law Group to provide legal advice and representation regarding an attorney's claim for payment for representing a County elected official; effective March 21, 2025; not to exceed $20,000.00; (General Fund Impact) professional services (20020 / 521900); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Renne Public Law Group to provide legal advice and representation regarding an attorney's claim for payment for representing a County elected official; effective March 21, 2025; not to exceed $20,000.00; (General Fund Impact) professional services (20020 / 521900); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 2, Chair Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

G. CORRESPONDENCE

No Correspondence Received.

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

No Weekly Reports Provided

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel Employee Discipline/Dismissal Release Government Code §54957

B. Personnel: Public Employee Performance Evaluation - County Librarian (Board Only)

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: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

E. Conference with Legal Counsel; Significant exposure to litigation pursuant to Subdivision (d)(2) &(e)(1) of Government Code §54956.9 (2 cases)

F. Conference with Legal Counsel: Claims against the County filed by Armstrong, Eric received March 19, 2025

G. Conference with Legal Counsel: Claim against the County filed by Vincent, Daniel, received March 19, 2025

H. A closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person, pursuant to Government Code §54957(b)(1)

I. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

The closed session is based on documents publicly available and included in the Board Packet for Item 2.C.1 (Departmental Matters/Treasurer-Tax Collector) on the March 18, 2025, Board of Supervisors Regular Meeting Agenda.

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following actions were taken during closed session:

A. Board acknowledges HR Director was terminated as of March 25, 2025.
B. No Reportable Action
C. No Reportable Action
D. Withdrawal from motion to amend
E. No Reportable Action
F. All 3 claims were denied that were submitted by Mr. Armstrong
G. Claim was denied that was submitted by Mr. Vincent
H. No Reportable Action
I. No Reportable Action
J. No Reportable Action

6. ADJOURNMENT

Adjourned meeting to Tuesday, April 8, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON APRIL 8, 2025

STANDING ORDERS

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, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Dora Mitchell (County Librarian) & Nicole Reinert (Public Health Director) led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 6.B be removed from the agenda.
Chair Goss informs the public that the Board has a "time certain" 10am Closed Session, and also a "time-certain" continued Public Hearing at 11am.

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.

Michael Ballard reads the following letter to the Board
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18754
Janet Crane speaks about property tax assessments and supports Michael, and says this issue is not done, and encourages the issues that were brought up.
Deb Hopkins thanks the Board and asks the Board to keep working with the Special Districts and Cemetery Districts.
Diana Driess calls in via Zoom and speaks about weapons of mass destruction and the COVID-19 vaccines. The Chair requests that Ms. Driess submits her comments in writing.
Christopher R. speaks to the upcoming events with Plumas Arts, and invites the Board to attend, and speaks to the recent renovations at the movie theater.
Rick Foster speaks to Zoom caller Diana Driess credentials and says that he would like to debate her qualifications.
Dan Kearns acknowledges the shoulders of the giants we stand on and offers a prayer.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Nicole Reinert (Public Health Director) gives a quick update regarding federal funding cuts, saying the cuts will not affect her department. National Public Health week is this week, and they will be volunteering at the community supper on Wednesday, April 9, 2025.
Nick Collin (Facilities Director) updates the Board on the surplus auction that is taking place right now, and the bids that are coming in.
Dora Mitchell (County Librarian) gives a quick update regarding federal funding cuts in her department that will not affect her department.
Tracey Ferguson (Planning Director) speaks to the federal cuts, and FEMA, and brick grant. IVCSD is on ground wells.
Cindie Froggatt (Assessor) updates the board on current property tax assessments/declines in values. She is requested by the Chair to being her items back and have them placed on the agenda.
Vice-Chair Hall reports for the Treasury-Tax collector that they posted 1.58 million dollars in taxes, and only have 3 staff working at this time.

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble read a handout to the Board. https://plumascounty.us/ArchiveCenter/ViewFile/Item/18760

B. PLUMAS HOUSING COUNCIL

1) Receive a memorandum regarding the Monthly Housing Update for April. See attached memorandum.

The Board of Supervisors received the memorandum in their respective Board packets.

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 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Board Chair to waive facility-use fees for the Earth Day event at Dame Shirley Plaza on April 22, 2025. This event is being sponsored by the local Earth Day Committee. General Fund impact is loss of $80 to county revenue.

2) Approve and authorize Board Chair to waive facility-use fees for Chester High School's Sober Grad event at the Almanor Rec Center on June 13, 2025. $100 loss of revenue for General Fund.

B. BEHAVIORAL HEALTH

1) Approve and Authorize the Behavioral Health Department to recruit and fill, funded and allocated, vacant One (1) FTE BH Support Services Technician; No General Fund impact, paid for by MHSA Funds.

C. FARM ADVISOR

1) Approve and authorize Chair to sign amendment no. 3 to agreement between Plumas County and Regents of the University of California; Effective July 1,2025 (General Fund Impact of $18,864.00 broken into 2 payments of $9,432.00); approved as to form by County Counsel.

D. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions, CAD, case management, jail management systems effective 01/01/2025 not to exceed $15,000.00 annually; No General Fund Impact as approved in FY 24/25 recommended Small and Rural Sheriff's Fund, AB443, budget 70331 / Acct. 520411 (Computer Softwares); approved as to form by County Counsel.

E. PUBLIC HEALTH AGENCY

1) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant one full-time 1 FTE Veterans Services Representative I/II; (No General Fund Impact) (Veterans).

2) Approve and authorize Chair to ratify and sign a Memorandum of Understanding between Plumas County Public Health Agency and Plumas-Sierra County Fair Department, effective July 1, 2024; not to exceed $4,999.00; (No General Fund Impact) (PAN); approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Great Northern Services to provide services for the Ryan White PARTC Program for FY25/26, effective April 1, 2025; not to exceed $25,750.00; (No General Fund Impact) (PARTC); approved as to form by County Counsel.

F. PUBLIC WORKS/ROAD

1) Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Road Maintenance Supervisor position; County Promotional Only; in the Graeagle Maintenance District effective April 21, 2025. No General Fund impact, paid for by Road Funds.

3. CLOSED SESSION
ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. **TIME CERTAIN: 10:30 am**. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

The closed session is based on documents publicly available and included in the Board Packet for Item 2.C.1 (Departmental Matters/Treasurer-Tax Collector) on the March 18, 2025, Board of Supervisors Regular Meeting Agenda.

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

4. REPORT OF CLOSED SESSION (IF APPLICABLE)

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

5. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

1) **TIME CERTAIN 11:00am: CONTINUED PUBLIC HEARING:**
1. Receive public comment from the continued public hearing from April 1, 2025; and
2. Adopt **RESOLUTION** 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and
3. Find the Zone Change (ZC 9-23/24-01) approval by **ORDINANCE** exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and
4. Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on April 1, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Bring this item back on May 6, 2025, in order for Mrs. Staniger and Tracey Ferguson to have a meeting to discuss a barrier or reduction in acreage
1. Receive public comment from the continued public hearing from April 1, 2025; and
2. Adopt **RESOLUTION** 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and
3. Find the Zone Change (ZC 9-23/24-01) approval by **ORDINANCE** exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and
4. Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on April 1, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01); 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, Chair Goss.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 4, Vice-Chair Hall.
No: Supervisor - District 5 Engel.
Tracey Ferguson presents

Supervisor Hall comments
Chair Goss comments
Supervisor Engel comments
Supervisor Ceresola comments
Planning Commissioner comments

B. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Plumas County Sheriff's Office to pay Got Power, a non-contract invoice in the amount of $1,092.83 for labor and parts associated with resetting the emergency battery backup for the IT room at the Sheriff's Office; (General Fund Impact) use of budget line item 70330 / 524400 (SHERIFF / SPECIAL DEPARTMENT EXPENSE); discussion and possible action.

Motion: Approve and authorize Plumas County Sheriff's Office to pay Got Power, a non-contract invoice in the amount of $1,092.83 for labor and parts associated with resetting the emergency battery backup for the IT room at the Sheriff's Office; (General Fund Impact) use of budget line item 70330 / 524400 (SHERIFF / SPECIAL DEPARTMENT EXPENSE); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Undersheriff Hermann presents

2) Approve and authorize the Sheriff's Office to recruit and fill up to twelve (12) extra-help seasonal Boat Patrol Officers; (No General Fund Impact) as requested in the fiscal year 24/25 budget.

Motion: Approve and authorize the Sheriff's Office to recruit and fill up to twelve (12) extra-help seasonal Boat Patrol Officers; (No General Fund Impact) as requested in the fiscal year 24/25 budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Undersheriff Hermann presents

3) Approve and authorize fixed asset budget transfer in the amount of $8,000.00 for department #20237 (DNA Penalty - Prop 69) from services and supplies account #520900 (Equipment Maintenance) to fixed asset account #549921 (Livescan); discussion and possible action. **Four/fifths roll call vote**

Motion: Approve and authorize fixed asset budget transfer in the amount of $8,000.00 for department #20237 (DNA Penalty - Prop 69) from services and supplies account #520900 (Equipment Maintenance) to fixed asset account #549921 (Livescan); discussion and possible action. **Four/fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Undersheriff Hermann presents

4) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Biometrics4All for the fixed asset purchase of Livescan cabinet/kiosk and camera enclosure; total not to exceed $8,000.00; (No General Fund Impact) (DNA Penalty-Prop 69 funds); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Biometrics4All for the fixed asset purchase of Livescan cabinet/kiosk and camera enclosure; total not to exceed $8,000.00; (No General Fund Impact) (DNA Penalty-Prop 69 funds); approved as to form by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Undersheriff Hermann presents

C. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** adopting Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9013** adopting Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Interim Human Resources Director Josh Mizrahi presents
Supervisor Goss was absent

D. FARM ADVISOR/COOPERATIVE EXTENSION - Michele Fisch

1) 2024 Annual Update

The Board received an update from the Farm Advisory
Supervisor Goss was absent

2) Approve and authorize Chair to sign an agreement between Plumas County Farm Advisor and Elk Grove Auto/Winner Chevrolet for the fixed asset purchase of Chevy Colorado; total not to exceed $44,125.44; (General Fund Impact) as approved in (FY24/25) recommended budget (20680 / 541500); approved as to form by County Counsel; discussion and possible action.
Four/Fifths roll call vote

Motion: Approve and authorize Chair to sign an agreement between Plumas County Farm Advisor and Elk Grove Auto/Winner Chevrolet for the fixed asset purchase of Chevy Colorado; total not to exceed $44,125.44; (General Fund Impact) as approved in (FY24/25) recommended budget (20680 / 541500); approved as to form by County Counsel; discussion and possible action.
Four/Fifths roll call vote, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Michele Fisch presents
Supervisor McGowan comments

E. COUNTY ADMINISTRATIVE OFFICE - Zachary Gately

1) Approve and authorize supplemental budget transfers of $413,448.39 from grant funds to CPUC-Local Agency LATA Grant Transfer in 2003044-44036 and $408,163 from CPUC-Local Agency LATA Grant Transfer in 2003044-44036 to CPUC-Local Agency LATA Grant Transfer out 2003052-521335 to cover the over-budget costs as reimbursement was planned for later date; No Negative General Fund Impact; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfers of $413,448.39 from grant funds to CPUC-Local Agency LATA Grant Transfer in 2003044-44036 and $408,163 from CPUC-Local Agency LATA Grant Transfer in 2003044-44036 to CPUC-Local Agency LATA Grant Transfer out 2003052-521335 to cover the over-budget costs as reimbursement was planned for later date; No Negative General Fund Impact; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Grant Manager Zach Gately presents
Supervisor Goss was absent

F. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice of $7547.40 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY24/25 IT Budget; discussion and possible action.

Motion: Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice of $7547.40 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY24/25 IT Budget; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Information Technology Director Greg Ellingson presents
Supervisor Goss was absent

2) Approve and authorize Plumas County Information Technology Department to pay CivicPlus a non-contract invoice in the amount of $5,390.10 for continued website accessibility, content quality, SEO, and compliance monitoring; (No General Fund Impact) approved in FY 24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Plumas County Information Technology Department to pay CivicPlus a non-contract invoice in the amount of $5,390.10 for continued website accessibility, content quality, SEO, and compliance monitoring; (No General Fund Impact) approved in FY 24/25 recommended budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Information Technology Director Greg Ellingson presents
Supervisor Goss was absent

3) Approve and authorize Plumas County IT Department to pay Four J's Development Tools a non-contract invoice in the amount of $8,512.00 for annual software maintenance and support; (General Fund Impact) approved in FY 24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Plumas County IT Department to pay Four J's Development Tools a non-contract invoice in the amount of $8,512.00 for annual software maintenance and support; (General Fund Impact) approved in FY 24/25 recommended budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Information Technology Director Greg Ellingson presents
Supervisor Goss was absent

6. BOARD OF SUPERVISORS

A. **CONTINUED DISCUSSION FROM APRIL 1, 2025**: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

THIS ITEM WAS NOT DISCUSSED AND CONTINUED TO APRIL 15, 2025, AT THE REQUEST OF THE VICE-CHAIR

B. Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action.

THIS ITEM WAS PULLED AT THE REQUEST OF THE CHAIR

C. APPOINTMENTS

1) Appoint Ashley Simpson to the First 5 Plumas County Children & Families Commission; as recommended; discussion and possible action.

Motion: Appoint Ashley Simpson to the First 5 Plumas County Children & Families Commission; as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Goss was absent

D. CORRESPONDENCE

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Risk Manager; Workers Compensation Review

B. Personnel: Public Employee Performance Evaluation - County Librarian

C. Personnel: Public Employee Performance Evaluation - Facilities Director (Board Only)

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

E. Existing Litigation: Conference with legal counsel pursuant to Subdivision (d)(1) of Government Code §54956.9 (d)(1) - People v Nancy Selvage, Superior Court of the State of California, County of Plumas, Case No. F23-00057

F. 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)

Vice-Chair Hall reported there following reportable actions were taken during closed session.
Item 7. A Pulled until April 15, 2025
Item 7.B No reportable action
Item 7.C Pulled until April 15, 2025
Item 7.D No reportable action
Item 7.E No reportable action
Item 7.F No reportable action

8. ADJOURNMENT

Adjourned meeting to Tuesday, April 15, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON APRIL 15, 2025

STANDING ORDERS

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, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

The Facilities Department led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss noted that there was a typo in the back-up material for item 5.G.

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.

Ian Reddy commented on having a motorcycle rally at the Fairgrounds June 16-21, 2025, Feather Rally 3.
Julie Threet read a letter concerning the COVID-19 vaccine.
Ron Owens commented on the COVID-19 vaccine.
Zoom Caller Diana Driess comments on the COVID-19 vaccine

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (Clerk Recorder/Registrar of Voters) updated the Board on the SAVE-ACT, and the Executive Order, discussing procedures for voter registration. She spoke about the Help America Vote Act (HAVA).
Nick Collin (Facilities Director) congratulates Bruce Robbins on 22 years of service with a plague for his retirement on April 23, 2025.
Chad Hermann (Undersheriff) recognizes the dispatchers for Dispatchers Week.
Zach Gately (Grant Manager) passes out a flier to the board.
Tracey Ferguson (Planning Director) introduced a new employee in her department Amanda Harmon

1. UPDATES & REPORTS

A. Receive an update from Brenda Narayan, Government Affairs Representative, regarding the 2025 Underground project.

The Board received a presentation from Brenda Narayan.
Supervisor McGowan comments about generators in Chester. And asked about how many are left to be placed underground.
Tracey Ferguson (Planning Director) comments regarding traffic controls.
Zach Gately (Grants Manager) comments

2. ACTION AGENDA

A. **TIME CERTAIN: 11:00a.m.**

APPEAL HEARING: Request for Appeal Hearing of Administrative Citation. A request for appeal was received on February 25, 2025, filed by David Elwood (APN-116-272-004-000,116-272-005-000).

The Board heard testimony from both sides of the appeal hearing and will render a decision in 10 days.

3. 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 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

*****Chair Goss requests a few-minute break*******

A. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 43rd Annual Christian Encounter Ministries Agony Ride, to be held July 25-26, 2025, in Sierra Valley.

2) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:00 PM to 11:00 PM on May 17, 2025)

3) Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025

4) Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 13, 2025.

B. DISTRICT ATTORNEY

1) Approve and authorize District Attorney to recruit and fill, funded and allocated, vacant 2 FTE Community Care Case Managers; (No General Fund Impact) Grant funded.

2) Approve and authorize Chair to sign an agreement between Plumas County District Attorney and Karpel Solutions to provide a URL for software interface with Sunridge RIMS; effective April 15, 2025; not to exceed $12,000; (No General Fund Impact) PATH Grant Funds; approved as to form

by County Counsel.

C. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Chair to sign 3 subscription services agreements (1 for each airport) between Plumas County Facility Services & Airports and QTPOD LLC; effective December 1, 2025; not to exceed $5,025.00 per year collectively; No General Fund impact - subscription is paid for with Airport funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Power Products, Inc. for emergency generator inspection, maintenance, and repair; effective May 1, 2025; not to exceed $25,000; contract will have direct impact on General Fund as approved in recommended FY24/25 budget 2012052 520905; approved as to form by County Counsel.

3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and American Window & Doors Systems, Inc. to install new windows at the Portola Library; amendment will increase the cost to General Fund by $3,232.50; approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Elections and Pacific States Communications of Nevada, Inc. for installation and operation of election security cameras; project to be completed by June 30, 2025; not to exceed $16,204.63; No General Fund Impact. Funding is provided by the State of CA; approved as to form by County Counsel.

5) Request the Chair to waive fees for the Earth Day Event on April 22, 2025, at Dame Shirley Plaza from 3:00pm - 6:00pm.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment Number 1 modifies the program date from June 30, 2025, to June 30, 2027; this agreement promotes timely access to Specialty Mental Health Services for foster youth placed in out-of-county residential settings. (No General Fund Impact) State and Federal funds. Approved as to form by County Counsel.

4. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

1) Update Board of Supervisors and public on the proposed 2025 Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ) Map from the Office of the State Fire Marshall for the unincorporated areas of Plumas County within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley; discussion and possible action.

The Board received an update from Tracey Ferguson (Planning Director) regarding the LRA process and the Board agreed to do a direct mailing via postcards, and fund the mailing from the BOS budget.
Supervisor McGowan states the postcards would be adequate.
Supervisor Hall leans towards the postcard.
Supervisor Engel agrees with Supervisor Hall to send the postcards.
Supervisor Ceresola agrees with sending postcards.
Jane Braxton-Little comments
Planning Director Ferguson presents

2) Plumas National Forest Tributaries Forest Recovery Project Environmental Assessment (EA) comment period ends April 28, 2025; discussion and possible action.

Motion: Appoint Supervisor Goss, and Supervisor Engel to work with County Counsel, and the Planning Director to produce a letter for Board Chair signature before April 28, 2025, Plumas National Forest Tributaries Forest Recovery Project Environmental Assessment (EA) comment period ends April 28, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Planning Director Ferguson presents
Supervisor Hall comments
Executive Director of Plumas Corp makes comments

B. SOCIAL SERVICES - Laura Atkins

1) Adopt Cal-OAR CalWORKs System Improvement Plan (CAL-SIP); discussion and possible action.

Motion: Adopt Cal-OAR CalWORKs System Improvement Plan (CAL-SIP); discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **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, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Idette Halverson and Pam McKinnon present
Supervisor McGowan comments
Supervisor Hall comments

C. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Animal Control to recruit and fill, funded and allocated, vacant one part-time extra help Animal Shelter Attendant; approve exemption of the 30-day 29-hour work week; (General Fund Impact) as approved in FY24/25 recommended budget.

Motion: Approve and authorize Animal Control to recruit and fill, funded and allocated, vacant one part-time extra help Animal Shelter Attendant; approve exemption of the 30-day 29-hour work week; (General Fund Impact) as approved in FY24/25 recommended budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Undersheriff Hermann presents
Supervisor Hall comments

D. PUBLIC HEALTH - Nicole Reinert

1) Understanding the Guidelines for Effective Utilization of the Opioid Settlement Funding in California presentation by Nicole Reinert, MPH, Director Plumas County Public Health Agency

The Board received a presentation from Public Health Director Reinert.
Supervisor Hall comments
Sharon R. comments
Linda M. comments
Planning Director Ferguson comments
County Counsel comments
Jane Braxton-Little comments

5. BOARD OF SUPERVISORS

A. **CONTINUED DISCUSSION FROM APRIL 8, 2025**: ENGIE Project Update: Receive a brief project update; discussion and possible direction to staff.

Supervisor Hall updates the Board on the ENGIE project, which is under a work stoppage except for the solar project, and the HVAC project until Facilities Director Collin can go over the project list. She also states that the Treasurer-Tax Collector is in talks with KNN Financing. Chair Goss states that if there is an update, it would be placed on the agenda for May 6, 2025. Rick Foster comments regarding the financing.

*****Chair Goss requests a lunch break from 12:30pm - 1:00pm*****

B. Adopt **RESOLUTION** of the Board of Supervisors Declaring a Local State of Emergency due to the presence and impact of Gray Wolves in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

Motion: Adopt **RESOLUTION No. 25-9014** of the Board of Supervisors Declaring a Local State of Emergency due to the presence and impact of Gray Wolves in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Chair Goss presents
Supervisor McGowan comments
Supervisor Ceresola gives updates on the recent number of kills in the area.
Rick Roberti comments regarding the need for the passing of this Resolution.
Rick Foster comments
Supervisor Engel thanks Mr. Roberti for coming in today and speaking about the wolves.

C. Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Support to Director Bonham regarding the Urgent Need for Local Public Safety Response Options in Gray Wolf Management; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor McGowan makes comments
Sheriff Johns comments

D. Proposal of Entertainment Zone creation within Chester; discussion and direction to staff.

Supervisor McGowan updates the Board on this item. This is just for discussion and possible staff direction.
Planning Director Ferguson comments
Sheriff Johns comments
Undersheriff Hermann comments
Supervisor Hall comments
Interim County Counsel Brechtel comments
Supervisor Engel comments

E. CORRESPONDENCE

No Correspondence received.

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

Reported by Supervisor Hall regarding matters related to County Government and included being a speaker at the Scouts.

Reported by Supervisor Goss regarding matters related to County Government and includes the Town Hall meeting on April 17, 2025, from 6:30pm to 8:30pm at the Library.

Reported by Supervisor Engel regarding matters related to County Government and included attending LAFCO and Transportation meetings, and a Solid Waste Task Force meeting on April 28, 2025.

G. Receive and Review Principals & Priorities for Use of Dixie Fire PG&E Settlement Funds; direction to staff and possible action.

Motion: Form an ADHOC Committee consisting of the Chair, Vice-Chair, County Counsel, and Principal Department Heads. Receive and Review Principals & Priorities for Use of Dixie Fire PG&E Settlement Funds; direction to staff and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Hall presents
Supervisor Engel comments
Jane Braxton-Little comments
Supervisor McGowan comments
Johnathan Kussel comments
Chair Goss comments
Adam Cox comments via Zoom
Auditor-Controller Niemann comments

H. AUDITOR-CONTROLLER - Martee Nieman

1) **TIME CERTAIN 1:00PM:** FY24/25 Mid-Year Budget Review and adjustments; discussion and possible action; **Four/fifths roll call vote**

The Board received a presentation on the Mid-Year Budget from Craig Goodman, and Auditor-Controller Niemann.
Grants Manager Gately comments
Supervisor Engel comments
Supervisor Hall comments that they will approve with the changes that were discussed.

Motion to approve the mid-year budget adjustments Motion: TIME CERTAIN 1:00PM: FY24/25 Mid-Year Budget Review and adjustments; discussion and possible action; Four/fifths roll call vote, Action: Approve, Moved by Supervisor - District 5 Engel, Seconded by Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (summary: Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Risk Manager; Workers Compensation Review

B. Personnel: Public Employee Performance Evaluation - Facilities Director (Board Only)

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. Personnel: Public Employee Discipline/Dismissal/Release pursuant to Cal Govt. Code §54957

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss stated the following actions were reported out of Closed Session.
A. No Reportable Action
B. No Reportable Action
C. No Reportable Action
D. Chair Goss lets Debra Lucero know that they appreciate her service to Plumas County, and they will be terminating her contract.

7. ADJOURNMENT

Adjourned meeting to Tuesday, May 6, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign Fixed Asset Budget Transfer request for Facility Services & Airports to transfer the remaining balance of allocated funding for Vehicle Purchase (2012052/541500) in the amount of $11,351.65 to Equipment Replacement (2012052/544630); approved by Auditor-Controller**

Recommendation:

Approve and authorize Chair to sign Fixed Asset Budget Transfer request for Facility Services & Airports to transfer the remaining balance of allocated funding for Vehicle Purchase (2012052/541500) in the amount of $11,351.65 to Equipment Replacement (2012052/544630); approved by Auditor-Controller.

Background and Discussion:

Facility Services received funding of $75,000 in the FY24/25 budget to purchase a new utility truck. The utility truck expense was $63,648.35 which leaves a remaining balance of $11,351.65 in the Vehicle Purchase account. Facility Services is seeking authorization and approval to transfer the remaining balance in the Vehicle Purchase account to the Equipment Replacement account to purchase a commercial lawn mower and pre-owned commercial wood chipper. Funding was approved in the FY24/25 budget for $25,000 in Equipment Replacement, which would increase the total available funding in this account to $36,351.65 if this Budget Transfer request is approved.

Action:

Approve and authorize Chair to sign Fixed Asset Budget Transfer request for Facility Services & Airports to transfer the remaining balance of allocated funding for Vehicle Purchase (2012052/541500) in the amount of $11,351.65 to Equipment Replacement (2012052/544630); approved by Auditor-Controller.

Fiscal Impact:

Funding for Vehicle Purchase (2012052 541500) and Equipment Replacement (2012052 544630) was approved in the FY24/25 budget approval process and will be a General Fund expenditure.

Attachments:

1. Budget Transfer Request

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Facility Services Dept. No: 20120 Date 4/9/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	20120	541500	VEHICLE PURCHASE	11,351.65
			Total (must equal transfer to total)	11,351.65

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	20120	544630	EQUIPMENT REPLACEMENT	11,351.65
			Total (must equal transfer to total)	11,351.65

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) Funds leftover after vehicle purchase. Would like to transfer funds to purchase lawn mower and wood chipper.

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Current Electric & Alarm, Inc. for security, fire, and safety alarm monitoring, testing, and repair; effective May 1, 2025; not to exceed $13,700.00 per year for 3-year contract totaling $41,100.00; funding for this service comes from General Fund recommended budget 2012052 521903; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Current Electric & Alarm, Inc. for security, fire, and safety alarm monitoring, testing, and repair.

Background and Discussion:
Current Electric & Alarm, Inc. provides fire and security alarm monitoring 24/7 as well as panic button monitoring. They currently provide services at the following facilities: Quincy, Chester, and Portola libraries, Courthouse Annex, Courthouse, Facility Services Admin building, Permit Center, Biomass unit, and the Beckwourth Museum. They also provide annual fire alarm testing for the Quincy Library, Courthouse Annex, and Permit Center. $5,000 for each year of this 3-year contract is allocated for any parts and/or repairs that need to be made to any of these systems. This funding for parts and/or repair services is AS NEEDED and does not roll over to the next fiscal year. This brings the total cost of alarm monitoring services provided by Current Electric & Alarm, Inc. to $8,700.00 per fiscal year. Two additional months were added to the 3-year term of this contract so that, going forward for billing purposes, this contract will terminate at the end of Fiscal Year 27/28 rather than terminating on April 30th as it is set currently. This contract does not include any funding for any new installation of any fire, security, or safety systems.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Current Electric & Alarm, Inc. for security, fire, and safety alarm monitoring, testing, and repair.

Fiscal Impact:

This contract will have direct impact on General Fund. The annual cost of monitoring services and alarm testing to be provided is $8,700.00 with an additional $5,000.00 allocated AS NEEDED for parts and/or repair services.

Attachments:
1. Current Electric & Alarm, Inc.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports** (hereinafter referred to as "County"), and **Current Electric & Alarm, Inc.**, a CA 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 **Forty-One Thousand One Hundred dollars and 00/100** ($41,100.00).

3. Term. The term of this agreement shall be from May 1, 2025 through June 30, 2028, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Current Electric & Alarm, Inc. from May 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. **Contractor represents and warrants it holds a current and active C10 - Electrical license issued by the State of CA, number 815151.**

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:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Director, Nick Collin

Contractor:

Current Electric & Alarm, Inc.
5031 Grizzly Road
Portola CA 96122
Attention: CEO/CFO, Alan W. Vaughan

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:

Current Electric & Alarm, Inc., A CA corporation

By:_____
Name: Alan W. Vaughan
Title: CEO/CFO/Secretary
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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. 24/7 fire alarm and security system monitoring for the following Plumas County facilities:

    - Plumas County Libraries:
        i. Quincy
        ii. Chester
        iii. Portola
    - Courthouse Annex
    - Facility Services Administration building
    - Courthouse
    - Permit Center
    - Biomass
    - Beckwourth Museum

2. Annual fire alarm testing:

    - Courthouse Annex
    - Permit Center

EXHIBIT B

Fee Schedule

MONITORING DESCRIPTION	MONTHLY RATE	QUARTERLY RATE	ANNUAL RATE
Quincy Library – Security System & Fire Alarm	**130.00**	**390.00**	**1,560.00**
Chester Library – Security System	**45.00**	**135.00**	**540.00**
Portola Library – Security System	**45.00**	**135.00**	**540.00**
Courthouse Annex – Elevator/Fire Alarm/Panic Button	**180.00**	**540.00**	**2,160.00**
Facility Services – Security System	**45.00**	**135.00**	**540.00**
Courthouse – Panic Button	**45.00**	**135.00**	**540.00**
Permit Center – Fire Alarm	**45.00**	**135.00**	**540.00**
Biomass – Fire Alarm	**45.00**	**135.00**	**540.00**
Beckwourth Museum – Security System	**45.00**	**135.00**	**540.00**
Courthouse Annex – Annual Fire Alarm test			**250.00**
Permit Center – Annual Fire Alarm test			**450.00**
Quincy Library – Annual Fire Alarm test			**500.00**
***Parts and/or repairs – AS NEEDED. This funding does not accumulate over the life of the contract.**			**5,000.00**

- Contractor will submit invoices for *Parts and/or repairs – AS NEEDED.
  - Repair services will be billed at the rate of $150/hr.
- Contractor will submit quarterly invoices for monitoring services provided.
- For the final two months of the contract, May 2028 and June 2028, contractor will submit monthly invoices for service.
- 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.

- 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.

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

- 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.

- 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:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Environmental Systems Inc for card swipe and and HVAC controls; effective (May 6th 2025); not to exceed 65,560.00; (General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110 and NGFI 20100 / 46251; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Environmental Systems Inc for card swipe and and HVAC controls.

Background and Discussion:
This contract is for card swipe and HVAC controls installation for HR and Elections Office. This contract is split between CIP funds and Elections grant funds. See exhibit A for work to be performed for each budget.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Environmental Systems Inc for card swipe and and HVAC controls.

Fiscal Impact:

(General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110 and NGFI 20100 / 46251
This contract is split between CIP funds and Elections grant funds. See exhibit A for work to be performed for each budget.

Attachments:
1. 5372 FINAL Door and HVAC Controls

Construction Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibits A and B attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Sixty-Five Thousand Five Hundred Sixty Dollars and 00/100 Cents ($65,560.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30th, 2025**, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

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

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

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C20 Warm-Air Heating, Ventilating and Air Conditioning Contractor**, issued by the State of California, No. **422478**

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

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

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

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

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

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

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

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

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

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

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

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

County:

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

Contractor:

Environmental Systems Inc.
3353 De La Cruz Blvd
Santa Clara, CA 95054
Attention: Vincent Enfantino, CEO

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Environmental Systems Inc., a California Corporation

By:_____
Name: Vincent Enfantino
Title: CEO

Date signed:_____

By:_____
Name: Eugene Enfantino
Title: CFO

Date signed:_____

COUNTY:

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

By_____
Name: Kevin Goss
Title: Board Chairman

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work Elections

1. Contractor shall provide all labor and materials for 3 door control systems as noted on proposal dated March 26, 2025.

2. Provide controls for 3 doors, including 1 card access controller, 3 card door modules, 3 magnetic door strikes, new power supplies and new enclosure for the controller.

3. Includes submittals, programming, coordination, startup, commissioning, interconnections, training, project management and as-built documentation.

4. All work shall be provided to the sole satisfaction of the County and to current industry standards and building codes.

Scope of Work HR

1. Contractor shall provide all labor and materials for 3 door control systems and controls for 3 HVAC units as noted on proposals dated March 26, 2025, for Plumas County HR Building at 1446 E. Main St Quincy Ca 95971

2. Provide controls for 3 doors, including 1 card access controller, 3 card door modules, 3 magnetic door strikes, new power supplies and new enclosure for the controller.

3. Provide controls for 3 HVAC units, including 3 Red5 Edge 606 controllers, 3 discharge air temperature sensors, 3 eZNS room temperature sensors and 1 eBMGR global controller.

4. Includes submittals, programming, coordination, startup, commissioning, interconnections, training, project management and as-built documentation.

5. All work shall be provided to the sole satisfaction of the County and to current industry standards and building codes.

EXHIBIT B

The Contract Amount, **$65,560.00** including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

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

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

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

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and Nevada Chiller & Boiler to increase contract value due to necessary repair at Courthouse; increase of $1,930 to contract value will be funded by General Fund; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and Nevada Chiller & Boiler to increase contract value due to necessary repair at Courthouse.

Background and Discussion:
NVCB provides maintenance and repair services to the county for the chiller/boiler systems at the Courthouse and Permit Center. A necessary repair needs to be made to the chiller system at the courthouse and the cost of this repair will exceed the $9,000 value of the contract. Currently, the county has paid $4,257 towards maintenance and repair services for these two systems up to this point in FY24/25. This necessary repair needed will cost $6,187 and will exceed the current value of the contract by $1,930. This amendment serves to increase the contract value to accommodate this repair.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and Nevada Chiller & Boiler to increase contract value due to necessary repair at Courthouse.

Fiscal Impact:

Cost of repair/increase in contract value will have direct impact to General Fund.

Attachments:
1. Nevada Chiller & Boiler, Inc - First Amendment

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND NEVADA CHILLER & BOILER

This First Amendment to Agreement ("Amendment") is made on May 6, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Nevada Chiller & Boiler, a NV corporation ("CONTRACTOR") who agrees as follows:

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

    a. PLUMAS COUNTY and NEVADA CHILLER & BOILER have entered into a written Agreement dated July 1, 2024, (the "Agreement"), in which NEVADA CHILLER & BOILER agreed to provide maintenance and repair services to Plumas County's chiller/boiler systems at the County Courthouse and Permit Center.

    b. Because a necessary repair to the chiller system at the Courthouse is needed and will exceed the value of the current contract, the parties desire to change the Agreement.

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

    a. Paragraph 2 is amended to read as follows:

    > Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand Nine Hundred Thirty dollars and 00/100 ($10,930.00).

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Nevada Chiller & Boiler, a NV corporation

By:_____
Name: Rodney Leavitt
Title: CEO/CFO
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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Authorization for the Department of Public Works to recruit and fill extra-help summer workers throughout its maintenance districts in excess of 29 hours per week. No General Fund impact. Funded and allocated in the proposed FY24/25 budget of the Department of Public Works.**

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

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

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

Action:

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

Fiscal Impact:

No General Fund impact. This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

Attachments:
None

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Road Maintenance Lead Worker position; County Promotional Only; in the Graeagle Maintenance District. 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 Road Maintenance Lead Worker in the Graeagle Maintenance District.

Background and Discussion:

One (1) FTE Road Maintenance Lead Worker has promoted to be the Road Maintenance Supervisor effective April 21, 2025.

The Department is requesting to recruit and fill this position.

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

Action:

Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Road Maintenance Lead Worker position; County Promotional Only; in the Graeagle Maintenance District. No General Fund impact, paid for by Road Funds

Fiscal Impact:

No General Fund impact. Funded via Road Dept.

Attachments:

1. CRITICAL STAFFING QUEST Lead Wkr 11-5-24
2. Department Org Chart
3. Leadworker Job Description

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

Public Works Lead Maintenance Worker Position Graeagle

_ Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Lead Workers help direct the workforce

_ Why is it critical that this position be filled at this time?
Lead Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.

_ How long has the position been vacant?
This position will become vacant effective December 27, 2024.

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

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

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

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

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

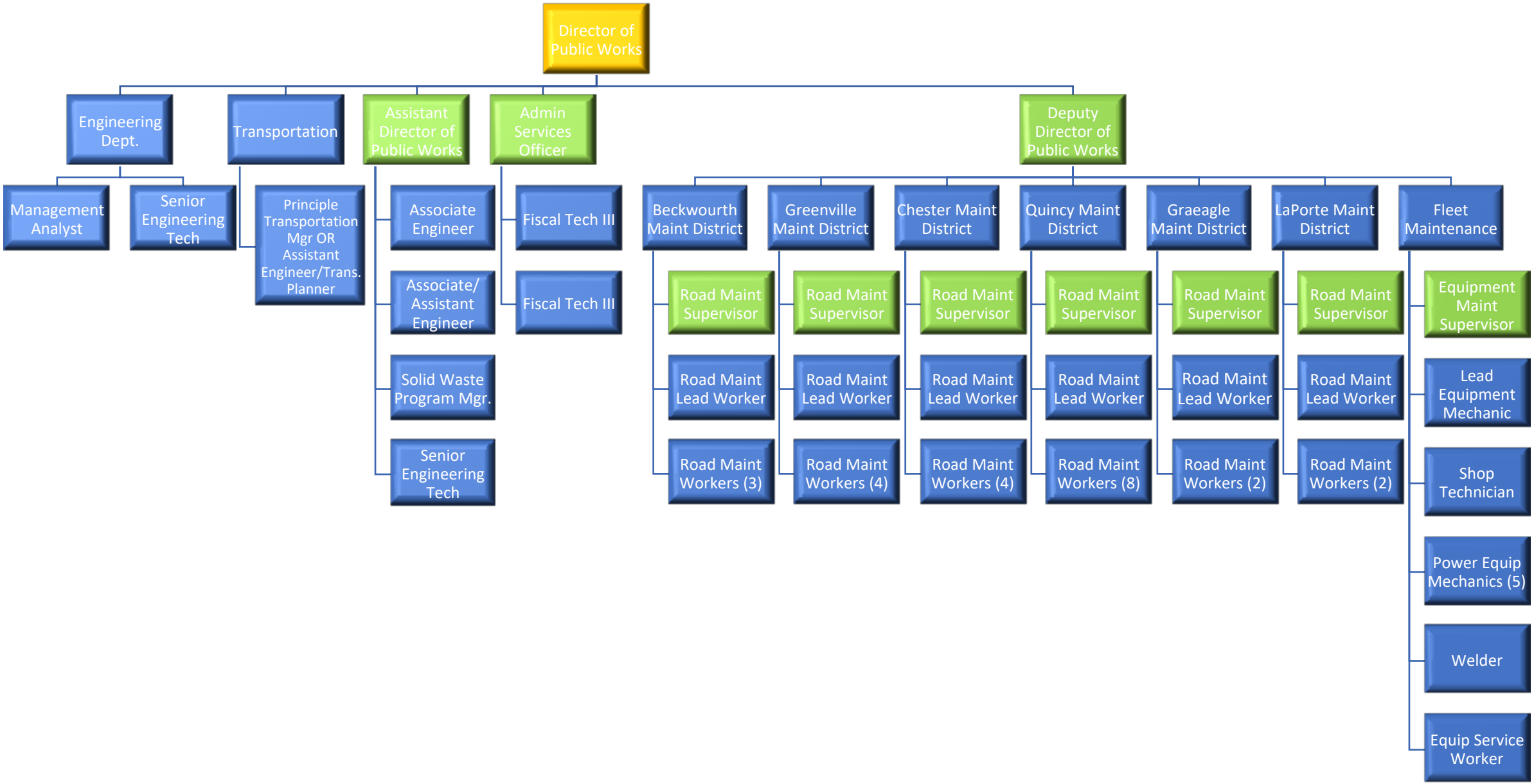
_ Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

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

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

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

df 4/22/2025


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

PUBLIC WORKS MAINTENANCE LEAD WORKER

DEFINITION

Under general supervision, to provide lead direction and work coordination for Public Works Maintenance Workers; to serve as an Assistant Public Works Maintenance Supervisor; to skillfully operate a variety of construction and maintenance equipment such as trucks, heavy power-driven road maintenance and construction equipment, and snow removal equipment; to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead supervision level in the Public Works Maintenance Worker Class series. Incumbents are assigned lead and work coordination responsibilities for a small group of Public Works Maintenance Workers. They may also assume responsibility for an entire crew in the absence of a Public Works Maintenance Supervisor. In addition, incumbents are assigned to operate a wide variety of heavy construction and maintenance equipment. The operation or this equipment is characterized by a high degree of skill in manipulation of hand and foot controls and accuracy in moving materials to exact specifications. This class is distinguished from the Public Works Maintenance Worker III class in that incumbents have lead responsibilities in addition to skilled equipment operation duties. Incumbents in this class are subject to twenty-four hour "call-out" for road related emergencies and snow removal.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

PUBLIC WORKS MAINTENANCE LEAD WORKER - 2

EXAMPLES OF DUTIES

- Provides lead direction, training, and work coordination for other Public Works Maintenance Workers.
- May serve as a member of the Safety Committee and attend safety meetings.
- May serve as Public Works Maintenance Supervisor in the Supervisor's absence.
- Operates a variety of trucks in the hauling of road fill and base materials for construction, maintenance, and repair projects.
- Operates snow removal equipment.
- Operates crawlers, tractors, loaders, power booms, chippers, graders, and other power-driven equipment.
- Uses backhoe attachments on appropriate equipment; operates transports for heavy equipment.
- Performs minor maintenance on equipment.
- Performs semi-skilled concrete work in the construction and maintenance of culverts, headwalls, bridges and related structures.
- Mixes and places concrete.
- Performs a variety of road maintenance functions such as patching roads, cutting brush, clearing culverts, cleaning ditches, or painting guard rails.
- Operates hand tools such as jackhammers and chain saws.
- Cares for and services equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- May mix and spray pesticides.
- Maintains records of materials and equipment used.
- May perform maintenance and repairs on construction equipment.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, graders, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Procedures, tools, equipment, and materials used in the maintenance and construction of roads, bridges, and public works facilities.
- Operation and routine maintenance of construction equipment including loaders, graders, trucks, rollers, and related equipment.
- Provisions of the California Vehicle Code relating to the operation of medium and heavy equipment on streets and roads.
- Work safety methods and programs.
- Principles of training, work coordination, and lead direction.

Ability to:

- Provide lead direction and work coordination for an assigned group of Road Maintenance Workers.
- Train other staff in equipment operation.
- Perform a variety of unskilled, semi-skilled, and skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Skillfully operate heavy road construction and maintenance equipment including loaders, graders, trucks, rollers and related equipment.
- Skillfully operate snow removal equipment.
- Maintain time and equipment records.
- Perform heavy physical labor.
- Maintain and make repairs to equipment.
- Establish and maintain cooperative working relationships.

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

One (1) year of road maintenance work and construction experience comparable to that of a Public Works Maintenance Worker III with Plumas County. Work experience must include training and background in heavy equipment operation.

Special Requirements: Possession of an appropriate valid and current California Driver's License required to meet the performance requirements of the position.

Incumbents transporting hazardous materials may be required to possess special endorsements.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign Amendment No. 5 to Agreement between Plumas County Department of Public Works and Consor North America, Inc. to provide contract document preparation and engineering services for the Keddie Resort Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel**

Recommendation:
The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 5 to the Services Agreement between the County of Plumas and Consor North America, Inc. to assist with the Keddie Resort Road Bridge Replacement Project.

Background and Discussion:
On June 24, 2011, Consor North America, Inc entered into a services agreement with the Plumas County Department of Public Works to provide engineering services for the Keddie Resort Road Bridge Replacement Project.

The Department of Public Works is actively working on the Keddie Resort Road Bridge Replacement Project. The construction plans and bridge calculations need to be revised and updated due to the changes in guardrail standards. Consor is able to do this work, see the attached scope of Amendment No. 5, totaling $51,600.

Action:

Approve and authorize Chair to sign Amendment No. 5 to Agreement between Plumas County Department of Public Works and Consor North America, Inc. to provide contract document preparation and engineering services for the Keddie Resort Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact.

Attachments:
1. Amendment No. 5 to Consor North America
2. Keddie_Amendment No. 5 Request_2-28-25
3. PWRD 11-069 reduced
4. Keddie Amend no 1
5. Keddie Bridge Amendment 2
6. Keddie Amendment 3 Executed
7. 05 - Keddie Amendment No. 4 Fully Executed

AMENDMENT NO. 5
to the
PROFESSIONAL SERVICES AGREEMENT

Keddie Resort Road Bridge Project in Plumas County, California
Bridge No. 9C-0034 on Keddie Resort Road (County Route #415)
Over Spanish Creek
PWRD 11-069

This Fifth Amendment to Agreement ("Amendment") is made on May __, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Consor North America, Inc.("CONSULTANT") who agrees as follows:

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

    a. PLUMAS COUNTY and CONSOR have entered into a written Agreement dated June 24, 2011, (the "Agreement"), in which CONSOR agreed to provide professional engineering services for Keddie Resort Road Bridge Replacement Project to Plumas County.

    b. Because the County and Consor have mutually identified the following reasons to amend the Original Agreement. Specifically:

        - Additional changes to both roadway and bridge design may be required as result of change in MASH approved barrier and latest Standard Plans.
        - Roadway plans required updating fill limits and MGS limits due to new hinge requirements behind railing.
        - Bridge deck required redesign to accommodate new barrier anchorage.
        - CAD design files no longer supported by CAD manufacturer. Additional time has been spent converting/migrating files into new software and confirming compatibility.

The Consultant has determined that the additional cost is as follows:

Total increase of Fifty-One Thousand Six Hundred Dollars ($51,600.00)

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

   a. Section 2.1 is amended to read as follows:

   Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's compensation shall in no case exceed Seven Hundred Seventy-Four Thousand Eight Hundred Fifty-Three and Sixty-Two Cents ($774,853.62).

3. **Effectiveness of Agreement:** Except as set forth in this Fifth Amendment of Agreement, Fourth Amendment dated February 7, 2023, Third Amendment dated September 28, 2022, Second Amendment dated May 22, 2015, and First Amendment dated November 1, 2013, all provisions of the Agreement dated June 24, 2011, shall remain unchanged and in full force and effect.

CONTRACTOR:

Consor North America Inc.

By:_____
Name: Jason Jurrens
Title: California Regional Manager
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:

COUNTY:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

10117 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
916.368.9181

February 28, 2025

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

RE: Keddie Resort Road Bridge Replacement Project - Amendment No. 5 Request (County Contract No. P.W.R.D 11-069)

Dear Mr. Thorman,

Consor Engineers, LLC (Consor) respectfully requests an amendment to the contract for the Keddie Resort Road Bridge Replacement Project. The purpose of the amendment is to account for the additional effort required above what was originally anticipated to complete the PS&E package. Specifically, the additional effort includes the following:

- Additional changes to both roadway and bridge design may be required as result of change in MASH approved barrier and latest Standard Plans.
- Roadway plans required updating fill limits and MGS limits due to new hinge requirements behind railing.
- Bridge deck required redesign to accommodate new barrier anchorage.
- CAD design files no longer supported by CAD manufacturer. Additional time has been spent converting/migrating files into new software and confirming compatibility

For all the above-mentioned services, Consor is requesting an amendment approval in the amount of $51,600. A detailed scope of work and proposed cost breakdown is included with this submittal. The contract summary, including original contract, and proposed effort included in this amendment is as follows:

Current Contract not to exceed amount	**$524,003.37**
Amendment No. 2 not to exceed amount:	**$125,000.00**
Amendment No. 3 not to exceed amount:	**$67,035.00**
Amendment No. 5 not to exceed amount:	**$51,600.00**
Total Project Not-to-Exceed Contract amount	**$ 768,988.37**

If you have any questions or require additional information, please contact me anytime.

Sincerely,
Consor North America

Scott McCauley, PE Project Manager
916-461-9069 | scott.mccauley@consoreng.com

10117 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
916.368.9181

SCOPE OF WORK

PS&E PHASE

This work plan is based on our understanding of the current state of the project and the items required to finalize the PS&E phase for the project. Below is a list of itemized tasks that includes additional scope and anticipated deliverables for this phase.

Task 1 – Project Management

Additional Project Management is required due to the timing of the project beyond the originally expected timeframe and the changes mentioned herein. This includes project management, tracking, and communication of project engineering design budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders, and the entire Project Development Team (PDT).

Task 1 Total = $6,306

Task 2 – Revise/Update Plans

Additional changes to both roadway and bridge design may be required as result of change in MASH approved barrier and latest Standard Plans. Roadway plans required updating fill limits and MGS limits due to new hinge requirements behind railing. The bridge deck also required redesign to accommodate new barrier anchorage. This resulted in thicker deck and checking the bridge details.

CAD design files no longer supported by CAD manufacturer. Additional time was been spent converting/migrating files into new software and confirming compatibility. This effort was already spent and resulted In exceeding the previously authorized task budget.

Task 2 Total = $28,305

Task 3 - Calculations Revisions

Bridge design calculation revisions required additional effort than what was previously anticipated. Additional effort was required to account for Increasing the deck thickness and checking the moment slab. bridge design calculations and independent check calculations will be updated with the barrier revisions. Changes to calculations and plans will be reviewed and reconciled between designer and independent checker. For this task, it is assumed all design criteria is current and will not require updating, including seismic design.

Task 3 Total = $16,728

Task Budget Summary

Task No.	Task Name	Budget
1	Project Management	$ 6,306
2	Revise/ Update Plans	$ 28,305
3	Calculation Revisions	$ 16,728
	ODC	$ 261
	Total	**$51,600**

Cost Proposal

Task No.	TASKS	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Professional Engineer	Engineering Designer	Senior CAD Designer	CAD Technician	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	DEA	Mark Thomas	Subconsultant Subtotal
	Project Number: D10Q225CA	Project Name: Keddie Resort Road Bridge Replacement Project																		
		PriEn	SAM	KJG	SeEn	PrEn	EnDe	CADm	CADt		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier						
No.	Initial Hourly Rate	$115.65	$94.20	$98.00	$87.02	$61.82	$45.28	$57.00	$41.50											
	Key Personnel	No	No	No	No	No	No	No	No											
	Prevailing Wage	No	No	No	No	No	No	No	No											
												2.4295	12%	2.7210						
1.0	Project Management		24							24	$2,261	$5,493	$659.14	$6,152	$6,306	$ 6,306	24			$0
2.0	Revise/ Update Plans				24	40	40	8	80	192	$10,148	$24,656	$2,958.69	$27,614	$28,305	$ 28,305	192			$0
3.0	Calculation Revisions			12		24	8			44	$3,022	$7,342	$881.01	$8,223	$8,428	$ 8,428	44	$8,299		$8,299
4.0	Utility Coordination									0	$0	$0	$0.00	$0	$0	$ -	0			$0
5.0	Revise/ Update Specifications									0	$0	$0	$0.00	$0	$0	$ -	0			$0
6.0	Revise/ Update Quantities and Estimate									0	$0	$0	$0.00	$0	$0	$ -	0			$0
7.0	Re-submit 100% PS&E									0	$0	$0	$0.00	$0	$0	$ -	0			$0
8.0	Address County Comments									0	$0	$0	$0.00	$0	$0	$ -	0			$0
9.0	Expedite PS&E/ RE Pending File									0	$0	$0	$0.00	$0	$0	$ -	0			$0
	Subtotal - Hours	**0**	**24**	**12**	**24**	**64**	**48**	**8**	**80**	**260**	**$15,431.28**	**$37,490.29**	**$4,498.83**	**$41,989.12**	**$43,039**	**$ 43,039**	**260**			0
	Anticipated Salary Increases										**$385.96**	**$937.69**	**$112.52**	**$1,050.22**						
	Other Direct Costs										**261**			**$261.45**	**$261.45**					0
	Total Cost	$0	$2,261	$1,176	$2,088	$3,956	$2,173	$456	$3,320	**$15,431**	**$15,817**	**$38,428**	**$4,611**	**$43,301**	**$43,301**			**$8,299**	**$0**	**$8,299**

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Keddie Resort Road Bridge Replacement Project

Consultant Consor North America, Inc.

Project No. D10Q225CA Contract No. 0 Date 1/1/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer		Principal Engineer	PriEn	0	$ 115.65	$80 - $170	$ -
Principal Engineer		McCauley, Scott	SAM	24	$ 94.20	$80 - $170	$ 2,260.88
Senior Engineer		Gallagher, Kelly	KJG	12	$ 98.00	$55 - $125	$ 1,176.00
Senior Engineer		Senior Engineer	SeEn	24	$ 87.02	$55 - $125	$ 2,088.48
Professional Engineer		Professional Engineer	PrEn	64	$ 61.82	$45 - $100	$ 3,956.48
Engineering Designer		Engineering Designer	EnDe	48	$ 45.28	$35 - $95	$ 2,173.44
Senior CAD Designer		Senior CAD Designer	CADm	8	$ 57.00	$50 - $100	$ 456.00
CAD Technician		CAD Technician	CADt	80	$ 41.50	$30 - $65	$ 3,320.00
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
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			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			Subtotal:	260			$ 15,431.28

LABOR COSTS

a) Subtotal Direct Labor Costs $ 15,431.28

b) Anticipated Salary Increases (see page 2 for calculation) $ 385.96

c) **Total Direct Labor Costs** [(a) + (b)] $ 15,817.24

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%):

e) Total Fringe Benefits [(c) x (d)] $ 6,168.72

f) Overhead (Rate: 103.95%):

g) Overhead [(c) x (f)] $ 16,442.02

h) General and Administrative (Rate: 0.00%):

i) Gen & Admin [(c) x (h)] $ -

j) Total Indirect Costs [(e) + (g) + (i)] $ 22,610.74

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%] $ 4,611.36

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	350	Miles	$ 0.700	$ 245.00
Per Diem/Hotel		Day	$ -	$ -
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous	1		$ 16.45	$ 16.45
			l) **TOTAL OTHER DIRECT COSTS**	$ 261.45

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

DEA		$ 8,299.21
Mark Thomas		$ -
0		$ -
0		$ -
0		$ -
0		$ -
0		$ -
0		$ -
0		$ -
	m) **TOTAL SUBCONSULTANTS' COSTS**	$ 8,299.21
	n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS** [(l)+(m)]	$ 8,560.66
	TOTAL COST [(c) + (j) + (k) + (n)]	$ 51,600.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 15,431.28		260	=	$59.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$59.35	+	5%	=	$62.32	Year 2 Avg Hourly Rate
Year 2	$62.32	+	5%	=	$65.44	Year 3 Avg Hourly Rate
Year 3	$65.44	+	5%	=	$68.71	Year 4 Avg Hourly Rate
Year 4	$68.71	+	5%	=	$72.15	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	260	=	130	Estimated Hours Year 1
Year 2	50.00%	*	260	=	130	Estimated Hours Year 2
Year 3	0.00%	*	260	=	0	Estimated Hours Year 3
Year 4	0.00%	*	260	=	0	Estimated Hours Year 4
Year 5	0.00%	*	260	=	0	Estimated Hours Year 5
	Total		Total	=	260	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$59.35	*	130	=	$7,715.64	Estimated Hours Year 1
Year 2	$62.32	*	130	=	$8,101.60	Estimated Hours Year 2
Year 3	$65.44	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$68.71	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$72.15	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$15,817.24	
			Direct Labor Subtotal before Escalation	=	$ 15,431.28	
			Estimated total of Direct Labor Salary Increase	=	**$385.96**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

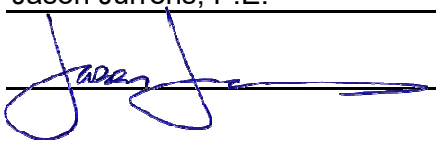
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 1/1/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

0

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _ David Evans and Associates, Inc._____ _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Sr. Bridge Engineer)	Brett Karnes	40	$ 68.30	$ 2732

LABOR COSTS

a) Subtotal Direct Labor Costs $ 2732

b) Anticipated Salary Increases (see page 2 for calculation) $ 0

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 2732**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0%) e) Total Fringe Benefits [(c) x (d)] $ **0**

f) Overhead (Rate: 175.38%) g) Overhead [(c) x (f)] $ 4791.38

h) General and Administrative (Rate: 0%) i) Gen & Admin [(c) x (h)] $ 0

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$ 4791.38**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.0%] **$ 752.39**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
FCCM (Applied to DL only)	DL$'s Line C	0.86 %	$0.86%	$23.50
Equipment Rental and Supplies			$	$0
Permit Fees			$	$0
Plan Sheets			$	$0
Test			$	$0

l) **TOTAL OTHER DIRECT COSTS** $23.50

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

m) **TOTAL SUBCONSULTANTS' COSTS** $

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $23.50

TOTAL COST [(c) + (j) + (k) + (n)] $ 8299.21

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	5000	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *:_____

Signature : _____ Date of Certification (mm/dd/yyyy):_____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323

COPY

ROBERT A. PERREAULT Jr.
DIRECTOR

MARTIN BYRNE
ASST. DIRECTOR

JOE BLACKWELL
DEPUTY DIRECTOR

June 24, 2011

PWRD 11-069

Steve Mellon, P.E.
Quincy Engineering, Inc.
3247 Ramos Circle
Sacramento, CA 95827-2501

RE: Keddie Resort Road Bridge Project in Plumas County
Professional Services Agreement

Dear Steve:

Enclosed, for your files, please find one (1) fully executed duplicate original contract for the above captioned project in the base contract amount of Five Hundred Twenty Four Thousand Three Dollars and Thirty Seven Cents ($524,003.37).

If you have any questions, please do not hesitate to telephone me at (530) 283-6268.

Very truly yours,

Robert A. Perreault

Robert A. Perreault, Jr., P.E.
Director of Public Works
Plumas County

Enclosure

cc: John Mannle

U.S. P[Service™ Delivery Confirmation™ Receipt

Pos[and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

STEVE MELLON
QUINCY ENGINEERING
3247 RAMOS CIRCLE
SACRAMENTO, CA 95827

DELIVERY CONFIRMATION NUMBER: 0308 3390 0000 4418 3998

QUINCY CA
Postmark Here
JUN 24 2011
USPS - 95971

POSTAL CUSTOMER:
Keep this receipt. For Inquirie
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)
☒ Priority Mail™ Service
☐ First-Class Mail® parcel
☐ Package Services parc[

PS Form 152, May 2002

PROFESSIONAL SERVICES AGREEMENT

Keddie Bridge in Plumas County, California
Bridge No. 9C-0034
on Keddie Resort Road (County Route #415) PWRD 11-069
Over the Spanish Creek

THIS AGREEMENT is made and entered into this 24TH day of JUNE, 2011 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and QUINCY ENGINEERING, INC., a California Corporation ("Consultant").

W I T N E S S E T H :

WHEREAS, County proposes to have Consultant perform professional engineering services, including environmental clearance studies (NEPA/CEQA), bridge type selection and design for the replacement of the Keddie Bridge, Bridge No. 9C-0034, on Keddie Resort Road in Plumas County, California, over the Spanish Creek River, as described herein below; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Consultant desire to contract for specific services in connection with the project described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any other person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's compensation shall in no case exceed Five Hundred Twenty Four Thousand Three Dollars and Thirty-Seven Cents ($524,003.37).

2.2 Contingency of Funding. Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds through the Highway Bridge Program to Plumas County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Exhibit "A" unless the County, acting through its Director of Public Works, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more than once monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any Additional Services approved pursuant to Section 2.3 and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from payment of the final invoice.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C, attached hereto, as Exhibit "C" and incorporated herein by reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until completion until the scope of work is completed and the payment of the final invoice is mailed processed by the County, or as otherwise terminated as provided herein.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder, up to the effective date of termination of this Agreement, consideration shall

be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein, whether delivered to the County or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. Consultant and County agree to the following with respects to insurance provided by Consultant:

(a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.

(b) All policies required by this section shall be endorsed to state that County shall be provided with written notice thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage. Consultant shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by

or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

(c) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant, or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.

(d) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

(e) Workers compensation policies and professional liability policies shall be endorsed to state that Consultant waives its right to subrogation against the County.

5.3. Certificates of Insurance. Consultant shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County Counsel, prior to commencing or performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Plumas County Director of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative, for purposes of this Agreement, who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers.

The Director of Public Works shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with the County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices.

Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Steve Mellon P.E.
Quincy Engineering, Inc.
3247 Ramos Circle
Sacramento, CA 95827-2501
Tel. (916) 368-9181
Fax. (916) 368-1308
E-Mail: stevem@quincyeng.com

IF TO COUNTY:

Robert A. Perreault, Jr., P.E.,
Director of Public Works
1834 East Main Street
Quincy, CA 95971
Telephone: (530) 283-6268
Facsimile: (530) 283-6323
E-Mail: bobperreault@countyofplumas.com

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, and indemnify, and hold harmless the County of Plumas, and all of its officers, directors, representatives, attorneys, agents, employees and consultants (including without limitation County consultants) and agents, including but not limited to the County Board of Supervisors, County consultants, Project Manager and all other County Representatives (singularly and collectively referred to as "County Party" or "County Parties") from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Scope of Work, failure to perform the Scope of Work, or condition of the Scope of Work which is caused in whole or part by any act, omission or negligence of Contractor, subcontractors (of any tier), designers, suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused by the concurrent negligent act or omission, whether active or passive, of County Parties, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on County Parties. Provided, however, that the indemnification in this Agreement shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one County Party was caused solely by the negligence or willful misconduct of that County Party. In that event, however, this indemnification shall remain valid for all other County Parties.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by

County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, (unless specifically stated in this Agreement to the contrary) the terms and conditions in this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing, executed by the parties hereto or their respective successors and assigns, may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate 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 by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

RECOMMENDED AS TO SCOPE OF WORK:

Director of Public Works — Date: JUNE 20, 2011

APPROVED AS TO FORM:

County Counsel — Date: 6/23/2011

AGREED TO BY:

County Administrative Officer — Date: JUNE 24, 2011

CONSULTANT
QUINCY ENGINEERING, INC.

Signature — Date: 12-14-10
John S. Quincy, President

Signature — Date: 12/14/10
Steve Mellon, Director of Corp. Marketing

680269312
Taxpayer ID Number

Dec 2010

EXHIBIT A

SCOPE OF WORK

Exhibit A - Scope of Work

The Keddie Road Bridge replacement project is expected to consist of a single-span concrete or steel bridge set on high seat cantilever abutments, either on a slightly skewed adjacent alignment, or in the same location as the existing bridge. Tall retaining walls may be required at each abutment. The project also includes approximately 600 to 800 feet of approach roadway, and appurtenant details such as short length retaining walls to support abutment fill, drainage, roadway signing, and traffic handling.

Key personnel on the Team will implement a Project Management approach. The Consultant will ensure a successful project delivery, on time and within budget, and will fulfill the County's needs. The Consultant's approach incorporates the following:

- Knowledge of Caltrans procedures
- Working relationship with Caltrans District 2
- Effective communication with Plumas County and other stakeholders
- Timely approvals
- Anticipate and respond to issues before they become problems
- Process and technical innovations
- Management and design efficiency with time and cost savings to the County
- Managing change

The Consultant's approach for this project is as follows:

ALL PHASES

TASK 1 – Initiate Project

Task 1.1 – Finalize Project Scope

The complete project scope for this bridge replacement project will be reviewed and finalized with the County at the kick-off meeting.

Engineering Task 1.2 – Kick-off Meeting

The County and Consultant agree that it is very important for key personnel from Plumas County (County) and the Quincy Engineering Team (Consultant) to thoroughly discuss the project background, scope, concepts, schedule, and management, and gather all existing information about this project that has not been previously obtained. It is our understanding that the Consultant will prepare the project's environmental documents and obtain the necessary permits from the various affected agencies (State Department of Fish and Game, U.S. Army Corps of Engineers, State Department of Water Resources, and California Regional Water Quality Control Board).

Task 1 Products:

- *Final Scope/Schedule*
- *Kick-off Meeting*
- *Existing Information Review*
- *Field Review*

Consultant will assist with funding applications and required Caltrans documentation.

County and Consultant agree that all affected agencies are brought on board early in the project and are kept well informed as project development proceeds. As part of this task, we propose County and Consultant agree to conduct a kick-off meeting to bring the County, Consultant's Team, and all interested parties together to form a cooperative effort toward timely completion of this project.

Task 1.3 - Preliminary Research

In addition to the information provided at the kick-off meeting, all available pertinent existing information from local, state, and federal agencies will be obtained. As an example, Consultant will contact FEMA to obtain any available hydraulic models for Spanish Creek.

Task 1.4 - Field Investigation

Immediately following the Kick-off Meeting, a site visit will be conducted with Consultant's Team, County staff, and other project stakeholders. The purpose of the site visit is to highlight existing conditions, identify potential conflicts, and record significant project features.

Task 1.5 - Project Schedule

A project schedule showing each task, start and end dates, and task duration is included as Exhibit C. During the term of this contract, the schedule will be updated by the Consultant and coordinated with the County, as appropriate. The County will be notified immediately of any problems that may adversely impact the project schedule.

TASK 2 – Project Management

Task 2.1 – Project Management

The Consultant's design process is carried out under procedures which closely parallel those of local agencies and Caltrans. The Consultant's Management Plan outlines areas of responsibility for key people during the design process and describes Quality Assurance/Quality Control procedures for independent design checks and reviews, as well as the administrative guidelines dealing with signatures, approvals, and records.

Task 2.2 - Progress Meetings

Consultant will work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. Consultant anticipates up to 8 regular meetings, held approximately every 3 to 4 months or at critical milestones, to discuss the project status and to review work in progress.

PHASE 1 - PRELIMINARY ENGINEERING & STUDIES

TASK 3 - Topographic Survey, Stream Cross-Sections, & Preliminary Right-of-Way (by County)

Task 3.1 – Survey, Cross-Section & Right-of-Way Information

The County will provide all survey, cross-section and right-of-way information as necessary for the project PS&E development and right-of-way engineering. The following is a general description of what is anticipated:

Topographic Survey: A detailed topographic survey covering a strip 200 feet wide based on the recommended alternative. Semi-permanent horizontal and vertical control points will be placed during the course of the design survey. Mapping will be delivered as both a hardcopy and a AutoCAD file which includes all point data obtained.

Task 3 Products:

- *Topographic Survey (By County)*
- *Stream cross sections (By County)*
- *Existing ROW information (By County)*

Stream Cross-Sections: As part of the topographic mapping, six cross-sections will be provided of the stream – three upstream and three downstream of the proposed bridge at locations to be defined by the Hydraulics Engineer in the field, within 500' upstream and downstream of the proposed bridge site. These sections will be used as stream-modeling data for determining water surface profiles in the Hydraulic Study.

Preliminary Right-of-Way: Existing right-of-way and adjoining property information will be obtained from the County and public records and placed on the project base map by the County.

Task 4 - Location Hydraulic Report & Hydraulic Design Report

Task 4.1 – Location Hydraulic Report & Hydraulic Design Report

Location Hydraulic Studies (LHS) and Design Hydraulic Studies (DHS) are required by the Federal Highway Administration and Caltrans for bridges using federal funds. According to the Caltrans *Local Programs Manual*, Location Hydraulic Studies need to provide the following information:

- A brief description of the hydrology;
- Description of the type of traffic using the route;
- Comments on constraints that influence selection of available alternatives;
- Location of property at risk;

Task 4 Products:

- *Draft and Final Design Hydraulic Study Report (DHS)*

- Estimate of potential damage to property at risk; and
- Discussion of the environmental impacts.

The following information will be gathered during the initial site visit: recent high water marks (if possible), documentation of existing stream and floodplain conditions and identify survey requirements for hydraulic modeling purposes, and photographs of the bridge site. Any additional information not already in Consultant's files available from Plumas County (previous related reports, historic photographs, etc.) will be collected during the initial meeting. This will include applicable local ordinances, codes and regulations that may affect bridge design.

Hydrologic Analysis: A hydrologic analysis will be performed by the Consultant to identify the standard design flood (most probable 50-year flood) and base flood (most probable 100-year flood) to meet the recommended requirements of Caltrans and FHWA. These floods will be determined, as required by Caltrans and FHWA, using at least two independent methodologies including translation, application of regional equations, and consideration of previously prepared hydrologic analysis if available and appropriate. If possible, Consultant will identify the flood of record. A flood frequency curve for the subject stream or river at the project site will be prepared by the Consultant.

Existing Condition Hydraulic Analysis: An existing condition backwater model will be created at the project site to identify and document existing flood hydraulic conditions. If possible, this model will be calibrated to known high water. The Corps of Engineer's HEC-RAS backwater model will be used for this analysis. Existing condition water surface profiles for the most probable 50- and 100-year floods, flood of record, and the flow of the overtopping flood will be identified, as appropriate.

Preliminary Project Hydraulic Analysis: Backwater models at the project site will be set up representing up to two candidate replacement structures. Water surface elevations of the floods of concern will be determined in order to design the replacement bridges and identify the impacts, if any, of the candidate structures on the water surface elevations. This information, along with other hydraulic information which may be of concern to design of the replacement bridge, will be presented in a memorandum (this memorandum, when supplemented with economic and other project considerations from other disciplines, can be used to complete a Location Hydraulic Study).

Preferred Project Hydraulic Analysis: After selection of a preferred replacement bridge configuration, a final backwater model representing the preferred bridge and including additional project details will be prepared. This model will identify the water surface profiles of the Design Flood, Base Flood and other floods of significance to design of the preferred bridge. It will also identify the appropriate minimum soffit elevation to meet currently recommended design standards of Caltrans and FHWA and, if appropriate, identify hydraulic design exceptions necessary for approval of the preferred bridge. Finally, the effects of the preferred bridge on risk of flood damage to structures in the floodplain will be identified. Figures showing flood profiles and stage-discharge curves as appropriate will be presented in the hydraulic report.

Scour and Erosion Analysis: The potential local scour will be estimated using methods presented in FHWA HEC-18. The analysis will determine the potential for channel instability considering historic changes in channel geometry and land use using the Type 1 qualitative analysis described in FHWA HEC-20.

Reports: Comprehensive draft and final Design Hydraulic Study Report (DHS) reports for the preferred project will be prepared. The report will be prepared in a semi-tabular format with sections including: Executive Summary, Introduction, Description of basin, Description of stream and site, Hydrologic analysis, Hydraulic analysis, Scour and erosion, Other considerations, and Conclusions and Recommendations.

The DHS report will address the appropriate concerns presented in the Caltrans Local Programs Manual as well as those of other agencies and identified during the initial meeting.

The report will be written to clearly identify the requirements of each agency and identify how the proposed project meets the requirements of each agency. Photos and figures will be included where appropriate.

The Location and Design Hydraulic Study will be performed by Pacific Hydrologic Incorporated.

TASK 5 – Environmental Studies

Caltrans Environmental Review Process

Following the kick-off meeting, Consultant will prepare draft APE maps and PES forms that include the project-specific detail that Caltrans District 2 staff will require. By providing completed PES forms and detailed APE maps for the field review meetings with Caltrans, Consultant may be able to obtain approval in the field, which allows for technical studies to commence immediately.

The environmental studies and documentation will be performed by North State Resources with JRP Historical Consulting.

Environmental Start-Up: In preparation of the kick-off meeting, NSR will review the draft Preliminary Environmental Study (PES) form previously prepared by the County and provide any pertinent comments. NSR will provide copies of a revised PES form, if necessary. At the kick-off meeting, all information related to the environmental process not previously obtained will be collected and reviewed. Participants will then discuss the following: planning for field review with Caltrans; initial identification of issues; scope of technical studies; approaches to CEQA/NEPA compliance; and schedule for submittals. We will identify key participants from the involved agencies and define project communication protocols. The desired outcome of this meeting is for the Project Team to have a shared understanding of the preferred alternative or alternatives for the project, which then forms the basis for the revised PES forms and draft APE maps.

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an initial study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies.

Task 5 Products:

- *Area of Potential Effect (APE) Map*
- *Project Description*
- *Preliminary Environmental Study (PES) Form*
- *Draft and Final Natural Environment Study (NES) Report (5 copies)*
- *Draft and Final Wetland Delineation Report (5 copies)*
- *Water Quality Study*
- *Draft and Final Archaeological Survey/Historical Property Survey Report (ASR/HPSR) (5 copies)*
- *Location Hydraulic Study and Summary of Floodplain Encroachment Report forms (1 copy)*
- *Administrative Draft Initial Study (5 copies)*
- *Draft Initial Study/Mitigated Negative Declaration (30 copies)*
- *Final Initial Study/Mitigated Negative Declaration (15 copies)*
- *Mitigation Monitoring and Reporting Plan (MMRP) (15 copies)*
- *Categorical Exclusion Determination Form*

Task 5.1 – APE Map and Project Description

An Area of Potential Effect (APE) Map will be developed as one of the first tasks performed. The limits of the APE will be determined based on our knowledge of the site, our experience with similar projects, and input from the County. This map will include the entire area that will be affected by the project, including the contractor's staging area (if appropriate). Aerial imagery (if available) will be geo-referenced into the map to tie it to a real-world coordinate system.

A detailed project description will be prepared identifying the project's purpose and need, construction equipment that may be used, construction timing, contractor's staging area (if appropriate), and the limits of construction activities.

Task 5.2 – Caltrans Field Review Meeting

The next step of the environmental process involves finalizing the PES forms and draft APE maps and participating in a field review meeting with County and Caltrans representatives. The completed draft PES forms and draft APE maps will be distributed the County and Caltrans for review prior to a site visit/meeting to facilitate informed and focused discussions at each bridge site. The site visit/meeting will focus on finalizing the PES forms, verifying the APE map, identifying issues of concern and required technical studies, and confirming the appropriate level of NEPA documentation. The PES forms and APE maps will likely be able to be signed by County and Caltrans representatives at the site visit, which will help advance the schedule and keep the environmental review process on track.

Task 5.3 – Public Notice Pursuant to Federal Executive Orders

Since the project may encroach upon a floodplain or wetland resource, NSR will assist the County with the preparation of a public notice, per the guidance for Federal Executive Orders 11990 (Wetlands) and 11988 (Floodplain Involvement). NSR will submit an electronic version of the draft notice to the County. The County will be responsible for circulating the public notice in the local newspaper. Documentation that the public notice was circulated in the newspaper (e.g., Affidavit/Certificate of Publication) will need to be provided to Caltrans to ensure compliance with these two Federal Executive Orders.

Task 5.4 – Technical Studies

The work plan described below is based on a preliminary assessment of project issues by the Consultant and will need to be reviewed and approved by Caltrans staff as part of the PES approval process. As a result, the final work plan for this task may need to be refined following approval of the PES form. All technical studies will be prepared according to current Caltrans District 2 and FHWA standards. It is anticipated that the following environmental studies will be required:

Task 5.4.1 – Prepare Natural Environmental Study (NES) Report

NSR will characterize biological resources in the project Biological Study Area (BSA) and vicinity; assess project impacts to these resources; and identify general mitigation measures, if necessary. NSR will consult appropriate agencies, including the California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS); search the California Natural Diversity Database (CNDDB); request a formal list of special-status species with potential to occur in the project vicinity from the USFWS; conduct a reconnaissance-level field investigation; and conduct a two-visit botanical survey in the spring of 2011 for both special-status plant species and noxious weed species (Federal Executive Order 13112 [Invasive Species]). Locations of significant biological resources, including observations of special-status species and/or suitable habitat, will be identified on an appropriate base map provided by the County.

No formal special-status wildlife species surveys are proposed as part of this subtask; however, NSR would be available to conduct focused surveys (on an additional time and materials basis, per agreement with the County) if required by the resource agencies during the environmental review process.

Based on the location within designated critical habitat and proximity to a known nesting territory, NSR will conduct a northern spotted owl habitat assessment. The habitat assessment will cover a 0.25-mile radius around the project site and consist of site visit and review of aerial photography to determine if suitable nesting, roosting and foraging habitat for northern spotted owl is present. The results of the habitat assessment will be summarized in a letter report and submitted to Caltrans and the USFWS. Based on the results of the habitat assessment and subsequent direction provided by Caltrans and the USFWS, protocol-level spotted owl surveys may be required. The scope of work to complete protocol-level surveys is provided as Optional Task A below.

Following the completion of the literature review, conversations with resource agency staff, field surveys, NSR will prepare a NES report documenting the findings of the biological characterization, plant survey, northern spotted owl habitat assessment, and wetland delineation. The NES will be prepared in accordance with the Caltrans Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports (March 1997). If determined to be necessary based on results of the habitat assessment, the NES will also include a summary of the Section 7 consultation process for northern spotted owl (see Optional Task B below).

Task 5.4.2 – Prepare Wetland Delineation Report

NSR will delineate the boundaries of federal jurisdictional waters, including wetlands and the ordinary high water mark of Spanish Creek, within the project BSA, using methods prescribed by the ACOE. Maps will be prepared, utilizing GPS and GIS technology, on base topographic maps of the project site and/or aerial photographs of the site provided by the County. Results of the delineation will be provided in a report, which will be provided to ACOE (Sacramento District – Redding Field Office) with a written request for verification for approval on behalf of the County. NSR will conduct a field review with ACOE personnel, if requested.

Task 5.4.3 – Archaeological Survey Report/Historical Properties Survey Report

The Caltrans programmatic agreement process per the Caltrans/FHWA/SHPO MOU will be followed. To inventory all locatable cultural or historical resources within the study area NSR will complete a Cultural and Historical Resources Inventory that includes the following Section 106 compliance activities.

Records Search. In accordance with 36 CFR 800.4(a)(2-4), 36 CFR 800.4(b), 48 FR 44716, the State Historic Preservation Officer (SHPO), FHWA, and Caltrans guidance, the following inventories, facilities, and persons will be consulted:

- National Register of Historic Places and updates
- California Register of Historical Resources
- California Inventory of Historic Resources
- California Historical Landmarks
- The Northeast Information Center (Chico State University) of the California Historical Resources Information System
- Plumas County National Forest

In order to provide significant contextual and thematic background information archival historical research will be performed at local historical societies and libraries. As part of the archival research, soils surveys and other geological information will be consulted to determine the age of local landforms and the potential for naturally buried archaeological resources to occur n the project area.

Informal Consultations. As part of the minimal required discovery process, form letter notifications, telephone calls, and/or personal communications will be made with local historical societies, local Native Americans, pertinent government agencies (i.e., Native American Heritage Commission), and other interested groups.

Archaeological Survey. Once the APE map is approved by the County and Caltrans, a pedestrian survey of the study area will be conducted to complete the required discovery process. The reconnaissance-level survey will be conducted by walking systematic transects over accessible and sensitive landforms. The pedestrian survey will identify:

- the presence or absence of cultural resources visible on the surface at the project site;
- the present condition of the local environment;
- environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water, etc.); and
- environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Archaeological Survey Report. Results of the discovery process will be presented in the standard Caltrans Archaeological Survey Report (ASR) format. The ASR will document both positive and negative archaeological survey results (it does not evaluate sites or significance of impacts). The ASR demonstrates that a reasonable effort has been made to identify archaeological properties, commensurate with the scale and scope of the undertaking. NSR will provide an administrative draft ASR for review and approval by the County, incorporate revisions, and provide the County with a draft ASR for submittal to Caltrans for review and approval. NSR will review and respond to Caltrans comments and prepare a final ASR.

Historic Property Survey Report. NSR will prepare a Historic Property Survey Report (HPSR) which summaries the results of the ASR and historic resources evaluation report (HRER), if applicable. The HPSR is used by Caltrans to document completion of the cultural resource identification phase, completion of the National Register eligibility evaluation of the resources within the project APE (if any), and, when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. NSR will provide an administrative draft HPSR for the County review and approval, incorporate revisions, and provide the County with a draft HPSR for submittal to Caltrans for review and approval. NSR will review and respond to Caltrans comments and prepare a final HPSR.

Task 5.4.4 – Prepare Historical Resources Evaluation Support

JRP will provide services regarding historic architectural resources under contract to NSR for project compliance with Section 106 of NHPA and CEQA as they pertain to historical resources. At this time, the APE for historic architectural resources is assumed to include only the bridge. If the adjacent property, the former Keddie Resort, is within the APE, JRP will prepare a Historical Resources Evaluation Report (HRER) to establish whether the former resort is eligible for listing in the National Register (see Optional Task C below).

JRP's contribution to the HPSR will follow Caltrans' guidelines set forth in the Standard Environmental Reference, Volume 2, Cultural Resources Procedures and the procedures set forth in the Section 106 PA. JRP will undertake the following tasks:

- Establish APE. JRP will assist NSR and QEI in the preparation of the APE for historic architectural resources that could be affected by the project.
- Conduct public participation. As part of the project requirements for Section 106 compliance, JRP will send out letters regarding the project to parties interested in historic architectural resources and collect responses.
- Review previous documentation and studies. JRP will review previously prepared documentation regarding historic architectural resources in the APE.
- Conduct on-site inspection. JRP will visually inspect and confirm the APE boundaries.
- Prepare HPSR. JRP will assist NSR in preparing the HPSR (short form) in regard to historic architectural resources.

Task 5.4.5 – Prepare Floodplain Encroachment Form

For purposes of this work plan, NSR assumes that there will be minimal to no flood risk associated with the proposed project. In the event that the flood risk is high or uncertain, the Consultant recognizes that a floodplain evaluation report will need to be prepared, with the conclusions incorporated into the NEPA document. Such work, and additional cost, will be added to the contract by formal amendment. For any significant floodplain encroachment that cannot be avoided, then an "Only Practicable Alternative Finding" will need to be obtained from Caltrans.

Using information contained in the Hydraulic Study Report, NSR will complete the Location Hydraulic Study and Summary of Floodplain Encroachment Report forms and submit to QEI for review and signature by a registered engineer. The forms and hydraulic study report will be submitted to the County for review and submitted to Caltrans for review and approval.

Task 5.5 – CEQA/NEPA Documentation

Under this Task, NSR will document CEQA and NEPA compliance for the project. Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an initial study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the results of the IS and associated technical studies identified under Task 6. NEPA approval will be in the form of a CE supported by technical studies. NSR, working in close coordination with the County and Caltrans, will prepare an administrative draft IS. Consultant will circulate the administrative draft IS for review and comment by the County and Caltrans.

Task 5.5.1 – Prepare Administrative Draft Initial Study

NSR will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies (ASR, HRER, NES, wetland delineation, etc.), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to fully address all potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County for review and comment. Consultant will also circulate the administrative draft IS to other responsible agencies, as deemed appropriate by the County.

Task 5.5.2 – Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration

After the County and other potential responsible agencies complete their review of the administrative draft IS, NSR will incorporate their comments into a public draft IS, making certain to include any needed or proposed mitigation measures. NSR will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration. Consultant will bind this document together with the draft IS, and begin public notification of the availability of the environmental document. In addition, Consultant will complete the Notice of Completion (NOC) form an behalf of the County and submit to the State Clearinghouse along with 15 copies of the IS/MND. Consultant recommends the County provide, at a minimum, a 30-day public comment period.

Task 5.5.3 – Prepare Final Initial Study/Mitigated Negative declaration

Assuming comments warranting substantial revision or recirculation of the IS are not received, then NSR will complete the following:

After the close of the public comment period, NSR will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided. (Note: the level of effort to respond to comments assumes up to 32 hours of technical staff time. Additional budget may be required if extensive and substantive comments are received.) Consultant will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

Task 5.5.4 – Prepare Mitigation Monitoring and Reporting Plan

A Mitigation Monitoring and Reporting Plan (MMRP) shall be prepared by NSR that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP would be included as an appendix to the final environmental document.

Task 5.5.5 – Coordinate Final CEQA and NEPA Approval

NSR will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a negative declaration with mitigation, would be obtained at a regularly scheduled meeting of the County Board of Supervisors. CEQA requires that the lead agency file a Notice of Determination (NOD) with the County Clerk and with the State Office of Planning and Research after deciding to approve a project for which a negative declaration has been adopted. NSR will assist the County with preparing the NOD.

NSR will complete the Categorical Exclusion Determination Form, including the complete summary of environmental commitments, and submit to Caltrans for review and final approval of the NEPA CE.

Tasks Excluded From This Work Plan

Compensatory mitigation may be required for some of the project impacts identified by NSR during this analysis. Because the requirements for and extent of the required mitigation cannot be estimated at this stage of analysis, preparation of detailed plans to mitigate impacts to jurisdictional waters or other biological or cultural resources is excluded from the work plan, except as described above. Also excluded, except as provided above, are any technical studies or permit applications not explicitly described. These include, but are not limited, to the following: Section 4(f) evaluation; farmland impact study; community impact assessment; relocation impact study; traffic studies; air quality analysis; noise analysis; visual simulation; historic resources assessment; State Reclamation Board Encroachment Permits; and County compliance with FEMA's National Flood Insurance Program and preparation of a letter of map revision.

Optional Task(s) (To be added to the contract scope of work via formal amendment to the contract, if deemed necessary by the County.)

If determined to be necessary by Caltrans District 2 Local Assistance, based on the Caltrans field review meeting, NSR would be available to complete the following optional tasks.

Optional Task A – Northern Spotted Owl Surveys

NSR will conduct a survey for northern spotted owl if required by the USFWS following completion of the habitat assessment (subtask 6.3). The survey will follow the "Protocol for Surveying for Spotted Owls in Proposed Management Activity Areas and Habitat Conservation Areas" (March 12, 1991, - Revised February 1993). The survey effort can consist of a one-year, six-visit survey or a two-year, three-visit each year survey. Survey visits will occur in June and July. A minimum of five days must elapse between survey visits. Based on the tentative project schedule, NSR plans to complete a one-year, six visit survey in June/July 2011. All surveys will be concluded by August 31, 2011. Follow-up visits will occur per protocol for all detections and a brief letter report will be prepared to document the survey results.

Optional Task B – Prepare Biological Assessment (Northern Spotted Owl)

Consultation with the USFWS under Section 7 the federal Endangered Species Act may be required based on the findings made as part of the northern spotted owl habitat assessment and any subsequent surveys. Preparation of a biological assessment (BA) is being included as an optional task in the event that Caltrans District 2 determines that consultation with the USFWS under Section 7 of the federal endangered species act should be completed to deal with

potential project-related impacts to federally-listed species (e.g., northern spotted owl). Based on prior experiences, NSR assumes that any potential Section 7 consultation will be "informal" and will result in a "not likely to adversely affect" determination. Since federal funding would be required for the project, Caltrans, as the designated non-federal representative by the Federal Highway Administration (FHWA), would serve as the federal lead agency for any required Section 7 consultation with the USFWS.

NSR will consult with the USFWS, as appropriate, to review potential effects of the project to the species and develop mitigation measures to avoid or minimize adverse effects to the northern spotted owl. The results of the field surveys and informal consultations with the USFWS will be compiled in a BA. This BA will fully analyze the effects of the preferred project alternative (i.e., proposed action). The BA will be prepared prior to completion of the NES. The document will include the following sections: introduction, consultation to date, description of proposed action including area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, and recommendation for mitigation, and references. NSR will also coordinate with the County, as necessary, to assist Caltrans District 2 Local Assistance and the USFWS with the required federal endangered species consultation process.

Optional Task C – Prepare Historical Resources Evaluation Report

JRP will undertake field work and research to inventory and evaluate the former Keddie Resort, if necessary, and will prepare an HRER with the required DPR 523 inventory form. Research would be conducted at the Plumas County Library, California State Library in Sacramento, Shield Library at the University of California, Davis, and other repositories, as necessary.

TASK 6 - Preliminary Roadway Plans/Bridge Advance Planning Studies (APS)

Preliminary Roadway Plans: Alternative approach alignments will be discussed with the County staff, with special emphasis placed on the design speed and safety through the project limits. Prior to performing the preliminary roadway approach design, a study will be conducted to determine the best solution for maintaining traffic during construction. Options include: parallel final alignment, very short duration detour, and stage construction. The feasibility of a detour will depend on the duration needed and if non-railroad personnel will need access across the creek during this time. A short report will summarize our findings and costs for each investigated alternative will be presented to the County. Based on the results of this study and discussions with the County, a preferred detour/alignment option will be selected.

Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for a preferred alignment alternative. All aspects of the alternative will be discussed for reference in the environmental documents. An "Engineers Opinion of Probable Construction Cost" will be prepared and will include appropriate contingency factors for this level of design. Consultant will also address other issues affecting the final design such as right-of-way, construction staging and access, utility relocation and accommodation, and anticipated design exceptions (if required).

Assess Existing Bridge Condition: All existing information pertaining to the existing bridge will be obtained from the County. This includes all past inspection reports and analyses that may have previously been performed, such as ratings by Caltrans maintenance. The overall bridge condition will be assessed in the field, with paint and corrosion conditions noted. The bridge evaluation will be limited to visual inspections. Steel member coupons will not be taken to determine steel properties, and underwater scour assessment and paint adhesion tests will not be performed. A seismic analysis of the bridge will not be performed. However, an assessment of potential seismic vulnerabilities will be made based on past experience with steel truss structures. These may include bearing stability, top chord lateral stability, etc.

The existing steel structure will be analyzed to determine the structural capacity, with the goal of evaluating the low sufficiently rating and making recommendations to the County for structural upgrades. A memorandum of findings will be prepared which will include:

- Summary of field findings.
- Structural calculations of existing members, including gusset plates.
- Preliminary recommendations for structural upgrades (members, gusset plates, bridge deck, etc.).
- Evaluation of Sufficiency Rating.

Anticipated improvements to the existing bridge will be limited to pedestrian railing upgrades. If the County desires to structurally upgrade the bridge, the scope and cost for this task will be negotiated after the assessment has been completed.

Advanced Planning Studies (APS): The appropriate bridge structure type will be dictated by public safety, environmental and hydraulic concerns, right-of-way, and economics. Depending on the final site information, geotechnical report, hydraulics report and the preliminary environmental findings, the Team will pursue up to three bridge alternatives in the Advance Planning Study (APS) stage of the project. Different foundation types (i.e., spread footings or drilled piles, etc.) may be evaluated at this time. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County's review and approval.

The APS will include:

- Feasible alternative bridge types, span arrangements, and construction methods.
- Concept drawings defining each alternative that will include plans, elevations, and section views as required illustrating each of the proposed alternatives.
- A description of the advantages and disadvantages of each alternative so that the County can judge each alternative on its own merits.
- An "Engineer's Opinion of Probable Construction Cost" for each alternative.
- Consultant's recommendation as to which of the alternatives is the most appropriate for the site.

Task 6 Products

- *Preliminary Roadway Plans*
- *Advanced Planning Studies*
- *Preliminary Foundation Memorandum*
- *Preliminary ROW Needs*
- *Utility Coordination*

Preliminary Foundation Memorandum: Prior to preparing Advanced Planning Studies, Consultant will prepare a preliminary foundation memorandum. This report will be based on subsurface data that is reasonably available, as-built drawings (when available), nearby bridge foundations information (including the upstream Roundhouse Road bridge at Spanish Creek), published geologic mapping, preliminary project data and site review/reconnaissance.

The preliminary foundation memorandum will summarize anticipated earth materials and conditions based on reference data and site exposures, provide seismic input parameters consistent with current Caltrans practice, discuss approach and bank conditions, slope stability, cut/fill slopes, excavation conditions, and discuss conditions and constraints on likely foundation types.

Preliminary Right-of-Way: At this time, the Consultant will determine preliminary right-of-way needs for each alternative based on information developed by the Consultant and obtained from the County. It is Consultant's understanding that all adjacent property is privately owned.

Utility Coordination: The Consultant will provide communication and coordination with the utility companies during the preliminary and final design process. Consultant will determine which existing utilities are in conflict for the project based on the information obtained from the various affected utilities. Consultant will also typically provide adequate openings for utilities in the bridge. It will be the responsibility of each utility owner to provide a design of their facility.

The utility relocation process for Federally Funded Projects has been recently revised by Caltrans, requiring additional coordination due to the mandatory Caltrans involvement. As part of this process, a Report of Investigation (ROIs) must be submitted to Caltrans for each effected utility prior to requesting the utility to relocate. The ROI must include the following information:

- The conflict map or plan
- Relocation plans, either prepared by the utility or the project designer
- Supporting documents from the utility stating liability claims and owner's estimated cost
- A copy of the proposed Utility Agreement
- A copy of the proposed Notice to Owner (to relocate)
- Franchise Agreements and/or permits for the utility installation (if available)

A ROI must be prepared for each utility requiring modification, even for simple tasks of raising manholes to account for the deeper approach fills.

At this time, the only known utility is a street light at the south east corner of the bridge. For the purpose of the cost proposal, Consultant anticipates up to 34 hours of effort for utility coordination.

TASK 7 - Project Report

A Project Report will be prepared that will summarize the findings of the above work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Geometric Approval Drawings
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging and detour requirements
- Preliminary alignment drawings
- Bridge APS Drawings
- Bridge Type Selection Form
- APS discussion and evaluation
- Summary of environmental studies
- Cost estimate for each alternative
- Schedule to complete final design
- Evaluation of existing bridge

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated in the final report. Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Stakeholder Meeting: Public hearings or meetings are not anticipated. Individual meetings (total 2) with the local land owner and railroad representatives can be attended. It is anticipated that these meetings will correspond with regularly scheduled meetings. The Consultant will prepare technical information and plans for the County's use and present the technical aspects of the project and/or provide technical support to the County as needed.

PHASE 2 - PRELIMINARY & FINAL DESIGN

TASK 8 - Final Design Engineering

Task 8.1 - Geotechnical Investigations

A site-specific foundation study will be prepared as part of this phase of work. This work will include subsurface exploration to adequately define earth materials and foundation conditions and is expected to include a sampled, logged test boring made near each support location.

Task 7 Products

- *Project Report*
- *Stakeholder Meeting*

Initial Site Assessment (Optional): An environmental Initial Site Assessment (ISA) may be required due to the presence of the nearby railroad facilities. The purpose of the ISA will be to identify the presence or likely presence of hazardous materials or petroleum products on the project site under conditions that could significantly affect the feasibility or cost of the project. For the purposes of this proposal, the project site is defined as the area of proposed right of way to be acquired and the area of anticipated construction within existing right of way. This area should be further defined by an Area of Potential Effects (APE) Map and also parcel numbers and property lines for the site vicinity prior to starting ISA work. For this work, Consultant and County assume two private parcels will be affected by the project.

ISA Report: If an ISA is required, BCI will complete the following scope items.

- Review any completed studies in the project vicinity and readily available consultant's reports for the project area and/or adjacent locations, and review the site geology and groundwater conditions.
- Conduct a limited site visit to observe current land use and potential indications of contamination on or adjacent to the corridor.
- Review historical aerial photographic coverage and topographic map coverage of the site and surrounding properties for indications of potential sources for contamination.
- Interview the owners of affected parcels.
- Review federal, state, and County records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site.
- Attempt to identify past and present operations conducted on the properties to assess the potential for hazardous materials impacts to the site.
- Review limited historical documents to better understand past land use.
- Prepare a report summarizing the findings of our review, site reconnaissance, historical photograph evaluation, and regulatory records review. We will address identified potential hazardous materials impacts and provide recommendations for further investigation and analysis if necessary.

Task 8.1 Products

- *Approach Roadway Sub-grade Evaluation*
- *Draft Foundation Report*
- *Final Foundation Report*
- *Log of Test Borings*
- *Initial Site Assessment (optional)*

A formal report documenting Consultant's assessment will be prepared for the project. The report will include but not be limited to the following:

- Site Description;
- Records Review;
- Site reconnaissance information;
- Interview Information;
- Maps of the site including a site specific location map/topographic map and a site plan showing locations of recognized environmental conditions;
- Photocopied pictures of significant items of environmental concern on the site (if any);
- Reference to pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed (if any); and
- Findings and Conclusions - including opinion of potential impacts of any recognized environmental conditions concerning the property.

The ISA report submittals will include a "draft" version for review, a "revised draft" version incorporating review comments, and a final report incorporating any final comments.

Bridge Foundation Investigation: For bridge foundation design study, subsurface exploration to adequately define earth materials and foundation conditions is expected to include up to four sampled and logged test borings. The boring depths will likely extend to about 30-60 ft, depending on the soil/rock profile. Rock coring may be necessary for drilling through the coarse overburden and into bedrock. Exploration/testing in evaluation of approach roadway embankment/subgrade conditions will include test borings to 5-10±ft depth, likely along the existing roadway shoulders at both approaches.

The test borings will be made from existing roadway shoulders, as close as possible to the proposed bridge corners, and within County right-of-way. Borings drilled near the existing traveled lane may require partial lane closures; we assume that warning signs and traffic cones will provide adequate traffic control. Consultant will notify USA for location of buried utilities before starting field exploration. This work assumes any rights-of-entry will be provided by the County.

The scope of our proposed services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration, work will be stopped at that location and the client notified; a modified scope of services may be required.

Consultant will collect bulk and relatively undisturbed soil/rock samples from the borings for laboratory testing, and backfill the borings with cement grout per County requirements. Consultant will supplement the boring data with geologic mapping of the rock outcrops (including measurements of rock foliation/fracturing), and conduct refraction seismic profiles, as appropriate, to extend the boring data.

The following laboratory tests will be perform, as appropriate, on selected soil/rock samples retrieved from the test borings.

- Moisture Content/Unit Weight for bearing capacity, lateral capacity and settlement analysis
- Unconfined compressive and/or direct shear strength tests for bearing capacity and lateral capacity analysis
- Corrosivity (pH, sulfates/chlorides and minimum resistivity) for reaction to steel and concrete
- R-Value for approach roadway pavement design

The foundation report will summarize the subsurface exploration and field and laboratory soils testing, include the "Log of Test Borings" drawing (suitable for inclusion with plans) and discuss encountered earth materials and foundation conditions.

The foundation report will contain the following:

- Project and Site Description with Vicinity Map
- Field and Laboratory Testing Programs
- Site Geology and Subsurface Conditions
- Scour (based on Hydrology/Hydraulics Report or other site information) and Corrosion Evaluation
- Seismic Recommendations with ARS curve and Soil Profile Type per current Caltrans Seismic Design Criteria
- Seismically induced liquefaction and ground instability evaluation
- Existing As-Built Foundation Data
- Foundation Recommendations per current Caltrans LRFD and WSD procedures, including discussion of shallow and deep foundations, settlement, Spread Footing and/or Pile Data Tables, allowable axial and lateral loading and design tip elevations
- Approach Fill Earthwork and pavement recommendations
- Construction Considerations
- "Log of Test Boring" drawings, including field and laboratory test results

Foundation investigation, reporting, and design concurrence will be performed by Blackburn Consulting.

Task 8.2 - Design

Bridge Design: Final bridge design will be performed in accordance with Caltrans *Bridge Design Specifications* and other Caltrans *Design Manuals*. Note that all projects initiated after October 2007 must be designed in accordance with the AASHTO "Load Resistance Factor Design" method, with design vehicle and permit truck design live loads.

Due to the height of the bridge above the creek, a deep cast-in-place concrete bridge can most likely be constructed without affecting the creek hydraulic conveyance. Therefore, a cast-in-place, post-tensioned, concrete box girder bridge is assumed for purposed of this scope of work. If an alternative bridge type is selected, the assumed scope and budget will be revisited with the County.

Approach Roadway Design: The final approach roadway design will be performed in accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Caltrans *Highway Design Manual*, and Caltrans *Standard Specifications*. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed per County standards.

Environmental: All environmental mitigation plans, specifications, and estimates can be completed by the Consultant for inclusion with the roadway and bridge PS&E package. At this time, we do not anticipate major mitigation as part of this project.

Other: Project signing will be developed as well as bridge and roadway embankment protection details (rock slope protection), if needed.

Task 8.3 - Detailing

Based on conversations with County personnel, the plan sheets will be prepared in English units using the County's and Caltrans' drafting standards. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the *Local Programs Manual*. Typically, the plans, specifications, and estimate (PS&E) will contain the following plan sheets for a single-span structure (up to 30 sheets are anticipated):

Title Sheet & Location Map
Layout/Profile Sheets
Drainage Layouts
Construction Staging Sheets
Construction Signs & Traffic Handling Plan Sheet
Typical Section/Quantities Sheets
Construction Details
Drainage Details
Pavement Delineation & Sign Plans
Bridge General Plan
Deck Contour Plans
Foundation Plans
Abutment Details, including wingwalls
Typical Section
Girder Reinforcement
Bridge Railing Details
Approach Slab Details
Approach Slab Drainage Details
Log of Test Borings Sheets
Roadway Cross-sections

Task 8.4 - Submittal of 65% Plans (Unchecked Details)

Open communication between the County's staff and the Consultant's design staff will allow both parties the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. Consultant proposes that a meeting be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

Task 8.5 - Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been intimately involved in the design. This is a big part of the Consultant's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.6 – Specifications

Project Specifications, including Special Provisions based on Caltrans *Standard Special Provisions* (SSP) and County-provided boilerplate specifications, will be developed. It is Consultant's current understanding that the County Specifications will be provided on disc (Microsoft Word). Consultant will provide a hard copy and disc copy of the specifications for the County's review.

Task 8.7 – Final Construction Quantities and Estimate

The 65% quantities will be updated to final construction quantities, and the Team's estimate of construction costs (Q and E) will be updated.

Task 8.8 – Prepare Design Exception Fact Sheets

Design Exceptions Fact Sheets will be prepared for all required design exceptions identified during the project design.

Task 8.9 - Quality Control and Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the federal HBP program requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.10 - Submittal of 90% PS&E

The plans, specifications, and estimate, along with design, check, and quantity calculations, will be submitted to the County at the 90% completion stage.

Task 8.2 to 8.11 Products

- *65% Plans*
- *Project specifications*
- *Design Exception Fact sheets*
- *QA/QC review*
- *Quantities and Cost Estimate*
- *90% PS&E*
- *100% PS&E*

Task 8.11 - Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

Consultant will furnish a final PS&E package in full-sized and half-sized plans as well as a hard copy and computer files (MS Word format) of special provisions for bidding purposes. County will compile and duplicate the actual bid documents for advertising.

TASK 9 - Obtain Environmental Permits

NSR will coordinate with various agencies to obtain the necessary permits. The County will be responsible for filing applications prepared by the Consultant and for providing the necessary agency permitting fees. Based on the issues associated with the proposed project, NSR anticipates the following permits will be required:

Section 404 Permit (U.S. Army Corps of Engineers)

The form of ACOE Section 404 permit needed to construct the project will depend on the area of fill that is discharged into "waters of the U.S." (i.e., wetlands, Spanish Creek, etc.) and the location of the project. NSR will apply the most current project design information to the wetlands mapping to determine impacts. Based on our understanding of the proposed project, it is anticipated that the project will be authorized under a Nationwide Permit #14 (Linear Transportation Projects). Preparation of an Individual Permit application or Letter of Permission (LOP) is excluded from this scope of work. As part of the Section 404 permit process, the following tasks will be completed:

- NSR shall prepare a Pre-construction Notification (PCN) letter, which includes a wetland impact map.
- NSR will prepare a conceptual Riparian Habitat Mitigation and Monitoring Plan that describes potential on-site mitigation areas, site preparation and design, planting design and technique, maintenance, success criteria, and monitoring schedule. This Plan will be included as an attachment to the PCN.
- NSR assumes that the conceptual riparian mitigation plan will adequately address the ACOE's mitigation requirements under Section 404. For purposes of this scope, detailed (i.e., engineering-level design drawings) mitigation planning and design are excluded from this scope of work.

The County will submit the application and will be responsible for coordination with the ACOE. NSR will respond, per the County's request, to ACOE comments regarding the processing of the PCN authorization.

Task 9 Products

- *404, 401, and 1600 Permits*

Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board)

Projects requiring a Section 404 permit from the ACOE must also obtain a water quality certification per Section 401 of the Clean Water Act. NSR will prepare a request for water quality certification or waiver for the project per Section 401 of the Clean Water Act.

The County will be responsible for submitting the application (as prepared by NSR) to the Central Valley Regional Water Quality Board (Board) and for coordination with the Board. NSR will respond, per the County's request, to RWQCB comments regarding the processing of this application. The County will pay any required fees to the State Water Resources Control Board.

Section 1600 Streambed Alteration Agreement (California Department of Fish and Game)

Pursuant to the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by the CDFG must receive a discretionary Streambed Alteration Agreement. NSR will prepare the application for the Streambed Alteration Agreement for the project per Section 1602 of the California Fish and Game Code.

The County will submit the application to the CDFG. NSR will respond, per the County's request, to CDFG comments regarding the processing of this application. The County will pay all permit application fees required by the CDFG.

Environmental permit applications for the project will be performed by NSR.

TASK 10 - Right-of-Way Engineering (by County)

Prepare Right-of-Way Maps & Legal Descriptions: After the County has approved the project geometrics, the Consultant will determine the right-of-way requirements, including property acquisitions and easements, and depict proposed right-of-way on the base sheets. It is Consultant's understanding that the County will then perform the right-of-way engineering. However, if needed, QEI can provide right-of-way engineering assistance, including the preparation of plats and legals.

Right-of-Way Appraisals: The County will perform right-of-way appraisal for each required parcel.

Right-of-Way Acquisition: The County will perform right-of-way acquisition services.

Right-of-Way Certification: The County will prepare the right-of-way certification required prior to advertising the construction contract.

Task 10 Products

- *ROW Appraisal, Acquisition and Certification (By County)*

TASK 11 - Bidding Assistance

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Consultant will provide analysis and recommendations concerning award of the contract. Consultant anticipates up to 20 hours of effort during this task.

Task 11 Products

- *Responses to County and bidder inquiries*

TASK 12 - Construction Support

Construction engineering services are not a part of this contract.

Task 12 Products

- *None*

Task 13 - Prepare As-Built Record Drawings

Preparation of As-Built Record Drawings are not a part of this contract.

Task 13 Products

- *None*

EXHIBIT B

FEE SCHEDULE

QUINCY ENGINEERING, INC.

3247 Ramos Circle
Sacramento, CA
95827-2501
(916) 368-9181
Fax: (916) 368-1308

200 Hawthorne Ave., SE
Suite E-530
Salem, OR 97301-4996
(503) 763-9995
Fax: (503) 763-9981

EXHIBIT B (1 of 7)

August 31, 2010

Mr. John Mannle, P.E.
Assistant Engineer
Plumas County
Department of Public Works
1834 East Main Street
Quincy, CA 95971

Subject: Revised Scope and Cost Proposal for Engineering Services for the Keddie Road Bridge Replacement Project

Dear John:

Thank you for selecting Quincy Engineering, Inc. (QEI) to provide professional design services for the above-mentioned project. As requested, we have reviewed the provided Scope of Work and made appropriate modifications to our cost estimate.

Please find attached the reviewed scope. We are in agreement with the County's proposed changes, with minor typographical modifications (sent by e-mail today). We have also attached revised cost estimates to reflect the changes to the Scope of Work, specifically the removal of Task 12 "Construction Support" and Task 13 "Prepare As-Built Record Drawings". These cost revisions are reflected below in the Preliminary and Final Design Phase.

Note the project effort has been broken into two phases: Phase 1 for preliminary conceptual design and Phase 2 for final PS&E design and construction support. Proposed costs for these phases and the optional tasks outlined in the scope are as follows:

Preliminary Engineering and Studies:	$203,703.21
Preliminary and Final Design:	$277,995.44
Optional Tasks:	$42,304.72
Total:	$524,003.37

Also note that Caltrans performed an in-house Audit of Quincy Engineering in 2009. This audit was completed on December 8, 2009.

If you have any questions or need additional information, please feel free to call me at any time. Thank you for the opportunity to work with you and your staff again!

Sincerely,
Quincy Engineering, Inc.

Steven L. Mellon, P.E.
Project Manager/Vice President

EXHIBIT B (2 of 7)

Project Name: Preliminary Engineering for Keddie Bridge at Spanish Creek

	TASKS	Principal In Charge	Project Manager	Senior Engineer-DPM\PE	Senior Engineer-DE	Associate Engr-DE	Associate Engr-DE	Assistant Engineer-DE	Assistant Engineer-DE	CADD Operator	Senior Engineer-QAQC	Administrative			QEI Total Hours	QEI Cost	PHI	Blackburn	NSR	Mark Thomas
	Initial	JQ	SM	TO	CD	DM	LJ	RM	RF	JB	MQ	TM								
	Hourly Rate	$68.19	$68.19	$56.88	$56.90	$42.87	$47.08	$32.77	$29.25	$26.77	$62.60	$14.65								
PHASE 1 - Preliminary Engineering and Studies																				
Task 1: Initiate Project																				
1.1	Finalize Project Scope	4	4	8											16.0	$1,000.56				
1.2	KO Meeting		8	8	8										24.0	$1,455.76				
1.3	Preliminary Research			4											4.0	$227.52				
1.4	Field Investigation		2	2	2										6.0	$363.94				
Task 2: Project Management																				
2.1	Project Management		20	30								14			64.0	$3,275.30				
2.2	Project Progress Meetings (tot 5)		20	38	20										78.0	$4,663.24				
Task 3: Topographic Surveying																				
3.1	Topographic Survey, Stream Cross-Sections,etc.			2	4	4				4					14.0	$619.92				
Task 4: Hydraulic Reports																				
4.1	Location Hydraulic and Hydraulic Design Reports			4		4									8.0	$399.00	$14,000.00			
Task 5: APE Map & Environmental Studies			6	4	4	8	20								42.0	$2,148.82			$81,909.33	
5.1	APE Map and Project Description			8	2			16		8					34.0	$1,307.32				
5.2	Field Review Meeting																			
5.3	Public Notice																			
5.4	Technical Studies																			
5.5	CEQA/NEPA Documentation																			
5.6	Complete Technical Studies																			
	Optional Tasks																			
A	Northern Spotted Owl Surveys																			
B	Prepare Biological Assessment (Northern Spotted Owl)																			
C	Prepare Historical Resources Evaluation Report																			
Task 6: Preliminary Engineering																				
6.1	Preliminary Roadway Plans			8	12		20	40		40					120.0	$4,461.04				
	Analyze Existing Bridge			4		16			80						100.0	$3,253.44				
	Bridge Advanced Planning Studies (APS)			4		8			48	32					92.0	$2,831.12				
	Preliminary Foundation Memorandum			2											2.0	$113.76		$6,795.00		
	Preliminary Right-of-Way			2	4	4									10.0	$512.84				
	Utility Coordination			4	4	24									32.0	$1,484.00				
Task 7: Project Report																				
	Project report		2	16	4			24	24		2				72.0	$2,887.74				
	Stakeholder Meetings (tot 2)		4	4		8	8								24.0	$1,219.88				
	Total Hours =	4.0	66.0	152.0	64.0	76.0	48.0	80.0	152.0	84.0	2.0	14.0			742.0					
	Total Cost =	$272.76	$4,500.54	$8,645.76	$3,641.60	$3,258.12	$2,259.84	$2,621.60	$4,446.00	$2,248.68	$125.20	$205.10				$32,225.20	$14,000.00	$6,795.00	$81,909.33	

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee.

Subconsultants and Other Direct Costs to be invoiced at actual costs.

Project Name: Preliminary Engineering for Keddie Bridge at Spanish Creek
EXHIBIT B (3 of 7)
Date: 12/9/2010

	Direct Labor:			$32,225.20
	Overhead (1.595):			$51,399.19
	Project Escalation (3% per year)		2.0 yr @ 3%=	$5,017.46
A.	*Subtotal:*			$88,641.86
	Subconsultant Costs:			
	(1). PHI:			$14,000.00
	(2). Blackburn:			$6,795.00
	(3). NSR:			$81,909.33
	(4). Mark Thomas:			$0.00
B.	*Subconsultant Subtotal:*			$102,704.33
	Other Direct Costs:			
	Plotter/Computer	0.0hrs	@ $10.0	$0.00
	Travel	1500	@ $0.500 per mi.	$750.00
	Phone/Fax			$0.00
	Delivery			$125.00
	Printing: Black Line			$0.00
	Mylar			$0.00
	81/2 X 11			$160.00
	11 X 17			$160.00
	Misc.			
	(1). Travel and misc.:			$525.00
	(2). :			$0.00
	(3). :			
C.	*Direct Cost Subtotal:*			$1,720.00
	A =			$88,641.86
	Fixed Fee (12.0%):	(Included in billing rates)		$10,637.02
	B+C =			$104,424.33
	Fee (0.0%):	(Included in billing rates)		$0.00
	TOTAL NOT TO EXCEED =			$203,703.21

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.

EXHIBIT B (4 of 7)

Project Name: Final Design for Keddie Bridge at Spanish Creek

	TASKS	Principal In Charge	Project Manager	Senior Engineer-DPM\PE	Senior Engineer-DE	Associate Engr-DE	Associate Engr-DE	Assistant Engineer-DE	Assistant Engineer-DE	CADD Operator	Senior Engineer-QAQC	Administrative			QEI Total Hours	QEI Cost	PHI	Blackburn	NSR	Mark Thomas
	Initial	JQ	SM	TO	CD	DM	LJ	RM	RF	JB	MQ	TM								
	Hourly Rate	$68.19	$68.19	$56.88	$56.90	$42.87	$47.08	$32.77	$29.25	$26.77	$62.60	$14.65								
PHASE 1 - Preliminary Engineering and Studies																				
Task 2: Project Management																				
2.1	Project Management		14	14								10			38.0	$1,897.48				$4,984.00
2.2	Project Progress Meetings (tot 3)		14	18	10										42.0	$2,547.50				$3,400.00
PHASE 2 - Preliminary and Final Design																				
Task 8: Final Design Engineering																				
8.1	Geotechnical Investigations			8		4			4						16.0	$743.52		$52,734.00		
	Initial Site Assessment (optional)																			
	Bridge Design			8		56			160						224.0	$7,535.76				
	Approach Roadway Design			8	16		40	160							224.0	$8,491.84				
8.3	Bridge Detailing			4					20	168					192.0	$5,309.88				
	Roadway Detailing				8			20		160					188.0	$5,393.80				
8.4	Submittal of 65% Plans			4	8	8		8	8	8					44.0	$1,736.00				
8.5	Independent Design Check		4	4	8				16						32.0	$1,423.48				$33,733.00
8.6	Specifications			20			40								60.0	$3,020.80				
8.7	Construction Quantities and Estimate			4			4	48	64						120.0	$3,860.80				
8.8	Prepare Design Exception Fact Sheets			2	4		16	16							38.0	$1,618.96				
8.9	Quality Control and Constructability Review		2	2							12				16.0	$1,001.34				
8.10	Submittal of 90% PS&E		4	8		16	16	32	32	40					148.0	$5,222.44				
8.11	Submittal of Final PS&E			8		8	8	16	16	20					76.0	$2,702.36				
Task 9: Obtain Permits																				
9.1	Obtain Permits			8	8										16.0	$910.24			$13,694.76	
Task 10: ROW Engineering																				
10.1	ROW Engineering			2	4										6.0	$341.36				
Task 11: Bidding Assistance																				
11.1	Bidding Assistance			8	8										16.0	$910.24				
Task 12: Construction Support																				
12.1	Construction Support (Future)																			
Task 13: Prepare As-built Record Drawings																				
13.1	Prepare Record Drawings (Future)																			
	Total Hours =		38.0	130.0	74.0	92.0	124.0	300.0	320.0	396.0	12.0	10.0			1496.0					
	Total Cost =		$2,591.22	$7,394.40	$4,210.60	$3,944.04	$5,837.92	$9,831.00	$9,360.00	$10,600.92	$751.20	$146.50				$54,667.80		$52,734.00	$13,694.76	$42,117.00

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee.

Subconsultants and Other Direct Costs to be invoiced at actual costs.

Project Name: Final Design for Keddie Bridge at Spanish Creek
EXHIBIT B (5 of 7)
Date: 12/9/2010

	Direct Labor:			$54,667.80
	Overhead (1.595):			$87,195.14
	Project Escalation (3% per year)		2.0 yr @ 3%=	$8,511.78
A.	*Subtotal:*			$150,374.72
	Subconsultant Costs:			
	(1). PHI:			$0.00
	(2). Blackburn:			$52,734.00
	(3). NSR:			$13,694.76
	(4). Mark Thomas:			$42,117.00
B.	*Subconsultant Subtotal:*			$108,545.76
	Other Direct Costs:			
	Plotter/Computer	0.0hrs	@ $10.0	$0.00
	Travel	2400	@ $0.500 per mi.	$450.00
	Phone/Fax			$0.00
	Delivery			$75.00
	Printing: Black Line			$0.00
	Mylar			$0.00
	81/2 X 11			$140.00
	11 X 17			$140.00
	Misc.			
	(1). Travel and misc.:			$225.00
	(2). :			$0.00
	(3). :			
C.	*Direct Cost Subtotal:*			$1,030.00
	A =			$150,374.72
	Fixed Fee (12.0%):	(Included in billing rates)		$18,044.97
	B+C =			$109,575.76
	Fee (0.0%):	(Included in billing rates)		$0.00
	TOTAL NOT TO EXCEED =			$277,995.44

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.

EXHIBIT B (6 of 7)

Project Name: Optional Tasks for Keddie Bridge at Spanish Creek

	TASKS	Principal In Charge	Project Manager	Senior Engineer-DPM\PE	Senior Engineer-DE	Associate Engr-DE	Associate Engr-DE	Assistant Engineer-DE	Assistant Engineer-DE	CADD Operator	Senior Engineer-QAQC	Administrative			QEI Total Hours	QEI Cost	PHI	Blackburn	NSR	Mark Thomas
	Initial	JQ	SM	TO	CD	DM	LJ	RM	RF	JB	MQ	TM								
	Hourly Rate	$68.19	$68.19	$56.88	$56.90	$42.87	$47.08	$32.77	$29.25	$26.77	$62.60	$14.65								
PHASE 1 - Preliminary Engineering and Studies																				
Task 5: APE Map & Environmental Studies																				
	Optional Tasks																			
A	Northern Spotted Owl Surveys		2	4											6.0	$363.90			$8,250.00	
B	Prepare Biological Assessment (Northern Spotted Owl)																		$8,750.00	
C	Prepare Historical Resources Evaluation Report		2	4	4										10.0	$591.50			$8,500.00	
PHASE 2 - Preliminary and Final Design																				
Task 8: Final Design Engineering																				
8.1	Geotechnical Investigations																			
	Initial Site Assessment (optional)		2		4										6.0	$363.98		$12,740.00		
	Total Hours =		6.0	8.0	8.0										22.0					
	Total Cost =		$409.14	$455.04	$455.20											$1,319.38		$12,740.00	$25,500.00	

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee.

Subconsultants and Other Direct Costs to be invoiced at actual costs.

Project Name: Optional Tasks for Keddie Bridge at Spanish Creek
EXHIBIT B (7 of 7)
Date: 12/9/2010

	Direct Labor:			$1,319.38
	Overhead (1.595):			$2,104.41
	Project Escalation (3% per year)		2.0 yr @ 3%=	$205.43
A.	*Subtotal:*			$3,629.22
	Subconsultant Costs:			
	(1). PHI:			$0.00
	(2). Blackburn:			$12,740.00
	(3). NSR:			$25,500.00
	(4). Mark Thomas:			$0.00
B.	*Subconsultant Subtotal:*			$38,240.00
	Other Direct Costs:			
	Plotter/Computer	0.0hrs	@ $10.0	$0.00
	Travel	2400	@ $0.500 per mi.	$0.00
	Phone/Fax			$0.00
	Delivery			$0.00
	Printing: Black Line			$0.00
	Mylar			$0.00
	81/2 X 11			$0.00
	11 X 17			$0.00
	Misc.			
	(1). Travel and misc.:			$0.00
	(2). :			$0.00
	(3). :			
C.	*Direct Cost Subtotal:*			$0.00
	A =			$3,629.22
	Fixed Fee (12.0%):	(Included in billing rates)		$435.51
	B+C =			$38,240.00
	Fee (0.0%):	(Included in billing rates)		$0.00
	TOTAL NOT TO EXCEED =			$42,304.72

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.

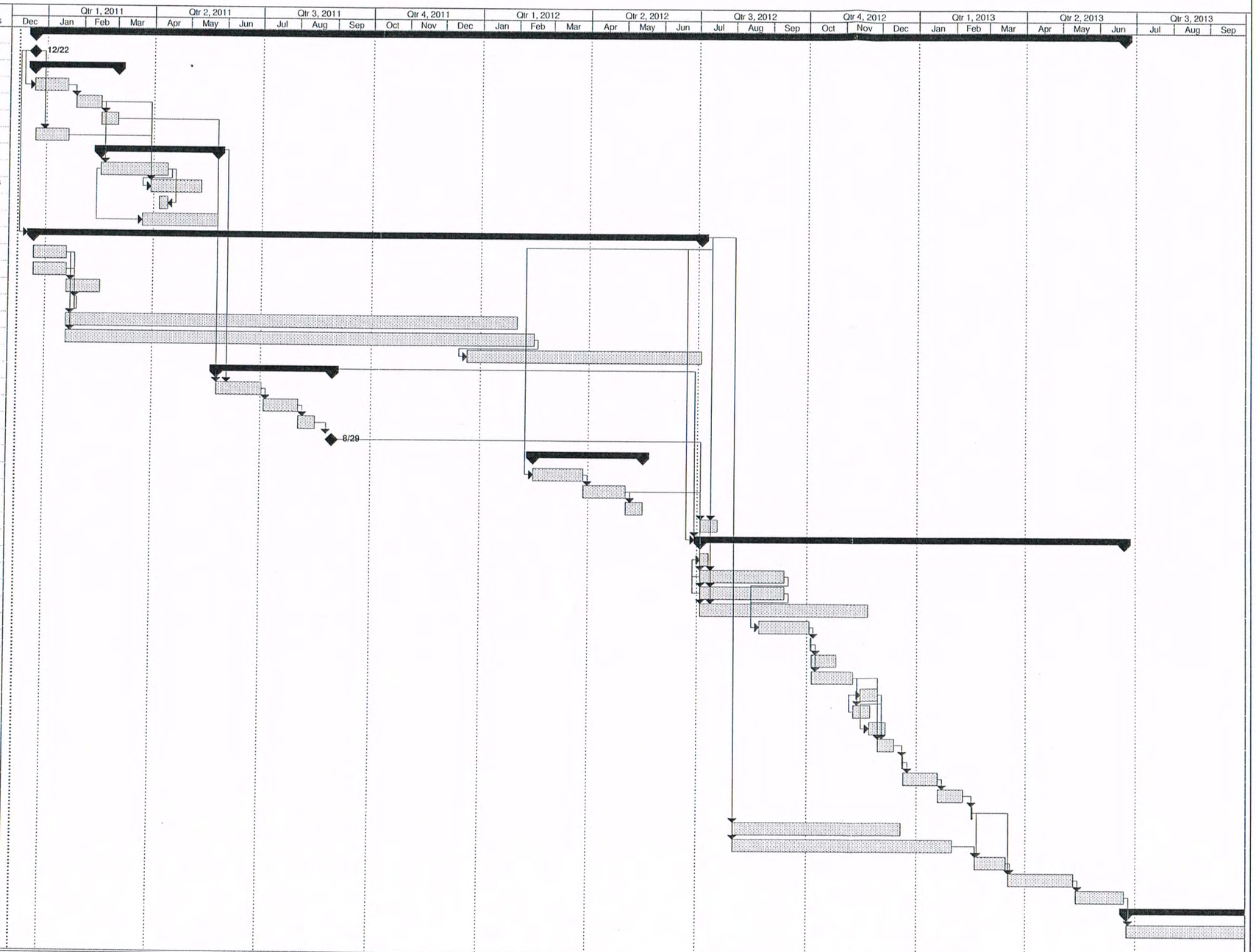
EXHIBIT C

PROJECT SCHEDULE

Exhibit C (10/1/10 NTP)

Keddie Road Bridge Replacement Project

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Management/Meetings**	**130.6 wks**	**Wed 12/22/10**	**Fri 6/21/13**	
2	**Kickoff Meeting**	1 day	Wed 12/22/10	Wed 12/22/10	
3	**Design Hydraulic Study**	**10 wks**	**Wed 12/22/10**	**Tue 3/1/11**	
4	Data Collection	20 days	Wed 12/22/10	Tue 1/18/11	2SS
5	Hydraulic and Scour Analysis	15 days	Wed 1/26/11	Tue 2/15/11	4
6	Draft DHS	10 days	Wed 2/16/11	Tue 3/1/11	5
7	**Preliminary Geotechnical Investigation**	**20 days**	**Thu 12/23/10**	**Wed 1/19/11**	2
8	**Prelim Rdwy Plans/Bridge Studies**	**14 wks**	**Wed 2/16/11**	**Tue 5/24/11**	
9	Preliminary Roadway Plans	8 wks	Wed 2/16/11	Tue 4/12/11	5
10	Advanced Planning Studies	6 wks	Wed 3/30/11	Tue 5/10/11	5,7,9FS-2 wks
11	Preliminary R/W Identification	5 days	Wed 4/6/11	Tue 4/12/11	9FF
12	Utilities Contacts	45 days	Wed 3/23/11	Tue 5/24/11	9SS+25 days
13	**Environmental Studies and Approvals**	**80 wks**	**Wed 12/22/10**	**Tue 7/3/12**	**2SS**
14	Finalize PES Forms	4 wks	Wed 12/22/10	Tue 1/18/11	
15	Draft APE Map	4 wks	Wed 12/22/10	Tue 1/18/11	
16	Prepare Project Description	4 wks	Wed 1/19/11	Tue 2/15/11	14,15
17	Field Review Meeting	2 days	Wed 1/26/11	Thu 1/27/11	14,15
18	Complete Biological Studies	54 wks	Wed 1/19/11	Tue 1/31/12	14,15
19	Complete Cultural Studies	56 wks	Wed 1/19/11	Tue 2/14/12	14,15
20	Complete CEQA/NEPA Documentation	28 wks	Wed 12/21/11	Tue 7/3/12	19FS-8 wks
21	**Project Report**	**13.8 wks**	**Wed 5/25/11**	**Mon 8/29/11**	
22	Draft PR	28 days	Wed 5/25/11	Fri 7/1/11	8,6
23	County Review PR	21 days	Mon 7/4/11	Mon 8/1/11	22
24	Address Comments/Resubmit	10 days	Tue 8/2/11	Mon 8/15/11	23
25	County Approval of Project Report	0 days	Mon 8/29/11	Mon 8/29/11	24FS+10 days
26	**Geotechnical Investigations**	**13 wks**	**Wed 2/15/12**	**Tue 5/15/12**	
27	Field Exploration and Lab Tests	30 days	Wed 2/15/12	Tue 3/27/12	13FS-20 wks
28	Draft Foundation Report/LOT Borings	5 wks	Wed 3/28/12	Tue 5/1/12	27
29	Final Foundation Report/LOT Borings	10 days	Wed 5/2/12	Tue 5/15/12	28
30	**Final Design Hydraulic Study**	**10 days**	**Wed 7/4/12**	**Tue 7/17/12**	**25,13**
31	**Design**	**50.6 wks**	**Wed 7/4/12**	**Fri 6/21/13**	**13,21**
32	Environmental Mitigation	1 wk	Wed 7/4/12	Tue 7/10/12	33SS,34SS
33	Bridge Design	10 wks	Wed 7/4/12	Tue 9/11/12	25,13,28
34	Approach Roadway Design	10 wks	Wed 7/4/12	Tue 9/11/12	25,13
35	Utility Coordination	20 wks	Wed 7/4/12	Tue 11/20/12	25,13
36	Detailing	6 wks	Wed 8/22/12	Tue 10/2/12	33FS-3 wks,34F
37	Submittal 65% Plans	1 day	Thu 10/4/12	Thu 10/4/12	36FS+1 day
38	County Review of 65% Plans	3 wks	Fri 10/5/12	Thu 10/25/12	37
39	Independent Check	5 wks	Fri 10/5/12	Thu 11/8/12	37
40	Specifications	2 wks	Thu 11/15/12	Wed 11/28/12	41SS+4 days
41	Construction Quantities and Estimate	2 wks	Fri 11/9/12	Thu 11/22/12	39
42	Prepare Design Exception Fact Sheets	2 wks	Thu 11/22/12	Wed 12/5/12	40FS-5 days
43	Quality Control and Constructibility Rev	10 days	Thu 11/29/12	Wed 12/12/12	39,40
44	Submit 90% PS&E	1 day	Thu 12/20/12	Thu 12/20/12	43FS+5 days
45	County Review of 90%	4 wks	Fri 12/21/12	Thu 1/17/13	44
46	Address Review Comments	3 wks	Fri 1/18/13	Thu 2/7/13	45
47	Submit 100% PS&E	1 day	Fri 2/15/13	Fri 2/15/13	46FS+5 days
48	Obtain Permits	20 wks	Wed 8/1/12	Tue 12/18/12	13FS+20 days
49	Obtain R/W (By County)	26 wks	Wed 8/1/12	Tue 1/29/13	13FS+20 days
50	Prepare Bid Package (By County)	4 wks	Mon 2/18/13	Fri 3/15/13	47,49
51	Advertise/Bidding Assistance	8 wks	Mon 3/18/13	Fri 5/10/13	47,50
52	Award Construction Contract (By Count	6 wks	Mon 5/13/13	Fri 6/21/13	51
53	**Construction Support Engr Services**	**30 wks**	**Mon 6/24/13**	**Fri 1/17/14**	
54	Begin Construction Support	30 wks	Mon 6/24/13	Fri 1/17/14	52
55	**Prepare Record Drawings (when complete)**	**10 days**	**Mon 1/20/14**	**Fri 1/31/14**	**53**



Date: Wed 12/8/10
Project: Keddie Bridge Replacement

Task | Progress | Summary | Rolled Up Critical Task | Rolled Up Progress | External Tasks | Group By Summary
Critical Task | Milestone | Rolled Up Task | Rolled Up Milestone | Split | Project Summary

AMENDMENT NO. 1

to the

PROFESSIONAL SERVICES AGREEMENT

Keddie Resort Road Bridge Project in Plumas County, California
Bridge No. 9C-0034
On Keddie Resort Road (County Route #415)
Over Spanish Creek
PWRD 11-069

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT, dated June 24th, 2011, for the above captioned bridge project, is made and entered into this 1st day of November, 2013, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and QUINCY ENGINEERING, INC., a California Corporation ("Consultant").

Background

The "County" and the "Consultant" have mutually identified the need for an amendment to the professional services contract PWRD 11-069.:

The County and Consultant entered into a professional services agreement for the above captioned project on June 24th, 2011. County Counsel and various consultants expressed concerns over indemnification wording in several consultant services contracts after Board of Supervisors' approval of award of contract # PWRD 11-069 on December 21, 2010. Whereas the matter of concern over indemnification was later resolved without the need for any modifications to the existing contract. PWRD 11-069 was fully executed on June 24, 2011.

The consultant incurred costs in completing tasks contained within the approved contract's scope of work at the County's direction. The Consultant has submitted these invoices with supporting documentation to verify the eligibility of the expenditures. The Department of Public Works confirms that the tasks were necessary and were completed by the consultant.

NOW, THEREFORE, for the mutual covenants and conditions contained herein, the parties hereby agree that said Professional Services Agreement is amended as follows:

The following Consultant invoices are now eligible for submittal for payment under the terms of the contract (copies attached):

Quincy Engineering, Inc. Invoice #8593 = $3,953.63
Quincy Engineering, Inc. Invoice #8651 = $ 979.68
Quincy Engineering, Inc. Invoice #8879 = $ 931.94

No other work by the consultant between December 21, 2010 and June 23, 2011 is eligible for compensation under the terms of contract PWRD 11-069.

All other provision of the Professional Services Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

RECOMMENDED AS TO SCOPE OF WORK:

Director of Public Works — Date: 3/12/15

APPROVED AS TO FORM:

County Counsel — Date: 10/28/13

AGREED TO BY:

County Administrative Officer — Date: 3/11/15

CONSULTANT
QUINCY ENGINEERING, INC.

Taxpayer ID Number: 68-0269312

John S. Quincy, President — Date: 11/5/13

Steve Mellon, Director of Corp. Marketing — Date: 11/5/13

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

Keddie Resort Road Bridge Project in Plumas County, California
Bridge No. 9C-0034 on Keddie Resort Road (County Route #415)
Over Spanish Creek
PWRD 11-069

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT, dated June 24th, 2011, for the above captioned bridge project, is made and entered into this 22 day of MAY, 2015, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and QUINCY ENGINEERING, INC., a California Corporation ("Consultant").

Background

The "County" and the "Consultant" have mutually identified the need for an amendment to the professional services contract PWRD 11-069.:

This request is for additional funding to complete the preliminary engineering phase and the final design for construction. The additional costs are due to the main span being changed from a prceast conrete girder design ot a steel girder design. Physical constraints of the site related to the steep banks and large existing trees made accommodation of a PC/PS Girder bridge difficult. For this reason steel girders were chosen as the preferred alternative as they would require less tree removal, maintain the rural aesthetics of the project site, and result in more room to maneuver cranes lifting steel girders. This alternative also maintains access (using the existing bridge) for the residents and UPRR employees throughout the project construction.

The consultant and Structures Local Assistance Engineer (SLAE) met and discussed the alternatives for this bridge. SLAE has received an electronic copy of the revised Project Report and has reviewed the final type selection and forwarded recommendations to Caltrans District 02 and to Caltrans HQ. To date, SLAE is in agreement with the consultant's proposed 2-span steel alternative. SLAE has also reviewed the funds requested for additional PE for the design and found them to be reasonable.

The consultant has determined the additional costs as follows:

- Additional design/check effort for steel girder bridge type = $137,100
- Remaining budget (not used) = $104,848.56 and out of this remainder some of these funds may be used to complete additional tasks for the steel design.
- Total additional budget request to be added to the existing contract = $125,000.00

FHWA and Caltrans have reviewed and approved the amendment of the projects scope and have approved $125,000 (Federal: $110,663 and $14,337 Local) in additional Preliminary Engineering funding for the project. See attached E-76 approval dated 2/26/2015. The

Department of Public Works has the local match budgeted under Work Order #242 with State Match Exchange funds remaining totaling $24,905 as of 1/31/15.

NOW, THEREFORE, for the mutual covenants and conditions contained herein, the parties hereby agree that said Professional Services Agreement is amended as follows:

Task number P03-600-08 (Final Design) task order amount is increased as follows:
From $248,377.86 to $373,377.86.

All other provisions of the Professional Services Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

RECOMMENDED AS TO SCOPE OF WORK:

Robert A Perreault Jr — Date: MAY 20, 2015
Director of Public Works

APPROVED AS TO FORM:

Stephen L. Madwell, Deputy — Date: 4/8/15
County Counsel

AGREED TO BY: (not required if under $3,000)

Date: MAY 21, 2015
Chair, Plumas County Board of Supervisors

CONSULTANT
QUINCY ENGINEERING, INC.

Taxpayer ID Number: 68-0269312

Date: 3/6/15
John S. Quincy, President

Date: 3/6/15
Steve Mellon, Director of Corp. Marketing

THIRD AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND QUINCY ENGINEERING, INC.

This Third Amendment by and between the COUNTY OF PLUMAS ("County") and Quincy Engineering, Inc., a California Corporation ("Consultant").

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
   a. PLUMAS COUNTY and QUINCY ENGINEERING INC have entered into a written Agreement dated June 24, 2011, (the "Agreement"), in which QUINCY ENGINEERING INC agreed to provide professional engineering services, including environmental clearance studies (NEPA,CEQA), bridge type selection, and design for the replacement of the Keddie Bridge (No. 9C-0034) on Keddie Resort Road in Plumas County , California
   b. Because the County and Consultant have mutually identified the following reasons to amend the Original Agreement. Specifically:
      - Revise the plans and estimate to modify the bridge rail in accordance with current MASH testing and safety standards
      - Revise the plans and estimate to modify the approach railing from timber railing to a MASH approved approach railing
      - Review utility relocation plans and coordinate with utility companies to ensure plans and agreements are current
      - Provide County with right-of-way support and update plans to reflect changes to TCE and R/W takes.
      - Revise the project technical specifications to conform with the current 2018 Caltrans Standard Specifications
      - Re-submit 100% plans, specifications, and estimate
      - Respond to 1 final round of County comments on the 100% PS&E resubmittal
      - Submit final signed PS&E

      The Consultant has determined that the additional cost is as follows:

      Total increase of Sixty-Seven Thousand Thirty-Five Dollars ($67,035.00)

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

   A. Section 6.3 Project managers is amended to read as follows:
   The Director of Public Works designates John Mannle, Director of Public Works as Project Manager to work directly with Consultant in the performance of this Agreement.

   Consultant designates Scott McCauley, Senior Engineer as Project Manager who shall represent it and be its agent in all consultations with the County during the term of the Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by the County.

   B. Section 2.1 Compensation is amended to read as follows:
   Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B", attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's compensation shall in no case be greater than Seven Hundred Sixteen Thousand Thirty-Eight Dollars and Thirty-Seven Cents ($716,038.37)

Consultants Initials

County Initials

C. The Attached Exhibit A-1 "April 6, 2022 Letter" is added to Exhibit A- Scope of Work and Exhibit B – Fee Schedule and is incorporated herein.

3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, all provisions of the Agreement dated June 24, 2011 shall remain unchanged and in full force and effect.

COUNTY OF PLUMAS
A political subdivision of the State of California

Date: 9/20/2022

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Date: 9.20.2022

Heidi White
Clerk of the Board of Supervisors

CONSULTANT
Quincy Engineering, Inc.

Date: 9/28/2022

Jason Jurrens, Regional Manager

Approved as to form:

Joshua Brechtel
Deputy County Counsel I

Taxpayer ID Number – 68-0231292

Consultants Initials

County Initials

FOURTH AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND QUINCY ENGINEERING, INC.

This Fourth Amendment to Agreement ("Amendment") is made on Feb. 7, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Quincy Engineering Inc. ("CONTRACTOR") who agrees as follows:

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

   a. PLUMAS COUNTY and Quincy Engineering, Inc. have entered into a written Agreement, #PWRD-11-069, dated June 24, 2011, (the "Agreement"), in which Quincy Engineering Inc. agreed to provide professional engineering services for the Keddie Resort Road Bridge Replacement Project to Plumas County.

   b. Quincy Engineering Inc. desires to assign all right, title, and interest in and under the aforementioned professional service agreement to Consor North America, Inc.

   c. A signed Letter of Assignment (attached) shows consent by the County to the assignment by Quincy Engineering Inc. of all of its right, title and interest to Consor North America Inc. as the contracting party as of the date hereof, and acknowledge receipt of notice with respect thereto.

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

   a. All references to "Quincy Engineering Inc." are amended to read as "Consor North America Inc."

   b. Paragraph 6.4 shall be amended to read as follows:

      IF TO CONSULTANT

      Scott McCauley, P.E.
      Senior Engineer
      11017 Cobblerock Dr., Rancho Cordova, California 95670
      CONSOR
      1.916.368.9181 Ext.23333
      Scott.McCauley@consoreng.com

   c. The following provisions are added to the contract by Amendment No. 4:

6.25 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.

6.26 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.

3. **Effectiveness of Agreement**: Except as set forth in this Fourth Amendment of Agreement, all provisions of the Agreement dated June 24, 2011 and Amendments 1 through 3, shall remain unchanged and in full force and effect.

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

CONTRACTOR:

Consor North America Inc.

By: _____
Name: Jason Jurrens
Title: California Regional Manager
Date signed: 2/9/2023

COUNTY:

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

By: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed: 02 07 2023

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board of Supervisors
Date signed: 2.7.2023

Approved as to form:

_____ 1/23/2023
Joshua Brechtel
Deputy County Counsel

11017 Cobblerock Drive Suite 100
Rancho Cordova, CA 95670
916.368.9181

October 13, 2022

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

RE: Notice of Assignment and Request for Acknowledgement

Quincy Engineering, Incorporated (QEI) was acquired and became a wholly owned subsidiary of Consor North America, Incorporated[1] (Consor) in May 2019. Contracts between Plumas County and QEI may contain contract requirements requiring notice for the transfer and assignment of those contracts to any entity other than QEI. This letter serves as our request to assign the following Contracts (and all associated amendments, addenda, task orders, and work orders) to our parent Consor:

- Contract No. 11-069 - Keddie Resort Road Bridge Replacement Project
- Contract No. 19-01 - Blairsden Graeagle Bridge Replacement Project

Consor employs all staff currently working on these agreements, and you should see no change in the day-to-day progress and conduct of the work under these contracts. Consor agrees to assume full responsibility for execution and completion of all contracts with Plumas County effective immediately. Consor agrees that the provision of services under the agreements will be unchanged.

For your records, attached are the following:

- Consor's W-9 Form
- Certificate of Insurance

An updated certificate of insurance, with all coverages identical to those currently provided under QEI's certificate of insurance. Note that Consor assumes responsibility for all QEI's prior acts and has QEI listed as an insured under Consor's professional liability insurance policy, with full prior acts coverage.

In light of the information noted above and the documents attached, we respectfully request that Plumas County acknowledge the assignment of the aforementioned agreements to Consor. Except as expressly set forth herein, this acknowledgement letter neither amends, modifies, nor otherwise alters the terms and conditions of the Contracts/Agreements your agency has negotiated, which remain in full force and effect.

This Assignment will become effectively immediately upon your signature. Please return a copy to our attention at (scott.mccauley@consoreng.com).

If you have any questions, please feel free to contact me any time at 916.368.9181 or by email at Jason.Jurrens@consoreng.com.

[1] Formerly known as Murraysmith, Inc.

11017 Cobblerock Drive Suite 100
Rancho Cordova, CA 95670
916.368.9181

Sincerely,
Consor Engineers, Inc

Jason Jurrens, PE

California Regional Manager

Assignment Approved and Accepted this 7th day of February ~~2022~~ 2023

Plumas County Department of Public Works

By: John Mannle, Director

Its: John Mannle

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and Authorize a flex schedule for employees #100800, #101629, #101650, #101344 and #101694 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect Human Resources business hours or services to employees and the public.**

Recommendation:

Approve and Authorize a flex schedule for employees #100800, #101629, #101650, #101344 and #101694 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect Human Resources business hours or services to employees and the public.

Background and Discussion:

The Personnel Rules do not provide for deferred holidays, and due to an increase in employees seeking to work alternate schedules, including four ten schedules, this request is being brought before the Board.

Action:

Approve and Authorize a flex schedule for employees #100800, #101629, #101650, #101344 and #101694 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect Human Resources business hours or services to employees and the public.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Resolution No. 23- 8781

RESOLUTION NO: 23- 8781

A RESOLUTION TO ADOPT PLUMAS COUNTY CLARIFICATIONS OF PERSONNEL RULES

WHEREAS, Plumas County Personnel Rule 1.05 provides that the personnel rules "shall be amended as necessary by resolution of the Board; provided that the County complies with and "meet and confer obligation under California Government Code Section 3505"; and

WHEREAS, the Personnel Rules do not provide for deferred holidays, and due to an increase in employee's seeking to work alternate schedules including four tens, clarification is needed to address holiday hours for employees who work alternative schedules; and

WHEREAS, County Counsel, Human Resources and the County Administrative Officer have worked together to provide a clarification as to deferred holidays and requirements for employees working alternative schedules, and

WHEREAS, the Human Resource Director has met the meet and confer obligations, and all labor unions have had the opportunity to review the clarifications.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors does hereby authorize the adoption of this resolution to adopt "Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules" and "Clarification of Personnel Rules – Deferred Holidays" attached hereto as Exhibit A.

The foregoing was duly passed and adopted by the Board of Supervisors of the county of Plumas, State of California, at a regular meeting of said Board on the 18th day of April, 2023, by the following vote:

AYES: Supervisors Engel, Hagwood, McGowan, Goss, Ceresola

NOES: Supervisors None

ABSENT: Supervisors None

Dwight Ceresola

Dwight Ceresola, Chair
Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

EXHIBIT A

EXHIBIT A

Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules

Four Day Work Week

Employees currently scheduled to work four ten-hour days, otherwise known as a Four Day Work Week (FDWW Employees), pursuant to the Plumas County Personnel Rules, must provide the Auditor and Human Resources with a copy of their Board of Supervisors (BOS) Authorization by June 30, 2023, to continue a FDWW schedule. If the employee does not have a BOS Authorization, the Department Head may provide the request to the BOS. All employees beginning a FDWW schedule need BOS Authorization prior to initiating a FDWW schedule.

BOS Authorizations need to be specific to the individual.

Flex Time

Flex Time is defined in the Personnel Rules and within the applicable Memorandum of Understanding ("MOU").

Additional Flexible Schedules

The Department will need to seek prior approval from the BOS in the event that an employee needs a flexible schedule that does not fall within the definition of FDWW or Flex Time.

Holiday Pay for FDWW, Flex Time and Flexibly Scheduled Employees

FDWW, Flex Time and Flexibly Scheduled employees are not entitled to defer holidays unless provided for in their MOU.

Pursuant to the Personnel Rules and applicable MOUs, holiday pay is paid out for an eight-hour day, or percentage for part-time employees. If a week contains a holiday ("holiday week"), FDWW employees must adjust their schedule to ensure that their hours worked, in combination with any Paid Time Off (PTO), is equal to their weekly hours excluding holiday hours ("base hours"). For instance, if an employee's workweek is typically 40 hours, and a single holiday falls on that week, the employee's base hours are 32 hours, which can include work hours and/or PTO to meet their 40-hour workweek.

Employees who are required to work on holidays, or work more than their base hours on a holiday week, may take overtime pay or compensatory time off pursuant to the Personnel Rules and any applicable MOU. If a Department has a legitimate business need to have staff work more than their base hours on a holiday week for a non-emergent reason, the Department Head must seek prior approval from the BOS. Prior approval will include a plan explaining the business need, how many staff are needed, and what the arrangements are for providing holiday time or pay.

FDWW or Flexibly Scheduled employees whose pre-scheduled day off occurs on a holiday may adjust their schedule in the following ways: 1) with supervisor approval, the FDWW Employee

may take off another day during the same workweek, using PTO if necessary to meet their base hours, or 2) the employee may work four eight-hour days, and then claim the holiday, or 3) any other schedule that is approved by the supervisor that allows the employee to meet their base hours during the holiday week.

Clarification of Personnel Rules

Deferred Holidays

Plumas County's Personnel Rules do not provide for deferred holidays. Only employees whose Memorandum of Understanding ("MOU") directly references deferred holidays may defer their holidays and must do so in accordance with the MOU.

A "deferred holiday" occurs when a holiday falls on an employee's regular day off and the employee opts to use the holiday at a later time, or when an employee chooses to defer eight hours of holiday time in lieu of being paid for working on a holiday. Employees who do not have deferred holidays in their MOUs must take their holidays pursuant to the Plumas County Personnel Rules and any clarifications thereto.

If an employee has previously been granted a deferred holiday without an applicable Memorandum of Understanding, that employee will have until May 31, 2023, to use the holiday time or convert the deferred holiday time into compensatory time off. If the Department Head denies the employee's request to use the deferred holiday time, or the employee already has the maximum amount of compensatory time off in their leave balance, the employee shall be entitled to be paid out prior to the end of the 2022-2023 fiscal year.

Employees with an applicable MOU who have accrued holiday hours past the 60-days stated in the MOU, shall use any accrued holiday hours, or convert the deferred holiday time into compensatory time off, prior to May 31, 2023. If the Department is unable to accommodate the holiday hours, or the employee already has the maximum amount of compensatory time off in their leave balance, the employee shall have the deferred holiday hours paid out prior to the end of the 2022-2023 fiscal year.

Employees who are not covered by an applicable MOU may not defer holiday time.

PLUMAS COUNTY
RISK MANAGEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Travis Goings, Director of Risk Management**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize a flex schedule for employees #101344, #377900, and #735050 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect employees in the Risk Management and OES Department's hours or services to employees and the public.**

Recommendation:

Approve and authorize a flex schedule for employees #101344, #377900, and #735050 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect employees in the Risk Management and OES Department's hours or services to employees and the public.

Background and Discussion:

The Personnel Rules do not provide for deferred holidays, and due to an increase in employees seeking to work alternate work schedules including for tens, this item is being brought before the Board.

Action:

Approve and authorize a flex schedule for employees #101344, #377900, and #735050 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect employees in the Risk Management and OES Department's hours or services to employees and the public.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Resolution No. 23- 8781

RESOLUTION NO: 23- 8781

A RESOLUTION TO ADOPT PLUMAS COUNTY CLARIFICATIONS OF PERSONNEL RULES

WHEREAS, Plumas County Personnel Rule 1.05 provides that the personnel rules "shall be amended as necessary by resolution of the Board; provided that the County complies with and "meet and confer obligation under California Government Code Section 3505"; and

WHEREAS, the Personnel Rules do not provide for deferred holidays, and due to an increase in employee's seeking to work alternate schedules including four tens, clarification is needed to address holiday hours for employees who work alternative schedules; and

WHEREAS, County Counsel, Human Resources and the County Administrative Officer have worked together to provide a clarification as to deferred holidays and requirements for employees working alternative schedules, and

WHEREAS, the Human Resource Director has met the meet and confer obligations, and all labor unions have had the opportunity to review the clarifications.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors does hereby authorize the adoption of this resolution to adopt "Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules" and "Clarification of Personnel Rules – Deferred Holidays" attached hereto as Exhibit A.

The foregoing was duly passed and adopted by the Board of Supervisors of the county of Plumas, State of California, at a regular meeting of said Board on the 18th day of April, 2023, by the following vote:

AYES: Supervisors Engel, Hagwood, McGowan, Goss, Ceresola

NOES: Supervisors None

ABSENT: Supervisors None

Dwight Ceresola

Dwight Ceresola, Chair
Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

EXHIBIT A

EXHIBIT A

Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules

Four Day Work Week

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BOS Authorizations need to be specific to the individual.

Flex Time

Flex Time is defined in the Personnel Rules and within the applicable Memorandum of Understanding ("MOU").

Additional Flexible Schedules

The Department will need to seek prior approval from the BOS in the event that an employee needs a flexible schedule that does not fall within the definition of FDWW or Flex Time.

Holiday Pay for FDWW, Flex Time and Flexibly Scheduled Employees

FDWW, Flex Time and Flexibly Scheduled employees are not entitled to defer holidays unless provided for in their MOU.

Pursuant to the Personnel Rules and applicable MOUs, holiday pay is paid out for an eight-hour day, or percentage for part-time employees. If a week contains a holiday ("holiday week"), FDWW employees must adjust their schedule to ensure that their hours worked, in combination with any Paid Time Off (PTO), is equal to their weekly hours excluding holiday hours ("base hours"). For instance, if an employee's workweek is typically 40 hours, and a single holiday falls on that week, the employee's base hours are 32 hours, which can include work hours and/or PTO to meet their 40-hour workweek.

Employees who are required to work on holidays, or work more than their base hours on a holiday week, may take overtime pay or compensatory time off pursuant to the Personnel Rules and any applicable MOU. If a Department has a legitimate business need to have staff work more than their base hours on a holiday week for a non-emergent reason, the Department Head must seek prior approval from the BOS. Prior approval will include a plan explaining the business need, how many staff are needed, and what the arrangements are for providing holiday time or pay.

FDWW or Flexibly Scheduled employees whose pre-scheduled day off occurs on a holiday may adjust their schedule in the following ways: 1) with supervisor approval, the FDWW Employee

may take off another day during the same workweek, using PTO if necessary to meet their base hours, or 2) the employee may work four eight-hour days, and then claim the holiday, or 3) any other schedule that is approved by the supervisor that allows the employee to meet their base hours during the holiday week.

Clarification of Personnel Rules

Deferred Holidays

Plumas County's Personnel Rules do not provide for deferred holidays. Only employees whose Memorandum of Understanding ("MOU") directly references deferred holidays may defer their holidays and must do so in accordance with the MOU.

A "deferred holiday" occurs when a holiday falls on an employee's regular day off and the employee opts to use the holiday at a later time, or when an employee chooses to defer eight hours of holiday time in lieu of being paid for working on a holiday. Employees who do not have deferred holidays in their MOUs must take their holidays pursuant to the Plumas County Personnel Rules and any clarifications thereto.

If an employee has previously been granted a deferred holiday without an applicable Memorandum of Understanding, that employee will have until May 31, 2023, to use the holiday time or convert the deferred holiday time into compensatory time off. If the Department Head denies the employee's request to use the deferred holiday time, or the employee already has the maximum amount of compensatory time off in their leave balance, the employee shall be entitled to be paid out prior to the end of the 2022-2023 fiscal year.

Employees with an applicable MOU who have accrued holiday hours past the 60-days stated in the MOU, shall use any accrued holiday hours, or convert the deferred holiday time into compensatory time off, prior to May 31, 2023. If the Department is unable to accommodate the holiday hours, or the employee already has the maximum amount of compensatory time off in their leave balance, the employee shall have the deferred holiday hours paid out prior to the end of the 2022-2023 fiscal year.

Employees who are not covered by an applicable MOU may not defer holiday time.

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Gregory Ellingson, Director of Information Technology**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc. for Megabyte property tax software support and maintenance, effective July 1, 2025, through June 30, 2026; not to exceed $150,484.44; (General Fund Impact) as expected to be approved in recommended FY25/26 budget; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc. for Megabyte property tax software support and maintenance, effective July 1, 2025, through June 30, 2026; not to exceed $150,484.44; (General Fund Impact) as expected to be approved in recommended FY25/26 budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County.

Action:

Approve the agenda item.

Fiscal Impact:

General Fund Impact.

Attachments:
1. 5303 FINAL

AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2025 and terminating June 30, 2026 by and between the COUNTY OF PLUMAS, hereinafter referred to as the "County" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Rocklin, California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A (the “Support Services”), attached and by this reference incorporated herein.

3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor’s standard hourly rate subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site. Contractor’s compensation shall in no case exceed one hundred & fifty thousand, four hundred & eight four dollars and forty four cents ($150,484.44).

4. Payments. County shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Rocklin, California 95677, within 15 working days of receipt of the invoice. Invoices shall be submitted to:

   Plumas County Information Technology

   520 Main Street, Room 211

   Quincy, CA 95971

5. Audit by the California State Auditor. Contractor acknowledges that if the total compensation under this agreement is greater than $10,000.00, this Agreement is subject to the examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years,

or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under this agreement.

6. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

7. County's Responsibility. County shall comply with all requirements that apply to it under applicable laws and regulations, including laws and regulations governing intellectual property and data privacy. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

8. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

9. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

10. Data Protection.

    A. County hereby acknowledges and agrees that in order to provide the Support Services, County may directly or indirectly provide, or Contractor will otherwise have access to and retain, confidential, non-public information (including personally identifiable information), statistics, metrics, and other data concerning County or County's clients or constituents (collectively, "County Data"). As between County and Contractor, County owns County Data and all County Data shall remain the

property of County. County hereby grants to Contractor and its affiliates and subcontractors a right and license to use and process County Data to the extent reasonably necessary to (i) monitor, provide, administer, ensure the proper operation of, develop, improve, and modify the Support Services, (ii) develop and provide new and existing functionality and services to County and other Contractor customers, and (iii) perform Contractor's rights and obligations under this Agreement.

B. Contractor shall not collect, retain, use, sell, or disclose County Data for any purpose (including for any commercial purpose) other than for the specific purposes set forth in this Agreement, unless otherwise required by law, and shall not use County Data for the purposes of conducting online/targeted behavioral advertising for County or any other third party. Contractor shall, at County's reasonable request, cease any unauthorized processing of County Data and grant County authorization to assess and remediate any such unauthorized processing. Except to the extent otherwise agreed to by Contractor in writing (and a statement of work, order form, or similar documentation are acceptable forms of writing), County shall not provide Contractor with any unencrypted personally identifiable information that is considered sensitive (e.g., a social security number, driver's license number, financial account data, health data) as part of the Support Services or otherwise. Any violation of this clause by County shall be considered a material breach of this Agreement and County hereby releases Contractor from, and shall not hold Contractor liable for, any loss, damages, or harm Contractor incurs as a result of County's violation of this Section 10.

C. Cooperation; Assistance. Contractor shall provide reasonable assistance to County to enable County to comply with its obligations and responsibilities under any applicable privacy law, including with respect to providing access to, correcting, and deleting County Data. Contractor shall promptly notify County if Contractor receives a correspondence, inquiry, complaint, request, or demand concerning Contractor's use or processing of County Data.

11. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the

materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

12. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

13. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.

14. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:

A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

15. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

16. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

17. Confidentiality.

A. Contractor will hold all County Data in trust and confidence, and limit access to such County Data to only those individuals who have a business need for such access and undertake reasonable steps to ensure the reliability of all individuals who have access to such County Data. Contractor shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard County Data from unauthorized use or disclosure, which shall include written policies describing its security controls and the relevant procedures and responsibilities of Contractor personnel who have access to County Data. Contractor shall designate a senior employee to be responsible for the overall management of Contractor's information security program. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such County Data.

B. Contractor shall, where legally required, notify County of any unauthorized access to or use of County Data when Contractor discovers the same. In such circumstances, Contractor shall provide timely information to County relating to such unauthorized access or use and promptly take reasonable steps to contain, investigate, and mitigate the same. Any action or notification taken by Contractor in accordance with

this clause shall not be interpreted or construed, in any manner, as an admission of liability, wrongdoing, or fault. Contractor shall not be liable to County or any third party for damages, losses, or harm arising from any unauthorized access to or use of County Data, provided such damages, losses or harm are caused by an act or omission of County or a third party acting outside the control of Contractor, or by County's breach of this agreement.

18. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

19. Termination. The County or Contractor may terminate this agreement with 60 days written notice.

20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Rocklin, California 95677. Notices to the County shall be addressed to Plumas County Information Technology. 520 Main Street, Room 211. Quincy, CA 95971. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

21. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the

other, all disputes, claims, questions, or differences shall be finally settled by arbitration. The arbitration shall be conducted by a neutral arbitrator and in accordance with California law, with the parties sharing equally the costs of arbitration. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22. Subcontractors. County hereby acknowledges and agrees that Contractor may use affiliates and subcontractors to assist with its provision of Support Services to County, provided Contractor executes with any such affiliates and subcontractors a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement. Contractor shall undertake all reasonable efforts to ensure that any such affiliates and subcontractors can comply, and are in compliance, with the terms and conditions set forth in this agreement.

23. Feedback. County may voluntarily, but is not required to, provide Contractor and/or Contractor affiliates and subcontractors with ideas, suggestions, requests, recommendations or feedback about the Contractor's business operations, products, and services ("Feedback"). In circumstances where County provides Contractor and/or Contractor affiliates and subcontractors with such Feedback, Contractor shall own all rights, title and interest, including all intellectual property rights, in and to the Feedback, including any configurations and customizations thereof. County hereby represents and warrants to Contractor that it has all rights to provide any and all such Feedback to Contractor.

CONTRACTOR:
Megabyte Systems, Inc

By _____
Nicholas M Betts
President/Secretary

Date Signed: _____

ATTEST:

By:_____
Allen Hiskey

Date Signed: _____

Plumas County:

By:_____
Kevin Goss, Chair
Board of Supervisors

Date signed: _____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
    - Web training classes
    - Training materials will be posted on the Megabyte website
    - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
    - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
    - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
    - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
    - Assistance with balancing property and tax assessment programs.
    - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support

Contractor shall provide the following features and support services for MPTS Online Business (OBPF):

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change.
- View/Print of completed form(s).
- Extraction of data for web access.
- Audit reports.
- Import/merge of filed data to the personal property system.
- Images/PDF retained of the filed statements with access via the personal property subsystem.

Transient Occupancy Tax (TOT) Maintenance/Support

Contractor shall provide the following features and support services for MPTS Transient Occupancy Tax (TOT):

- Intuitive, easy to navigate interface
- Flexibility in county setup (defining fiscal year start month, return due dates and penalties/fees)
- Ability to define multiple TOT rates and local (tourism) charges, calculated as a dollar amount per room sold or percent of receipts
- Ability to link properties to MPTS Assessment data
- Create and manage new TOT certificates, as well as certificates for existing TOT registration numbers
- Generation of quarterly TOT Return forms, registration certificates and letters
- Linking multiple certificates to a single filing agent
- TOT Return processing (including web portal for on-line filing of returns).
- Multiple returns can be filed for the same certificate and reporting period
- Process payments and deposits (including on-line credit card payments)
- Allowing partial payment of returns
- Various reports: non-payment, delinquency letter, financial reports

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2025 – 6/30/2026	MPTS Property Tax System Maintenance/Support	$11,221.15 per month
7/1/2025 – 6/30/2026	Online Business Property Filing Maintenance/Support	$324.75 per month
7/1/2025 – 6/30/2026	Transient Occupancy Tax Licensing/Support	$305.72 per month

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

   $150.00 per hour

2. On-site support, with a four-hour minimum, including time in transit.

   $150.00 per hour

3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

ADDENDUM TO AGREEMENT
PROPERTY TAX SYSTEM MAINTENANCE
JULY 1st, 2025

MEGABYTE SYSTEMS INC
MPTS WEB SERVICES

This MPTS Web Services Agreement is by and between the County of Plumas, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Rocklin, California 95677, hereinafter referred to as "Contractor".

1. This Agreement is considered to be an addendum to the existing Agreement Property Tax System Maintenance dated July 1st, 2025, in effect between County and Contractor.

2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Assessor Public Version of the MPTS Web Services.

   The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.

4. **Term**. The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the monthly licensing fee is paid to Contractor by County.

5. **Services to be provided**. Contractor shall provide the following MTPS Web Services to the County.

   Public Version for Assessor and Tax Collector Departments:

   - Search capabilities limited to Parcel or Assessment numbers.
   - Assessor Inquiry – Current Assessment Roll information only.
   - Tax Collector – Current Tax Roll information only.
   - Cosmetic Customizations only i.e. color schemes, County logos, etc.
   - Note: this version does not have any Security features. Name only appears, not address.
   - Prior Year (previous year only) View/Print Taxbill Online (additional monthly charge of $55.18 included in price below).
   - Web bill print for Tax Collector (additional monthly charge of $88.04 included in price below).

6. **Price**. The monthly charge for the MPTS Web Services described above is $688.75. If on-site support is required travel time and expenses will be billable to County at the standard Megabyte rate. County is responsible for paying any state or local sales or use taxes that may be attributable to the License granted herein.

7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of T1 or business DSL).

8. **Termination**. County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

ADDENDUM TO AGREEMENT
PROPERTY TAX SYSTEM MAINTENANCE
JULY 1st, 2024

MEGABYTE SYSTEMS INC
MPTS WEB SERVICES

CONTRACTOR:
Megabyte Systems, Inc.

By: _____
Nicholas M Betts,
President/Secretary

Date Signed: _____

Plumas County:

By: _____
Kevin Goss, Chair
Board of Supervisors

Date signed: _____

ATTEST:

By: _____
Allen Hiskey

Date Signed: _____

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

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

FROM: **Tracey Ferguson, Director of Planning**

MEETING DATE: **May 6, 2025**

SUBJECT: **CONTINUED FROM APRIL 8, 2025: Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance update on the Board of Supervisors motion of April 8, 2025, and information pertaining to Government Code Section 65854, effective January 1, 2025, under Assembly Bill 2904 (2024) that requires local agencies give at least 20 days notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property; discussion only.**

Recommendation:

1. Receive update on Staniger Zone Change (ZC 9-23/24-01) Board of Supervisors motion of April 8, 2025.
2. Receive information pertaining to Government Code Section 65854, effective January 1, 2025, under Assembly Bill 2904 (2024) that requires local agencies give at least 20 days notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property.

Background and Discussion:

Update on Staniger Zone Change (ZC 9-23/24-01) Board of Supervisors motion of May 6, 2025

At the Board of Supervisors April 1, 2025, meeting, the Staniger Zone Change (ZC 9-23/24-01) application was introduced and discussed to amend the zoning applied to the parcel located at 7398 Highway 147, Lake Almanor (APN 106-010-004-000) adding approximately 9.0 acres of the Farm Animal Combining Zone ("F") to the approximately 16.93-acre Suburban ("S-1") parcel zoning. During the April 1, 2025 meeting, the Board received the Planning Commission Resolution Number 2025-01 and Planning Department staff report on the proposed Zone Change, held a public hearing, received public comment, introduced and waived the first reading of the ordinance, and continued the public hearing for adoption of the proposed Zone Change by resolution and ordinance for the regularly scheduled Board of Supervisors meeting on April 8, 2025.

At the Board of Supervisors April 8, 2025, meeting, the Staniger Zone Change (ZC 9-23/24-01) application was recommended to 1) receive public comment from the continued public hearing from April 1, 2025; 2) adopt RESOLUTION 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; 3) find the Zone Change (ZC 9-23/24-01) approval by ORDINANCE exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and 4) adopt an ORDINANCE of the County of Plumas, State of California, first introduced on April 1, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01).

During the April 8, 2025 meeting, the Board continued the public hearing, received public comment, and closed the public hearing. The Board then discussed the application and Supervisor McGowan made a motion to "Bring this item back on May 6, 2025, in order for Mrs. Staniger and Tracey Ferguson to have a meeting to discuss a barrier [buffer] or reduction in acreage" with a second by Supervisor Goss; and the motion passed by split vote, as follows: Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 4, Vice-Chair Hall. No: Supervisor - District 5 Engel.

Since the April 8, 2025, Board of Supervisors meeting, the Planning Department has received additional public

comment on the application. Those comments are attached to this staff report.

On May 1, 2025, Tracey Ferguson, Planning Director met with Nicole Staniger, owner/applicant, at the subject parcel to walk the 9 acres proposed for “F” combining zone in context of the Board’s motion to discuss a possible increase in the 150 foot buffer along the western property line, which was proactively proposed between the “F” combining zone “large animal husbandry” use and the “S-1” zoned parcels that front Highway 147 to ensure that “hoofed livestock” would be kept away from adjoining residences, wells, and septic and leach field systems and goes beyond the standard from the California Department of Water Resources, water well standards (Bulletins 74-81 and 74-90 combined) Part II Water Well Construction, Section 8 Well Location with Respect to Contaminants and Pollutants, Section A (Separation), that states: All water wells shall be located an adequate horizontal distance, minimum 100 feet, from known or potential sources of pollution and contamination. Such sources include but are not limited to: … “barnyard and stable areas,” and animal or fowl enclosures.

See also attached exhibit illustrating the areas within the 9 acres of proposed “F” combing zone are sloped and range from 10% to 13% to 15% to 18% with a maximum slope of approximately 20% located at the northeast and southeast corners of the proposed “F” combing zone. The driveway/private road through the subject parcel is being between 10% and 15%. Generally, the aspect or compass direction that the downhill slopes face for the northern portion of the 9 acres of proposed “F” combing zone is “West” (slope is going west with a “West Aspect), and for the southern portion of the 9 acres of proposed “F” combing zone is “Southwest” (slope is going southwest with a “Southwest Aspect). Elevations are also shown.

On May 1, 2025, no areas of the 9-acres were directed by Nicole Staniger for removal out of the proposed “F” combining zone designated on “Exhibit A” to the Board of Supervisors under Resolution No. 2025-_____ 2025 Spring, Plumas County Zone Change, Staniger ZC 9-23/24-01 provided as part of the April 1, 2025, Public Hearing packet and therefore the owner/applicant continues to propose the 150 foot buffer along the western property line, as presented and recommended by the Planning Commission Resolution Number P.C. 2025-01 duly passed and adopted on March 20, 2025.

Public Hearing Noticing

On April 18, 2025, the Planning Director, Tracey Ferguson, was made aware of a new Government Code Section 65854, effective January 1, 2025, under Assembly Bill 2904 (2024) that requires local agencies give at least 20 days notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property. Under previous state law (California Government Code Section 65090), local agencies were required to provide at least 10 days’ notice before a proposed zoning ordinance or amendment to a zoning ordinance is presented to the local planning commission. However, AB 2904 has now changed the public noticing period to not less than 20 days before the scheduled planning commission meeting when the proposed ordinance affects the permitted uses of property. AB 2904 reinforces the importance of transparency and public participation in zoning decisions, ensuring that residents and property owners have enough time to be involved in the planning process.

On April 18, 2025, the Planning Director, Tracey Ferguson, contacted County Counsel to obtain a legal option pertaining to Government Code Section 65854 and the Planning Director’s desire for public disclosure and necessity to remedy the Planning Commission public noticing of the March 20, 2025, Planning Commission public hearing for the Staniger Zone Change (ZC 9-23/24-01).

On April 28, 2025, the Planning Director, Tracey Ferguson, received County Counsel’s legal opinion about the potential concerns the Planning Department has over Government Code Section 65854 and the requirements for compliance.

Due to the nature of the Staniger Zone Change (ZC 9-23/24-01), being an ordinance affecting the permitted uses of real property, Government Code Section 65854 does require the Planning Department to give at least 20 days’ notice before the Plumas County Planning Commission and the Board of Supervisors can hold a properly noticed public hearing.

The Staniger Zone Change (ZC 9-23/24-01) Planning Commission public hearing of March 20, 2025, was given notice on March 10, 2025 or 10 days' public notice; and therefore, in order to remedy the Government Code Section 65090 and Section 65094 noticing requirements, effective January 1, 2025, the Staniger Zone Change application will need to return to the Planning Commission and be properly noticed for a period not less than 20 days before the scheduled Planning Commission public hearing. For public information, the soonest regular meeting of the Planning Commission date, with proper noticing, where the Staniger Zone Change can be heard is June 5, 2025.

Action:

No action is recommended to be taken; information only.

Fiscal Impact:

Planning Department Fee Schedule: $1,325.00 paid by applicant for Zone Change application fees.

Attachments:

1. PublicCommentPost4.8.25BOSPublicHearing
2. Staniger Zone Change 150ft Buffer
3. CA GC Sections_65090_65854

Evans, Tim

From: Public - Shared Mailbox
Sent: Friday, May 2, 2025 6:45 AM
To: Ferguson, Tracey
Subject: FW: Public Comment Submission

Hi Tracey,

Public Comments received yesterday evening regarding the Staniger property.

Thank you,

Allen L. Hiskey
Clerk of the Board of Supervisors
(530) 283-6170
520 Main Street Room 309
Quincy, CA 95971
pcbs@countyofplumas.com

Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.

From: No Reply <noreply@civicplus.com>
Sent: Thursday, May 1, 2025 7:56 PM
To: Public - Shared Mailbox <public@countyofplumas.com>
Subject: Public Comment Submission

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.

Submitted by: Suzanne Mueller
Email Address: MTcoolbeans@yahoo.com

Commented on event: https://plumascoca.portal.civicclerk.com/event/1593/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As I can't attend the Board Of Supervisors meeting in person, I am taking this opportunity to make a comment on record regarding the proposed Staniger zoning change proposed off Hwy 147 on the east shore of Lake Almanor. I live on 147 about a mile from the proposed zoning change and own a house in Hamilton Branch 1/2 mile away. The culture in our area is lake life. The parcels that run in front of this approximately 17 acres will be unfairly and negatively impacted by this zoning change. There are some 16 plus parcels with lake view summer homes that will be subjected to the noise, smell, and environmental impact that raising large farm animals will bring. An 18% grade will undoubtedly send waste products toward these parcels. And the proposed 150 ft buffer will not be adequate to isolate these parcels from any of this. Property values will be impacted. Why anyone would purchase property in such an inappropriate area for a farm is anybody's guess but it is unfair and unreasonable to make zoning changes to suit one family at the expense of property owners of parcels that were established in the 1950s

Evans, Tim

From: Kelby Gardiner <kelbygardiner@gmail.com>
Sent: Friday, April 18, 2025 9:35 AM
To: Ferguson, Tracey
Subject: Staniger farm overlay

You don't often get email from kelbygardiner@gmail.com. Learn why this is important

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.

Good morning Tracey,
Please consider my comments in regard to the proposed rezoning that will be discussed at the May 8th BOS meeting.
I own and manage several properties in plumas county and fully support the proposed farm overlay as well as the other land stewardship actions that the Staniger family have implemented.
The timber stand improvement project that was recently conducted at this site has drastically reduced the risk of high severity wildfire and the neighborhood is lucky to have it in place. It is exactly what every landowner should be doing to improve value and forest health. Continued maintenance of their timber stand including pile burning (which I helped with earlier this month) and potentially underburning will further improve forest resilience and demonstrate how to be a good steward of the land.
Raising farm animals on their own land is no different and should not be impeded. Sustainable grazing has been shown to benefit the ecosystem and effectively reduce flammable fuels like grasses and forbes that might otherwise contribute to the spread of wildfire. One prime example is the stand of pines at the Dawn Apple orchard 1 mile southwest of Indian Falls. Pigs were raised there for several years prior to the Dixie fire. That stand of mature pines are the only green trees that remain post-fire, due in part to the fuel reduction activities and livestock that were kept there by the previous residents.
In the interest of setting a desirable precedent for future farm overlay requests and preserving the rights of proactive landowners, please approve this rezoning without modification or reduction in size ASAP.
Thank you,
Kelby Gardiner
Hydrologist and Plumas Underburn Co-op member

PUBLIC COMMENT – Staniger Zone Change (ZC 9-23/24-10)

JARRET LEPAGE
Property Owner of 5432 Highway 147

Comment taken by phone, to Tracey Ferguson, Planning Director, on April 22, 2025, at 7:55AM.

COMMENTS ARE AS FOLLOWS:

1. That's forestry land.
2. I'm a licensed timber operator and my wife is an english teacher.
3. Elders don't need to put up with the farm animals.
4. Nobody would have bought that property with poop running downhill.
5. Please don't ruin our property value.
6. They should have bought farmland if they wanted to farm.
7. We like Lake Almanor the way it is.
8. We are opposed to bullying the neighbors with the farm animals.

END OF COMMENTS

Evans, Tim

From: Graham Shea <telagraham@gmail.com>
Sent: Tuesday, April 29, 2025 10:33 AM
To: Ferguson, Tracey
Subject: Public comment regarding re-zoning issue of Staniger property

You don't often get email from telagraham@gmail.com. Learn why this is important

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.

Having listened to prior comment and become knowledgeable about the facts of this issue before the board, I feel compelled to make explicit a couple observations. The board's concern to arrive at an outcome that provides as much satisfaction as possible for all parties is an understandable impulse of humane care, but it raises some grave problems of process.

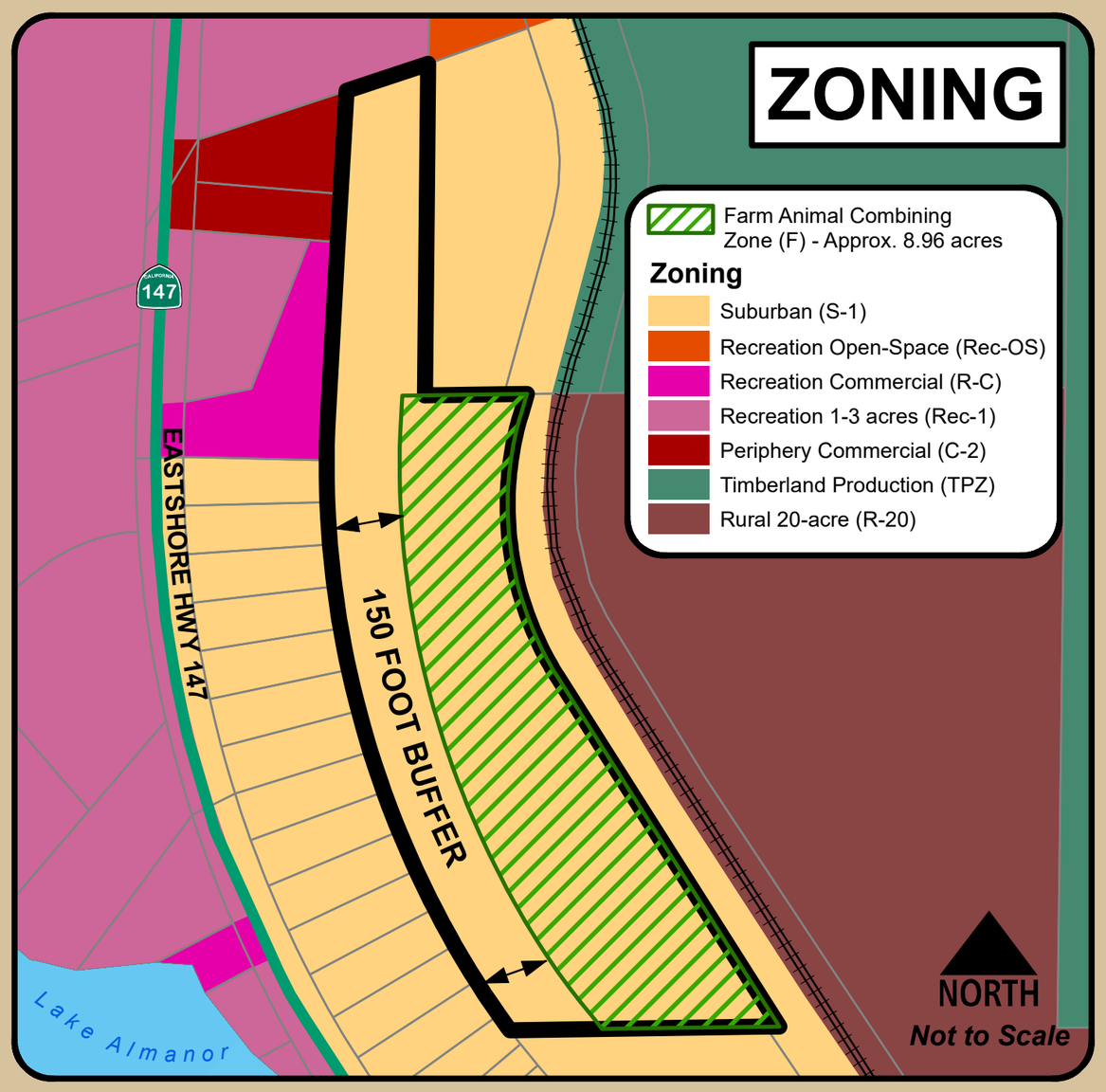
The laws in place to regulate zoning, health, and safety are basic regulations to rule out what is clearly and always not beneficial for county residents. Those laws are necessary but not sufficient for harmonious and considerate coexistence. Neighborly relationships always entail many potential conflicts to navigate, but the very necessity of navigating them ought to be a struggle toward the virtuous cycle of increased mutual understanding and appreciation.

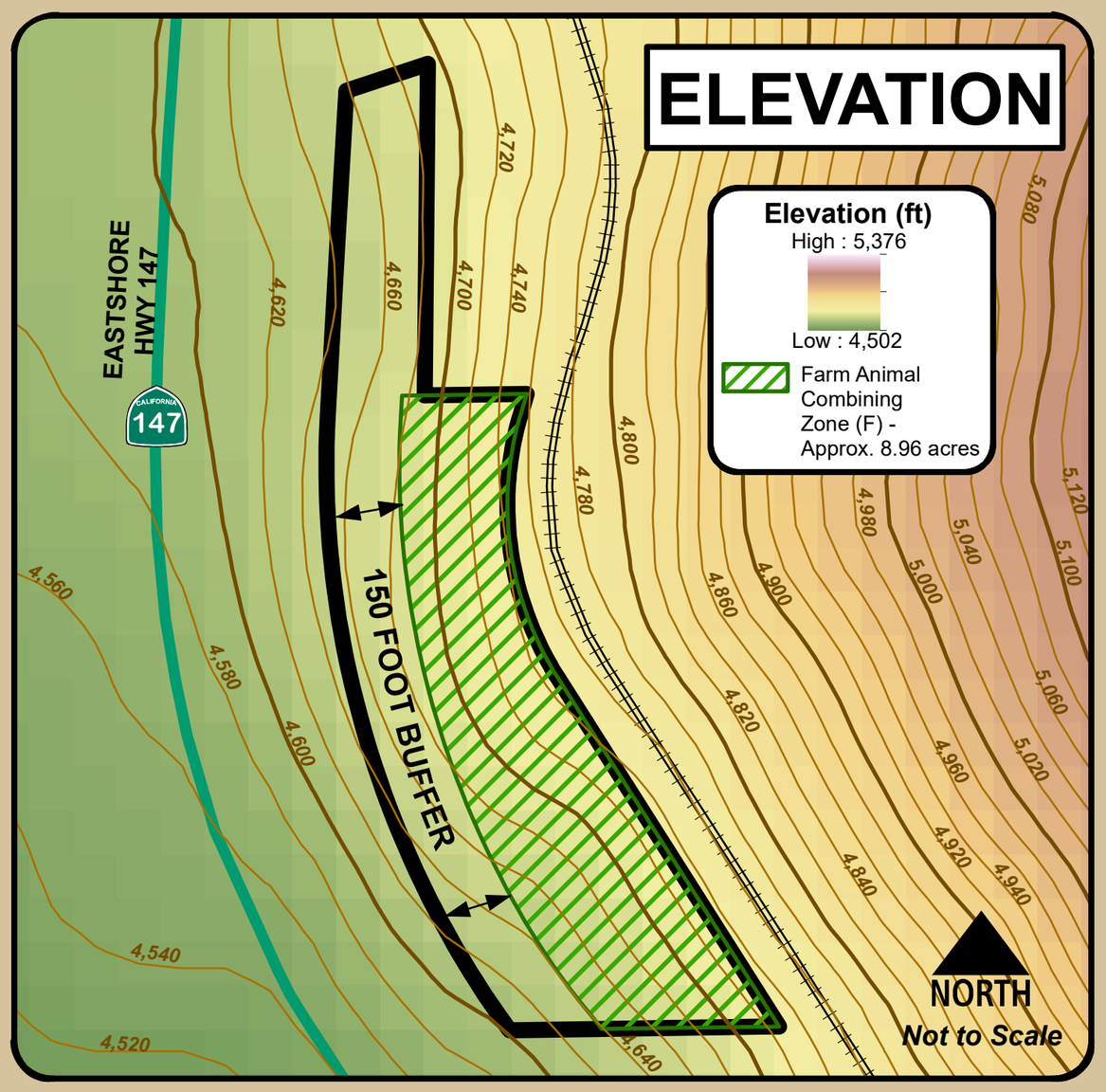
When the board takes into consideration of its legal decisions any such domestic concerns, it creates a vicious cycle by incentivizing residents to revert to legal arguments rather than relational ones, and to appeal to force and suit rather than conscience and courtesy. For residents, legal proceedings carry the dual appeal of avoiding the vulnerability of personal relationship, and of achieving permanent binding force. But for the county, such legal proceedings create an extreme burden of time and labor as every bit of the regulatory system is explored and potential appeals exhausted.

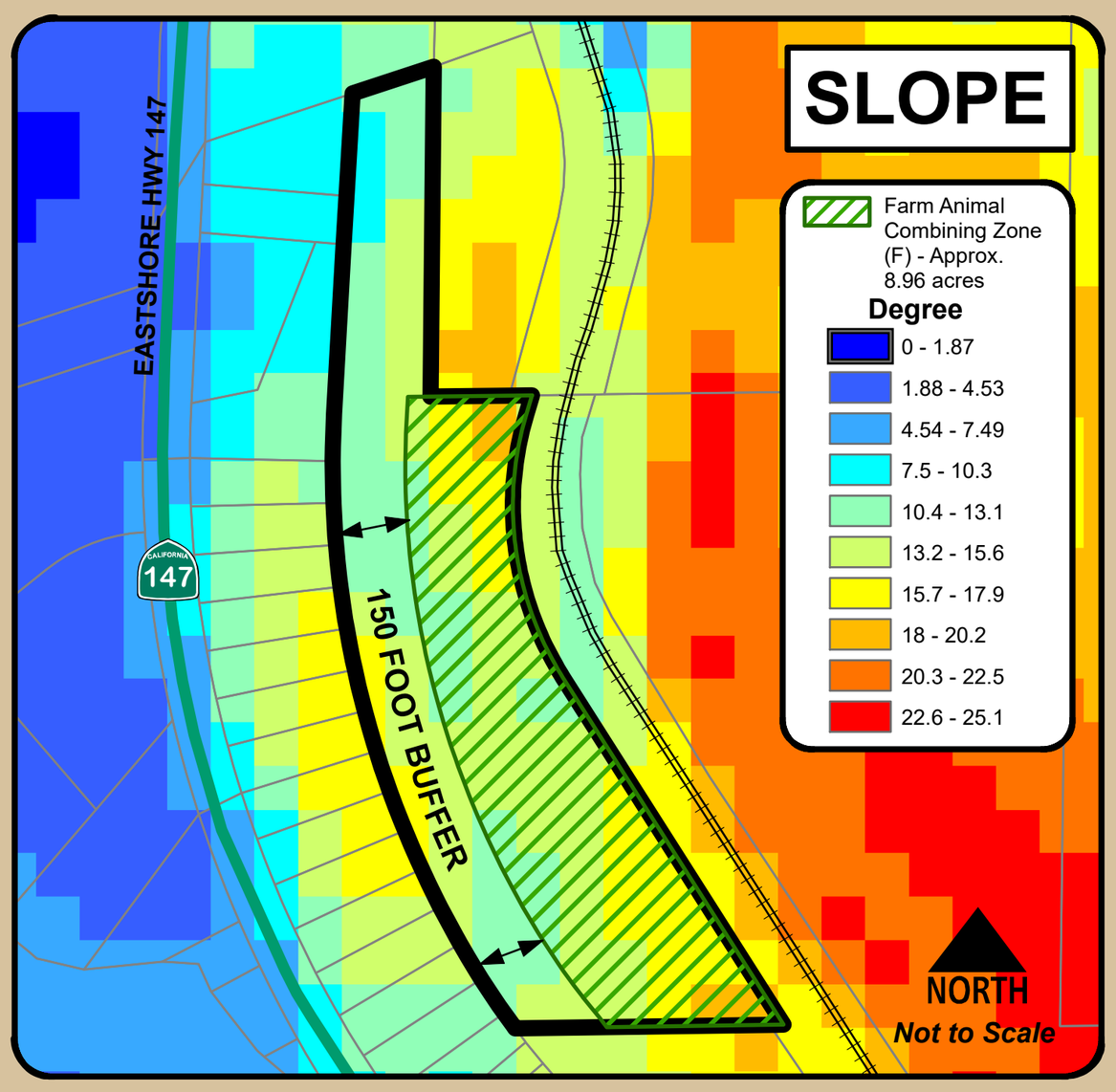
Our community is an extremely dense relational web, and I grieve seeing acquaintances in conflict on opposing sides of any issue. It is no coincidence that personal perspectives of what is or ought to be legal often align along relational ties and among subcultures with common interests. This fact speaks loudly about the malleability of our preferences and tolerances when relationship is involved. Fortunately, it means we as residents have the opportunity to embrace common courtesy and to find real satisfaction beyond both the minimums of the law and the limitations of our static perspectives. Your job as the board of directors is to clarify and execute regulation that is minimally necessary.

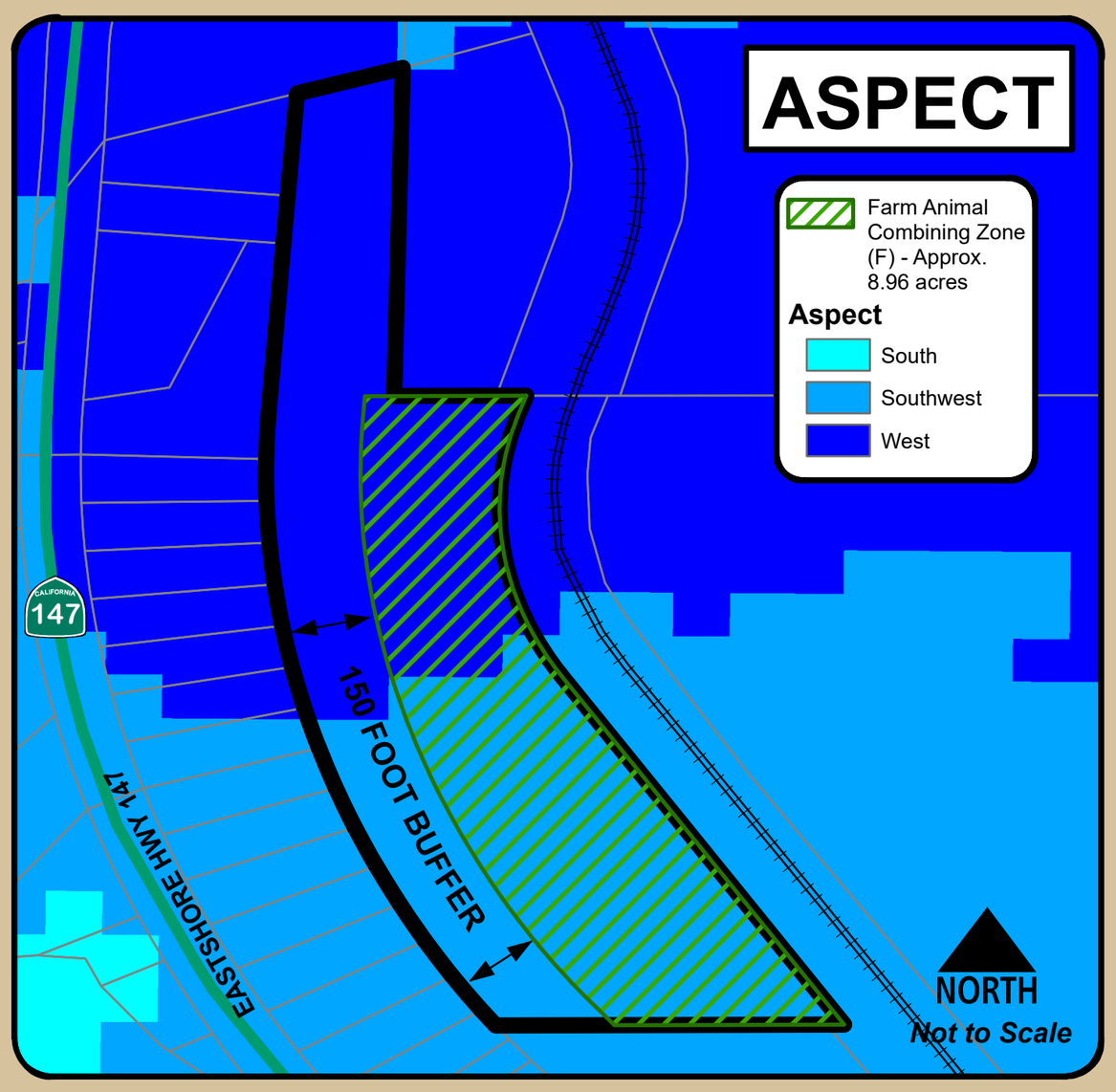
I appeal to the board to keep separate and clear these matters of intentionally-minimal legal regulation, and of human, relational interest. The law should never be used as a proxy for preferences or personal interest. We have much important and necessary work to do as a community to bridge sub-cultures and their attendant expectations of what the land is for, and how we are to care for one another with basic human decency.

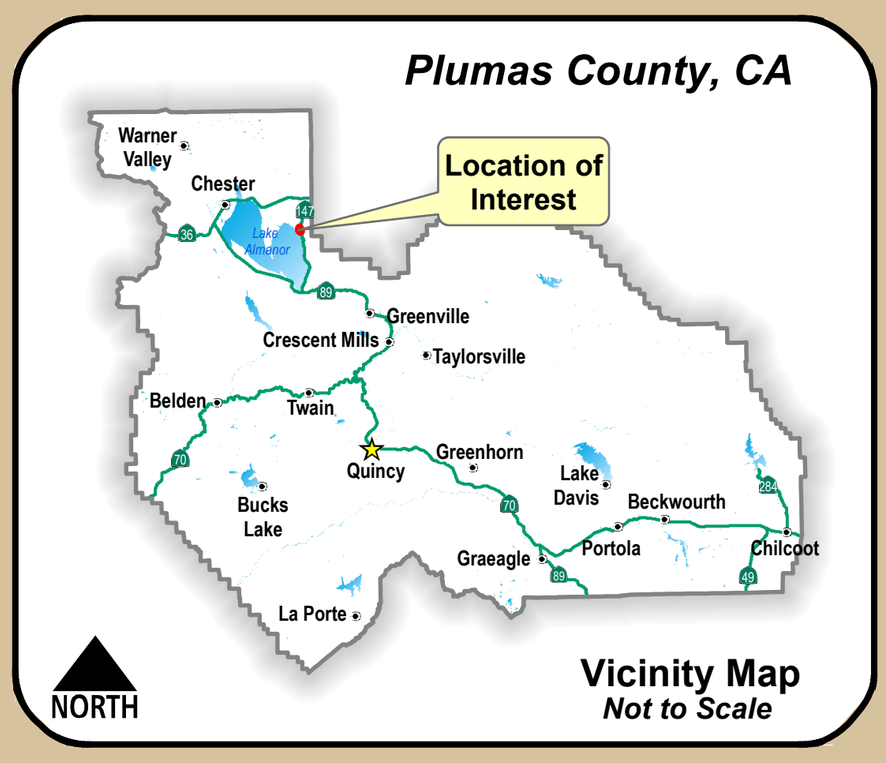
Sincerely,
Graham Shea











Additional Legend

- Staniger Parcel Approx. 16.93 acres
- Assessor Parcel
- State Highway
- Railroad

Staniger Zone Change
ZC 9-23/24-01
7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

PLUMAS COUNTY GIS

555 Main Street, Quincy, CA 95971 / (530) 283-7011 / *www.plumascounty.us*

For reprints, mapping or additional information please contact Plumas County GIS

Plot Date: 4/15/2025

Data Sources: USGS (7.5-minute/30m resolution) Raster DEM slope calcuated using ArcGIS Spatial Tools. Slope and Aspect identified from each cell of the raster surface. Other data sources:Plumas County Framework Data; Projection: California State Plane, Zone 1, NAD 1983

Disclaimer

Although a great deal of effort was made by Plumas County GIS to gather the mapping elements presented in this document, it does not constitute a complete and accurate representation of actual physical elements on the ground. Reasonable efforts have been made by Plumas County GIS to verify that this map accurately interprets the source data used in its preparation; however, a degree of error is inherent in all maps, and this map may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. As additional data becomes available to Plumas County GIS, and as verification of source data continues, this map may be reinterpreted or updated by Plumas County GIS. This map is date specific and is intended for use only at the published scale. This digitally compiled map does not represent a legal survey of the land nor should it be used for navigational, engineering, or any other site-specific use and has been created for graphical purposes only. This map is distributed "as-is" without warranty of any kind.

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65090

65090. (a) When a provision of this title requires notice of a public hearing to be given pursuant to this section, notice shall be published pursuant to Section 6061 in at least one newspaper of general circulation within the jurisdiction of the local agency which is conducting the proceeding at least 10 days prior to the hearing, or if there is no such newspaper of general circulation, the notice shall be posted at least 10 days prior to the hearing in at least three public places within the jurisdiction of the local agency.

(b) The notice shall include the information specified in Section 65094.

(c) In addition to the notice required by this section, a local agency may give notice of the hearing in any other manner it deems necessary or desirable.

(d) Whenever a local agency considers the adoption or amendment of policies or ordinances affecting drive-through facilities, the local agency shall incorporate, where necessary, notice procedures to the blind, aged, and disabled communities in order to facilitate their participation. The Legislature finds that access restrictions to commercial establishments affecting the blind, aged, or disabled is a critical statewide problem; therefore, this subdivision shall be applicable to charter cities.

(Amended by Stats. 2000, Ch. 785, Sec. 1. Effective January 1, 2001.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65854

65854. (a) The planning commission shall hold a public hearing on the proposed zoning ordinance or amendment to a zoning ordinance.

(b) (1) Except as provided in paragraph (2), notice of the hearing shall be given pursuant to Section 65090.

(2) If a proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, notice of the hearing shall be given pursuant to Sections 65090 and 65091, except that the notice shall be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days before the hearing.

(Amended by Stats. 2024, Ch. 747, Sec. 1. (AB 2904) Effective January 1, 2025.)

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sharon Sousa, Acting Behavioral Health Director**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Receive a report from staff regarding the closure of the Quincy Wellness Center; discussion only.**

Recommendation:
Receive a report from staff regarding the closure of the Quincy Wellness Center; discussion only.

Background and Discussion:
The center is not well utilized and is not financially viable. They would need 60 days to notify the public and the leaseholder to vacate property. No employees will be affected, and there is space for them at the annex.

Action:

Receive a report from staff regarding the closure of the Quincy Wellness Center; discussion only.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. PCBH Commission Draft minutes 3-5-2025

Plumas County Behavioral Health Commission Meeting
3/5/2025 1 pm Plumas County Board of Supervisors' Room, Quincy, CA
DRAFT

STANDING ORDERS

Call to Order / Roll Call

Call to Order: Mimi Hall (acting as pro tempore chair until elected below) called the meeting to order at 1:00 pm.

Roll Call/Attendance:

Commissioners: Bill Cook, Kendrah Fredricksen, Liberty Gott, Mimi Hall, Valerie Sheldon, Kristy Tucker, Megan McCrorey (late) (quorum established)

Commissioners Absent: Ashliegh Boyd, Merle Rusky

PCBH Staff: Lisa Beck, Jay Hemphill, Kristy Pierson, Avery Pound, Che Shannon

County Counsel: Sara James

Public in Attendance (in-person or by Teleconference): Daniel Blust (PH), Denise Piper, Stephanie Swithenbank (PUSD), Dakota Davis (PH) (zoom), Anai Gabriel (PH) (zoom), Sarah ? (zoom)

Pledge of Allegiance

Additions to or Deletions from the Agenda/Approval – *For urgent items only*.

Public Comment –

ACTION AGENDA

1. **Behavioral Health Commission**
    a. Review and approve draft PCBHC minutes of February 5, 2025
        i. **Bill moved to approve the minutes. Kristy seconded. Motion carried.**
    b. Final review of changes to PCBH Commission Bylaws – Additional changes were recommended as follows:
        i. Article V. Officers, D. re: officer terms – after "not to exceed three (3)" add "consecutive" before "terms."
        ii. Article V. Officers, H. re: maintain records – after "The Clerk of PCBHC (non-voting)" add "or Secretary/Treasurer" before "shall maintain required records."
        iii. **Bill moved to approve the updated Bylaws including the above changes. Kristy seconded. Motion carried.**
    c. Election of Commission Officers – Final Nominees: Mimi Hall as Chair, Bill Cook as Vice-chair, and Kendrah as Secretary/Treasurer.
        i. Megan moved to approve. Kristy seconded. Motion carried.
    d. Review application from Kristin Gyford, LCSW of PDH as Commissioner and vote to recommend to BoS
        i. Kendrah moved to add Kristin Gyford, Kristy seconded. Motion carried.
    e. Discuss the closing of Quincy Wellness Center and vote to recommend to BoS

i. Kristy Pierson reiterated (from last month) that the center is not well utilized and is not financially viable. They would need 60 days to notify the public and the lease holder to vacate property. No employees would be lost and there is space for them at annex. PH Haven machine would need to be moved.
ii. Other discussion included:
iii. Mimi mentioned that there are showers available at the Annex.
iv. Can Telehealth be done at PCIRC? Drivers are available to transport clients. Some Telehealth can also be done at home.
v. The change from MHSA to BHSA is reducing the ability to fund Wellness Centers. The State wants "Clubhouses," but PC cannot feasibly do this.
vi. Bill moved that PCBH be authorized to close the Quincy Wellness Center at their discretion. Kristy seconded. Motion carried.

2. Informational Announcements & Reports

a. Commissioners Reports and Announcements
i. Bill Cook – is leaving PCPH Veterans Services office on March 31, 2025, but will still be involved with veterans in the community.
ii. Mimi Hall – will be a guest at a community town hall meeting at 6:30 pm at Quincy Library tomorrow 3/6/25.
iii. Megan McCrorey – is now at EPHC. She stated that a Senior Life Solutions Program will open this fall (for up to 10 participants) in Portola.
iv. Kendrah Fredricksen –
1. Received emailed letter from CALBHBC re: dues (paid by Che Shannon) and the need for PC commission member contact info to be updated. She has submitted the needed info.
2. Received emailed resignation letter from Ashliegh Boyd who no longer works for PUSD. **Kristy moved, Megan seconded to accept the resignation. Motion carried.**

b. Presentation by PCBH system of care stakeholders
i. Schedule is in process, with the next few months as follows:
1. April: Environmental Alternatives (EA) - Darin Wood
2. May: PC Public Health – Health Promotion
3. June: PDH Senior Life Solutions
4. July: Plumas Rural Services (PRS)
5. August: Eastern Plumas Health Care (EPHC)
ii. Kendrah requested additional stakeholders (in addition to those given last month). Suggestions included: Charter Schools, FRC Student Services, Social Services (e.g. Adult services), Seneca Health, Round House Council, Victim Witness/Probation, Sierra Cascades, Partnership Health. If you have contact info for any of these, please get this info to Kendrah.

c. Housing projects/plans for BH clients
i. Lisa Beck met with RCHDC last week. There is another meeting with RCHDC and the State this Friday 3/7. They are working with Tracy Ferguson, PC Planning Director. They have 5 or 6 viable sites in mind. Next step is to reach out to property owners.
ii. We need good communication and good info/data distributed to the public ahead of time (can RCHDC help with this?). RCHDC can do a presentation for the BoS.

iii. Money would come from the Permanent Local Housing Allocation (PLHA). Out of 30 units, 10 would be designated for SMI population.

3. <u>Behavioral Health Department</u>

a. <u>Director's Report</u> (Che Shannon)
   i. Staffing – lost one driver but have a new driver – Daniel.
   ii. Received no applicants for nursing position either part or full-time – hoping to post for practicum students (Touro University – psych nurse students). Also need to "grow our own."
   iii. Jeff Achilles – is new SUS (SUD) counselor and they have another interview scheduled.
   iv. No jobs will be lost by closing the Wellness Center in Quincy.
   v. One client is in Napa State Hospital (long-term). 7 clients are in IMD facilities (very expensive for the county).
   vi. Gearing up for "mega" audit under Cal-Aim
   vii. Resolution for Permanent Local Housing Allocation is going to BoS next week.
   viii. Tracy, Lisa, and Sharon met with RCHDC (see 2.c. above). RCHDC has a new CEO.
   ix. Mimi mentioned that Inter-governmental Transfers (IGT) is changing the way MH services are paid. <u>Can Che or Lisa explain this at a future meeting</u>?
   x. BH using EMTs as part of Mobile Crisis Unit – No new info.

b. <u>Quality Assurance Improvement</u> (Avery Pound) – see separate report
   i. An EQRO planning kick-off meeting is scheduled for March 18th (new 3rd party vendor) – they will suggest improvements and do a report.
   ii. Combined Specialty MH/SUD/SUBG Services Audit is scheduled for May 21st to May 23rd focusing on 7/1/23 – 6/30/24.
   iii. DHCS Correspondence and BHINs
      1. 25-004 MH Consumer Perception Survey Data Collection – scheduled for May 19th through May 23rd. Results will be published. They will identify areas needing improvement.
   iv. Access and Utilization for February (early reporting – not finalized)
      1. 211 open charts, 199 unduplicated clients, 94% penetration rate
      2. 64 youth; 135 adults
      3. New Intakes: 34
      4. Crisis Services: 56
      5. Psych Placements: unavailable
      6. 5150 Evaluations: unavailable
   v. Grievances – none

c. <u>MHSA Report</u> (Kristy Pierson)
   i. Family Support Groups are being offered in Portola (Tuesdays at 10 am) and Chester (Thursdays at 4 pm).
   ii. MHSA Stakeholder meetings will be held March 11th at Quincy Wellness Center at 1 pm and March 12th at 10 am on Zoom. This is the end of the 3-year plan, so no changes will be made to plan, but they will discuss changes due to BHSA.
   iii. DHCS just released Module 1 for BHSA (predicting 4 modules) – this is available on DHCS website.
      1. <u>Mimi would like a future presentation on highlights of this material</u>.
      2. We must respond to the State by June 30, 2026. BHSA includes Prop 1.
      3. Mimi recommended that small counties reach out to CBHDA.

4. For people on Medi-Cal, the first 6 months of housing must be paid for by Medi-Cal plan before BHSA funds kick-in.

d. BH Commission Information and Improvement – N/A
e. Mobile Crisis Unit discussion – a meeting is happening soon, put on agenda for April.

Public Comment – N/A

Adjourned as BH Commission and reconvened as AOD commission.

Alcohol and Other Drug Advisory Board

1. **Action Agenda**
   a. Vote to add "Alcohol and Other Drug Advisory Board" under "Plumas County Behavioral Health." **Bill moved to approve. Megan seconded. Motion carried.**
2. **Informational Announcements & Reports**
   a. AOD Report (Avery Pound) – see separate report
      i. SUS (Substance Use Services) will replace SUD. SUS is more encompassing and politically correct and can include youth who do not qualify under SUD.
      ii. Scheduled for EQRO planning meeting on March 18th (see 3.b.i. above).
      iii. Combined audit (see 3.b.ii. above).
      iv. Completed updates for policies and procedures and uploaded to Relias.
      v. Completed PCBH outpatient monitoring for FY 23-24 and submitted to DHCS.
      vi. Met with DHCS for bi-monthly meeting.
      vii. Received application for open SUS counselor position – interview coming up.
      viii. AOD Admin. went with PH Mobile Outreach team for SUS services.
      ix. Met with DHCS regarding upcoming audit.
      x. Development of SUS staff personnel policy which links to county policy for AOD certification standards.
      xi. Fiscal YTD spent $12,532 on residential services of $100,000 budget (could go up quickly if a youth is admitted) but within budget for now.
      xii. Pending 2 admissions to residential treatment.
   b. Quality Assurance Improvement
      i. DHCS correspondence – (now meeting every other month)
         1. 25-005 Allocation of Funding – describes funding categories and details.
      ii. Access and Utilization for February
         1. 50 SUS charts open, 27 unduplicated clients, 54% penetration rate (due to client non-engagement, staffing shortages, staff behind on charting, etc.)
         2. 3 youth, 24 adults
         3. New intakes: 9
         4. 0 residential placement
         5. 0 grievances

Public Comment – N/A

Adjournment: Meeting adjourned by Mimi @ 2:56 pm
Next meeting: **April 2nd, Courthouse: Supervisors' Board Room**, 1 pm to 3 pm.

Respectfully submitted, Kendrah Fredricksen,

Secretary, Plumas County Behavioral Health Commission

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

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

FROM:

MEETING DATE: **May 6, 2025**

SUBJECT: **Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Information Technology and CDW-G for additional Crowdstrike licenses for Sheriff's Office endpoints; (General Fund Impact) approved in the FY24-25 Mid-Year budget; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Information Technology and CDW-G for additional Crowdstrike licenses for Sheriff's Office endpoints; (General Fund Impact) approved in the FY24-25 Mid-Year budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
CDW-G is the reseller of Crowdstrike, our endpoint detection and security software. We are requesting additional monies for licenses for the Sheriff's Office endpoints.

Action:

Approve the agenda item.

Fiscal Impact:

Request was included and approved in the FY24- 25 Mid-Year budget review.

Attachments:
1. 5377 FINAL

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND CDW Government, LLC

This First Amendment to Agreement ("Amendment") is made on May 6, 2025, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its Information Technology Department ("COUNTY"), and CDW Government, LLC ("CONTRACTOR") who agrees as follows:

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

    a. COUNTY and CONTRACTOR have entered into a written Agreement dated January 7, 2025, (the "Agreement"), in which CONTRACTOR agreed to provide COUNTY Crowdstrike and Cohesity software.

    b. The County requires additional licensing from the Contractor in excess of what the parties originally anticipated therefore parties desire to amend the Agreement.

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

    a. Paragraph 2 of the Agreement is hereby amended in its entirety as follows:

        Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B & C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty Four Thousand Dollars ($84,000).

    b. The attached "Quote Confirmation" dated 4/3/2025 is added to Exhibit A of the original agreement.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 7, 2025, shall remain unchanged and in full force and effect.

[Continued on Following Page]

CONTRACTOR:

CDW Government LLC, a Limited Liability corporation

By:_____
Name: Dario Bertocchi
Title: Director, Program Sales
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 L. Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

Craig Settlemire
Counsel

QUOTE CONFIRMATION

MELODIE SYLVIA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PKMN411	4/23/2025	CROWDSTRIKE EXPANSION(MAY)	5913753	$29,395.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CrowdStrike Falcon Complete - Flex License - 1 License Mfg. Part#: FC.CS.SOLN.FLEX Electronic distribution - NO MEDIA Contract: MARKET	400	7377216	$63.00	$25,200.00
CrowdStrike Threat Graph Standard Software Subscription Mfg. Part#: CS.TG.STD UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	400	5388907	$0.00	$0.00
CrowdStrike Express Support Mfg. Part#: RR.HOS.ENT.EXPS Electronic distribution - NO MEDIA Contract: MARKET	1	4803952	$1,495.00	$1,495.00
CrowdStrike Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	400	5400615	$0.00	$0.00
CrowdStrike Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	400	5400620	$0.00	$0.00
CrowdStrike Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	400	5400623	$0.00	$0.00
CrowdStrike Falcon Complete Subscription Mfg. Part#: CS.FALCOMPS.SVC	400	5400627	$0.00	$0.00

QUOTE DETAILS (CONT.)				
Electronic distribution - NO MEDIA Contract: MARKET				
CrowdStrike Overwatch - Bundled Mfg. Part#: CS.OWB.SVC Electronic distribution - NO MEDIA Contract: MARKET	400	5400629	$0.00	$0.00
CrowdStrike Falcon Intelligence Application Software Subscription Mfg. Part#: CS.INTEL.SOLN Electronic distribution - NO MEDIA Contract: MARKET	400	7369172	$6.75	$2,700.00
CrowdStrike Falcon Complete CID Management (Complimentary) Software Mfg. Part#: CS.FALCOMPONBC.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1	6520287	$0.00	$0.00

SUBTOTAL	$29,395.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$29,395.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: PLUMAS COUNTY DEPT OF INFORMA 520 MAIN ST # RM211 QUINCY, CA 95971-9364 **Phone:** (530) 283-6263 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** PLUMAS COUNTY MELODIE SYLVIA 520 MAIN ST # RM211 QUINCY, CA 95971-9364 **Phone:** (530) 283-6263 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jeff Butchko | (877) 853-0557 | jeffbut@cdwg.com

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PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize budget transfer in Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 of $361,274.00 from Software fixed asset account #540412 to Software service & supply account #520411 to correct funds budgeted to wrong account in error; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:
Approve and authorize budget transfer in Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 of $361,274.00 from Software fixed asset account #540412 to Software service & supply account #520411 to correct funds budgeted to wrong account in error; approved by Auditor/Controller.
Four/Fifths roll call vote

Background and Discussion:
The Board of Supervisors previously allocated $471,571.00 from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act (ARPA) funding to the Sheriff's Office for the RIMS project. The total amount of the original agreement with Sun Ridge Systems, Inc for the RIMS system was $481,207.00. The Sheriff's Office allocated the balance of funds ($9,636.00) needed for the project from the Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331.

The first installment of $120,297.31 to Sun Ridge Systems, Inc was due upon signing of the agreement and was issued on 09/14/2023. The balance of ARPA funds remaining is $360,909.69. These funds are a portion of the amount of this requested budget transfer. The Sheriff's Office has recently implemented the RIMS system and the next installment will be due to be paid.

This budget transfer is necessary to move the funds from the fixed asset account to the services & supplies account to pay the next invoices. The funds are budgeted for the new Sun Ridge Systems, Inc RIMS software license. When working on the change orders for the new RIMS system, it was discovered that the funds were budgeted in the fixed asset account and should not have been. The purchase is for a software license only, not for a tangible product.

Action:

Approve and authorize budget transfer in Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 of $361,274.00 from Software fixed asset account #540412 to Software service & supply account #520411 to correct funds budgeted to wrong account in error; approved by Auditor/Controller.
Four/Fifths roll call vote

Fiscal Impact:

(No General Fund Impact) Funds are budgeted in the Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 including the ARPA funds.

Attachments:
1. RIMS Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AB443 - SHERIFF Dept. No: 70331 Date 4/16/2025

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	70331	540412	SOFTWARE	361,274.00
			Total (must equal transfer to total)	361,274.00

☑ **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
0001S	70331	520411	SOFTWARE FEES	361,274.00
			Total (must equal transfer to total)	361,274.00

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) PURCHASE IS A SOFTWARE USERS LICENSE & NOT A TANGIBLE FIXED ASSET

B) FUNDS BUDGETED FOR PURCHASE BUT IN WRONG ACCOUNT

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: Ron Towery

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: [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
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility services and Baker Supplies and Repairs for the fixed asset purchase of Grasshopper Mower; total not to exceed $25,999.98; (General Fund Impact) as approved in (FY24/25) recommended budget (2012054 / 544630); approved as to form by County Counsel; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility services and Baker Supplies and Repairs for the fixed asset purchase of Grasshopper Mower

Background and Discussion:
Purchase of Grasshopper Mower for landscape maintenance throughout the county.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility services and Baker Supplies and Repairs for the fixed asset purchase of Grasshopper Mower

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget (2012054 / 544630); approved as to form by County Counsel;

Attachments:
1. 5337 FINAL Grasshopper Mower

PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 4/2/2025

Vendor: Baker Supplies and Repairs
1201 Independance Place
Ste A
Gridley, CA 95948
Tel: 530-975-4018

County: County of Plumas Department of Facilties
198 Andy's Way
Quincy, CA 95971

Tel: 530-283-6069

Description: Purchase of Grasshopper 900D Mower as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ Twenty Five Thousand Nine Hundred Ninety Nine and 98/100 Dollars ($ 25,999.98)

Term: Agreement shall commence on 4/15/2025 and shall terminate on 6/30/2025 unless the Contract is terminated earlier.

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

VENDOR:

By: Jeff Rogers
Name: Jeff Rogers
Title: Nor Cal Sales Rep
Date Signed: 04.03.25

COUNTY:

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

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

ATTEST:

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

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

BAKER SUPPLIES AND REPAIRS

1201 INDEPENDENCE PLACE STE A
GRIDLEY, CA 95948
530-975-4018

Estimate

Date	Estimate #
4/2/2025	5079

Name / Address
PLUMAS COUNTY FACILITY SERVICES 198 ANDYS WAY QUINCY, CA 95971

Project

Description	Qty	U/M	Rate	Total
NEW GRASSHOPPER 900D WITH 1.3 L 3 CYLINDER LIQUID COOLED KUBOTA MAX TORQUE DIESEL, OHV ENGINE WITH HORIZONTAL CRANKSHAFT AND PRESSURE LUBE WITH HEAVY DUTY, REMOTE-MOUNTED AIR FILTER WITH REPLACEABLE ELEMENT. RUGGED DESIGN MATCHED G2.1 HYDROSTATIC DRIVE WITH A SINGLE SERPENTINE BELT FOR ENHANCED POWER EFFICIENCY, LESS WEAR AND SIMPLIFIED MAINTENANCE. HYDRO GEAR VARIBLE DISPLACEMENT 21CC PISTON TYPE PUMPS AND PARKER WHEEL MOTORS. 7 MICRON SPIN ON FILTER AND AUXILLARY COOLING FANS. COOL TEMP HYDRO MAX FLUID WITHSTANDS HIGH AND LOW TEMPERATURE EXTREMES FOR 1,000 HOUR CHANGE INTERVALS. MOWER ONLY NO DECK / 2 YEAR WARRANTY MACHINE IS IN STOCK. DELIVERY OF MACHINE IS INCLUDED WITH PURCHASE	1		23,636.35	23,636.35T
Sales Tax			7.25%	1,713.64

PLEASE LET US KNOW

Total $25,349.99

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Interim Director of Human Resources**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Adopt RESOLUTION Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications; approved as to form by County Counsel; discussion and possible action. Roll call vote.**

Recommendation:

Adopt **RESOLUTION** Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Background and Discussion:

Approve and Authorize Resolution Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications to bring them in line with state guidelines.

Action:

Adopt **RESOLUTION** Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund Impact

Attachments:

1. 5550 FINAL
2. BH Therapist Sr Job Description
3. BH - Continuing Care Coordinator Job Description
4. BH Therapist I Job Description
5. BH Therapist II Job Description

RESOLUTION NO. 2025 - _____

RESOLUTION ADOPTING REVISIONS TO THE BEHAVIORAL HEALTH THERAPIST I, BEHAVIORAL HEALTH THERAPIST II AND SENIOR BEHAVIORAL HEALTH THERAPIST, BEHAVIORAL HEALTH CONTINUING CARE COORDINATOR JOB CLASSIFICATIONS

WHEREAS, Plumas County Personnel Rule 5 allows amendments to be made to the classification plan covering all positions in the County service, by resolution of the Plumas County Board of Supervisors; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Interim Human Resources Director has updated and attached revised job classifications for the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist, and Behavioral Health Continuing Care Coordinator job classifications; and

WHEREAS**,** the County has met the meet and confer obligation.

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

1) Approves the revisions to the Behavioral Health Therapist I job classification.
2) Approve the revisions to the Behavioral Health Therapist II job classification.
3) Approve the revisions to the Senior Behavioral Health Therapist job classification.
4) Approve the revisions to the Behavioral Health Continuing Care Coordinator job classification.

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 6th day of May 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

SENIOR BEHAVIORAL HEALTH THERAPIST

DEFINITION

Under the general direction of the Behavioral Health Unit Supervisor, organize and assist with clinical supervision for assigned staff and Behavioral Health programs; to provide integrated mental health counseling and treatment to a wide range of individuals with qualifying mental conditions. Assists with service development, and provides service to higher acuity cases of a population of individuals that may be involved with the criminal justice system, long-term mental illness, youth and children and clients with co-occurring diagnoses, or are at risk of incarceration; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class is an advanced journey level Behavioral Health Therapist classification series. As a fully licensed Senior Behavioral Health Therapist position within the Behavioral Health Department, the incumbent will be responsible for assisting with the coordination and staff leadership of professional level staff, providing mental health and drug/alcohol counseling services. In addition, incumbent may be assigned to provide supervision of an Intern(s). Responsibilities may also include assisting in the development and administering programs and to supervise a satellite office. The incumbent will provide mental health and /or drug/alcohol services to emotionally disturbed children, adults and families. Incumbent will provide supervision and provision of crisis intervention services, which include 24/7 on call ability.

REPORTS TO

Behavioral Health Unit Supervisor or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Therapist I, (may include clinical supervision), and other clinical and/or administrative staff as assigned.

EXAMPLES OF DUTIES

- Performs intake assessments and evaluation of individuals with mental health problems, and individuals with co-occurring disorders.
- Formulates treatment plans that integrate mental health in collaboration with individuals served.
- Coordinates care with other providers including, case managers, primary care providers, probation, and the courts.
- Completes reports that inform the Court and Probation of progress and treatment challenges.
- Maintains an awareness of mental health and alcohol and drug counseling methodologies.
- Provides crisis intervention and assessment for individuals with primary mental health diagnoses, and individuals with co-occurring disorders.
- Prepares case histories and maintains up-to-date patient records including session notes documented within the 72 hours requirement.
- Makes referrals to, and receive referrals from appropriate professionals or outside agencies.
- Participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives.
- Participates in mental health and alcohol and/or drug education program, conferences and community programs.
- Attends training conferences relevant to current mental health alcohol and drug and co-occurring disorders.
- Performs community outreach and education assignments.
- Participates in the emergency “on-call” system on a rotating basis, or back-up on-call.
- Operates a personal computer and effectively utilizes an electronic health records system.
- Conducts and supervises recovery activities, case management, and completes related work as required.
- Understands State and Federal laws regarding privacy, confidentiality and security.
- Provide supervision to assigned staff.
- May supervise interns (academic and/or licensure) in professional training, in individual and/or group settings.
- Participates in, and/or actively provides behavioral health education programs, conferences and community programs.
- Actively participates in collaboration with community groups and agencies.
- Participates in the planning and implementation of BHSA (Behavioral Health Services Act) programs.
- May provide management functions and oversight of branch offices.

May serve as a “specialty resource” in a number of specialty Mental Health or Behavioral Health areas, including but not limited to: Crisis Intervention or Trauma Special Populations; identified state programs; Criminal Justice; Juvenile Justice; MHSA program components; etc.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or community environment; continuous contact with staff and the public. Crisis intervention services may require working in a hospital, County jail or in the field. This position requires routine driving throughout the county and occasional driving outside the county to various sites.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, procedures, techniques, and trends for the counseling, therapy and guidance of individuals, groups, and families in behavioral health programs.
- Therapeutic treatment methods and procedures in the mental health and alcohol and drug field.
- State, Federal, and local laws, regulations, and requirements for the provision of mental health and alcohol and drug services and programs.
- Current practices and techniques in psychotherapeutic and recovery model treatments.
- The scope and activities of public and private agencies in the behavioral health field.
- Psychotropic medications, medications and substances associated with addiction and abuse.
- Quality Assurance practices and standards, including proper documentation as to treatment plans, medical necessity, note writing within 72 hours of service.
- Crisis Counseling Techniques.
- Psycho-social aspects of mental illnesses and dependency.

Ability to:

- Perform a variety of mental health/behavioral health therapeutic services, client assessments, and client counseling.
- Analyze case information and reach sound diagnostic and treatment decisions.
- Perform skilled counseling during individual and or group therapy sessions.
- Maintain composure and awareness during crisis interventions.
- Develop and maintain confidence and cooperation of individuals with mental health and substance abuse/dependency and their families.
- Prepare clear, relevant and accurate reports.
- Interpret and apply complex mental health and alcohol and drug program rules, regulations and policies.
- Consistently document all assessments, treatment plans and service interventions in a manner that complies with all audit and regulatory requirements.
- Effectively represent the Mental Health Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- May develop and present public presentations.
- May assist in enforcement of Quality Assurance standards.
- Assist in reviewing, implementing, and enforcing Quality Assurance standards.

TRAINING AND EXPERIENCE
Required qualifications for this position

Training:

A Master's degree in psychology, social work, marriage and family counseling, or a related field from an accredited college or university which provides the educational basis for licensing to provide psychotherapy in the State of California.

Experience:

Two (2) years of post-licensure experience, preferably in a mental or behavioral health setting, including one (1) year of experience in a Community Mental or Behavioral Health Clinic.

Licensing or Certifications:

Possession of, or ability to obtain, an appropriate valid California driver's license. Valid California Driver's License must be maintained throughout employment.

Possession of a license, such as a Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), or related license to provide psychotherapy in the State of California.

BEHAVIORAL HEALTH THERAPIST SENIOR- 4

Preferred Qualifications:

Possession of certification to serve as a supervisor of interns and to continually maintain any ongoing requirements imposed by the applicable licensing board to keep the supervisor certification active and in good standing.

SPECIAL REQUIREMENTS

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

PLUMAS COUNTY **REVISED: 4/2025**

APPROVED:

Behavioral Health Continuing Care Coordinator

DEFINITION

Under general direction to plan, organize, coordinate, and supervise supportive housing services and residential placements of Plumas County Behavioral Health clients. To work closely with seriously mentally ill adults and youth, and their families; to develop, review, place and evaluate mental health and SUD client's care programs and services; to provide therapeutic services to seriously mentally ill adults and youth, including therapeutic meetings and resource assistance, and do related work as required.

DISTIGUISHING CHARATERISTICS

This class is for the administrative position in the Behavioral Health Department which has responsibility for developing and implementing policies for the Supportive Housing System, administering the Homeless Management Information System (HMIS) and participating in any stakeholder meetings across the county. This position works with the Public Guardian, and other agencies serving the housing, house providers, governmental partners, and other key stakeholders. This position also has a case load of adult residential clients and is responsible for court reports on conservatorship and residential status. This position is responsible for a client's step down from residential facilities to supportive housing.

REPORTS TO

Behavioral Health Director or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Heath Case Management Specialist I/II/Senior.

EXAMPLES OF DUTIES

- Handles complex coordination between local, County, and State resources.
- Prepares court reports on residential placement and Conservatorship and attends hearing.
- Testifies in court as required.
- Works closely with the Public Guardian on placement and discharge.
- Works closely with contracted facilities on finding placement and discharge plans.
- Works closely with the PCBH SUD Administrator for placements.
- Actively participates in the development and oversight of new housing opportunities in Plumas County.
- Determines budgetary requirements to maintain all programs, both within Plumas County and out-of-county.
- Carries a caseload of severely mentally ill persons.
- Responsible for inputting session information into the Electronic Health Records (EHR) in a timely manner.
- Prepares staff reports, comprehensive detailed plans with County wide impact.
- Develops, administers, and evaluates programs.
- Inputs HMIS data and oversees all housing reports.
- Assist client with resources.
- Serves on-call after hours on a routine basis.
- Has the responsibility for the maintenance and updating of client records.
- Periodic therapeutic meetings face-to-face with residential clients.
- Attend the Plumas-Sierra Continuum of Care (CoC) board meetings.
- May serve on the Utilization and Review committee.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office and clinic environment; may involve extensive travel; some exposure to communicable disease; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, procedures, techniques, and trends for counseling, therapy, and guidance of persons in mental health programs.
- Therapeutic treatment methods and procedures in the mental health field.
- Principles and practices of supervision, program management and budgeting.
- State, Federal, and local laws, regulations, and requirements for the provision of mental health services and programs.
- Community organizations.
- The scope and activities of public and private agencies in the mental health field.
- Treatment research, development, and implementation.
- Quality Assurance practices and standards.
- Program development and administration.
- Crisis counseling principles, methods, and techniques.
- Principles of supervision, training, and staff evaluation.

Ability to:

- Plan, schedule, coordinate, develop, and evaluate continuing care services.
- Develop and maintain confidence and cooperation of emotionally disturbed patients and their families.
- Interpret and apply complex mental health program rules, regulations, and policies.
- Prepare clear, relevant, and accurate reports and court reports.
- Develop and present public presentations.
- Enforce Quality Assurance standards.
- Effectively establish and maintain effective working relationships between the Behavioral Health Department and clients, the public, and other agencies.

TRAINING AND EXPERIENCE

Required qualifications for this position

Training:

A Master's degree in psychology, social work, marriage and family counseling, or a related field from an accredited college or university which provides the educational basis for licensing to provide psychotherapy in the State of California.

Licensing or Certifications:

Possession of, or ability to obtain, an appropriate valid California driver's license. Valid California Driver's License must be maintained throughout employment.

Prior to hiring, must be registered with the California Board of Behavioral Sciences, and possess an intern number for either an Associate Clinical Social Worker (ACSW), a Marriage Family Therapist Intern (MFTI), a Professional Clinical Counselor Intern (PPCI), or a related licensing that provides the ability to provide psychotherapy in the State of California. Must obtain licensure as an MFT, LCSW or LPCC, or related license providing the ability to provide psychotherapy in the State of California within five (5) years of the effective date of employment. Maintaining an active intern number all years and obtaining licensure in five (5) years is a requirement of this position, and employees who fail to do so are subject to demotion or termination.

Preferred Qualifications

Possession of a license, such as a Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), or related license to provide psychotherapy in the State of California.

SPECIAL REQUIREMENTS

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

PLUMAS COUNTY **REVISED: 4/2025**
APPROVED:

BEHAVIORAL HEALTH THERAPIST I

DEFINITION

Under the supervision of a licensed clinical supervisor, to provide integrated mental health counseling and treatment to a wide variety of individuals with qualifying mental conditions; to serve a population of individuals that may be involved with the criminal justice system, long-term mental illness, youth and children and clients with co-occurring diagnoses; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is an intern position in the Behavioral Health Therapist series, for therapists who have a Master's Degree in Social Work, Counseling, Psychology, or a related and are registered with the California Board of Behavioral Sciences. Candidate must be working on accumulating supervised hours toward becoming a Licensed Marriage Family Therapist, Licensed Clinical Social Worker or a Licensed Professional Clinical Counselor. Incumbents are assigned a full range of therapeutic support duties for assigned clients.

REPORTS TO

Behavioral Health Unit Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Performs intake assessments and evaluations of individuals with primary mental health problems and individuals with co-occurring disorders.
- Formulates treatment plans in collaboration with individuals served.
- Coordinates care with other providers including, case managers, primary care providers, probation and the courts.

- Completes reports that inform the Court and Probation of progress and treatment challenges.
- Maintains an awareness of mental health counseling methodologies.
- Provides crisis intervention and assessment for individuals with primary mental health diagnosis, primary alcohol and substance abuse diagnosis and individuals with co-occurring disorders.
- Prepares case histories and maintains patient records.
- Documents all services in a manner proscribed by the department in a timely manner, within 72 hours of the provision of service 91% of the time.
- Makes referrals to appropriate professionals or outside agencies.
- Participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives.
- Participates in mental health and/or alcohol and drug education program, conferences and community programs.
- Attends training conferences relevant to current mental health and alcohol and drug and co-occurring disorders.
- Performs community outreach and education assignments.
- Participates in the emergency “on-call” system on a rotating basis.
- Operates a personal computer and effectively utilizes an electronic health records system.
- Conducts recovery activities, case management, and completes related work as required.
- Understands State and Federal laws regarding privacy, confidentiality and security.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or community environment; continuous contact with staff and the public. Crisis intervention services may require working in a hospital, County jail or in the field. This position requires routine driving throughout the county and occasional driving outside the county to various sites.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, procedures, techniques, and trends for the counseling, therapy and guidance of individuals, groups, and families in behavioral health programs.
- Therapeutic treatment methods and procedures in the mental health and alcohol and drug field.
- State, Federal, and local laws, regulations, and requirements for the provision of mental health and alcohol and drug services and programs.
- Current practices and techniques in psychotherapeutic and recovery model treatments.
- The scope and activities of public and private agencies in the behavioral health field.
- Psychotropic medications, medications and substances associated with addiction and abuse.
- Quality Assurance practices and standards.
- Crisis Counseling Techniques.
- Psycho-social aspects of mental illnesses and dependency.

Ability to:

- Perform a variety of mental health/behavioral health therapeutic services, client assessments, and client counseling.
- Analyze case information and reach sound diagnostic and treatment decisions.
- Perform skilled counseling.
- Maintain composure and awareness during crisis interventions.
- Develop and maintain confidence and cooperation of individuals with mental health and substance abuse/dependency and their families.
- Prepare clear, relevant and accurate reports.
- Interpret and apply complex mental health and alcohol and drug program rules, regulations and policies.
- Consistently document all assessments, treatment plans and service interventions in a manner that complies with all audit and regulatory requirements.
- Effectively represent the Mental Health Department in contacts with clients and the public.

- Establish and maintain effective working relationships with staff, other agencies, and the public.

BEHAVIORAL HEALTH THERAPIST I - 3

TRAINING AND EXPERIENCE

Training:

A Master's degree in psychology, social work, marriage and family counseling, or a related field from an accredited college or university which provides the educational basis for licensing to provide psychotherapy in the State of California.

Commented [SJ1]: I'm removing this because it's already a requirement to possess an intern number, and to do that, you must have completed your practicum.

Licensing or Certifications:

Possession of, or ability to obtain, an appropriate valid California driver's license. Valid California Driver's License must be maintained throughout employment.

Prior to hiring, must be registered with the California Board of Behavioral Sciences, and possess an intern number for either an Associate Clinical Social Worker (ACSW), a Marriage Family Therapist Intern (MFTI), a Professional Clinical Counselor Intern (PPCI), or a related licensing that provides the ability to provide psychotherapy in the State of California. Must obtain licensure as an MFT, LCSW or LPCC, or related license providing the ability to provide psychotherapy in the State of California within five (5) years of the effective date of employment. Maintaining an active intern number all years and obtaining licensure in five (5) years is a requirement of this position, and employees who fail to do so are subject to demotion or termination.

SPECIAL REQUIREMENTS

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.

BEHAVIORAL HEALTH THERAPIST II

DEFINITION

Under the supervision of a licensed clinical supervisor, to provide integrated mental health counseling and treatment to a wide variety of individuals with qualifying mental conditions; to serve a population of individuals that may be involved with the criminal justice system, long-term mental illness, youth and children and clients with co-occurring diagnoses; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a fully licensed position in the Behavioral Health Therapist series, candidate must be a Licensed Marriage Family Therapist, a Licensed Professional Clinical Counselor, a Licensed Clinical Social Worker through the California Board of Behavioral Science, or a related license allowing candidate to provide psychotherapy in the State of California. Incumbents are assigned a full range of therapeutic support duties for assigned clients.

REPORTS TO

Behavioral Health Unit Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Performs intake assessments and evaluations of individuals with primary mental health problems and individuals with co-occurring disorders.
- Formulates treatment plans in collaboration with individuals served.
- Coordinates care with other providers including, case managers, primary care providers, probation and the courts.
- Completes reports that inform the Court and Probation of progress and treatment challenges.
- Maintains an awareness of mental health counseling methodologies.

- Provides crisis intervention and assessment for individuals with primary mental health diagnosis, primary alcohol and substance abuse diagnosis and individuals with co-occurring disorders.
- Prepares case histories and maintains patient records.
- Documents all services in a manner proscribed by the Department in a timely manner, within 72 hours of the provision of service 91% of the time.
- Makes referrals to appropriate professionals or outside agencies.
- Participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives.
- Participates in mental health and/or alcohol and drug education program, conferences and community programs.
- Attends training conferences relevant to current mental health and co-occurring disorders.
- Performs community outreach and education assignments.
- Participates in the emergency "on-call" system on a rotating basis.
- Operates a personal computer and effectively utilizes an electronic health records system.
- Conducts recovery activities, case management, and completes related work as required.
- Understands State and Federal laws regarding privacy, confidentiality and security.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or community environment; continuous contact with staff and the public. Crisis intervention services may require working in a hospital, County jail or in the field. This position requires routine driving throughout the county and occasional driving outside the county to various sites.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, procedures, techniques, and trends for the counseling, therapy and guidance of individuals, groups, and families in behavioral health programs.
- Therapeutic treatment methods and procedures in the mental health and alcohol and drug field.
- State, Federal, and local laws, regulations, and requirements for the provision of mental health and alcohol and drug services and programs.

- Current practices and techniques in psychotherapeutic and recovery model treatments.
- The scope and activities of public and private agencies in the behavioral health field.
- Psychotropic medications, medications and substances associated with addiction and abuse.
- Quality Assurance practices and standards.
- Crisis Counseling Techniques.
- Psycho-social aspects of mental illnesses and dependency.

Ability to:
- Perform a variety of mental health/behavioral health therapeutic services, client assessments, and client counseling.
- Analyze case information and reach sound diagnostic and treatment decisions.
- Perform skilled counseling.
- Maintain composure and awareness during crisis interventions.
- Develop and maintain confidence and cooperation of individuals with mental health and substance abuse/dependency and their families.
- Prepare clear, relevant and accurate reports.
- Interpret and apply complex mental health and alcohol and drug program rules, regulations and policies.
- Consistently document all assessments, treatment plans and service interventions in a manner that complies with all audit and regulatory requirements.
- Effectively represent the Mental Health Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.

TRAINING AND EXPERIENCE
Required qualifications for this position

Training:

A master's degree in psychology, social work, marriage and family counseling, or a related field from an accredited college or university which provides the educational basis for licensing to provide psychotherapy in the State of California.

Experience:

Two (2) years of post-master experience equivalent to a Behavioral Health Therapist I in Plumas County.

Licensing or Certifications:

Possession of, or ability to obtain, an appropriate valid California driver's license. Valid California Driver's License must be maintained throughout employment.

Possession of a license, such as a Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), or related license to provide psychotherapy in the state of California.

SPECIAL REQUIREMENTS

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

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**PUBLIC HEARING: Adopt RESOLUTION Establishing a Revised Fee Schedule for Residential and Commercial Customers Self-Hauling Green Waste to the Chester Green Waste Program Located at the Chester Landfill; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote.**

Recommendation:
Public Works staff respectfully recommends that the Board of Supervisor vote to adopt the attached, proposed rate increase resolution for green waste self-hauling residential and commercial customers to the Chester Green Waste Program.

Background and Discussion:
PREFACE:
The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

Receive a report and recommendation from the Solid Waste Division pertaining to a Rate Increase at the Chester Green Waste Program from $5.00 per cubic yard to $7.00 per cubic yard.

Open a Public Hearing and enable commentary by the general public and other governmental officials, if any.

Consider the adoption of the proposed Resolution to Increase Rates at the Chester Green Waste Program to $7.00 per cubic yard

BACKGROUND
On June 6th, 2023, Plumas County and Feather River Disposal executed an MOU for the operation of the Chester Green Waste Program located at the Chester Landfill. Under this agreement, FRD supplies personnel to act as attendants at the program while Public Works Road Crew staff manage the ultimate handling and disposal of the green waste collected. This MOU initially set a disposal fee of $5 per cubic yard. Subsequent financial reviews by Plumas County Solid Waste staff determined that the $5 initial rate was not sufficient to cover Public Works costs of running the program. A nexus study was then performed and determined that a disposal fee of $7 per cubic yard would be necessary for the program to break even.

PUBLIC NOTICE
On April 25th, 2025, Public Works staff posted a Notice of Public Hearing pursuant to Prop 13 procedures.

Action:

PUBLIC HEARING: Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Residential and Commercial Customers Self-Hauling Green Waste to the Chester Green Waste Program Located at the Chester Landfill; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund impact.

Attachments:

1. Green Waste Prop 13 Notice
2. Resolution GW Program

PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR DISPOSAL OF GREEN WASTE AT CHESTER GREEN WASTE PROGRAM SUPERVISORS BOARD ROOM IN THE COUNTY COURTHOUSE 10:00 A.M., May 6, 2025

The Chester Green Waste Program is jointly operated by Feather River Disposal and the Plumas County Department of Public Works through a Memorandum of Understanding (MOU). This MOU was put in place in 2023 and initially set a fee of $5 Per Cubic Yard for the disposal of Green Waste. It was determined however that this fee was insufficient to cover Public Works' costs associated with running the program. A nexus study was performed that determined that a fee of **$7 Per Cubic Yard** would be necessary to cover the costs of the program.

If approved, the attached Resolution will increase Green Waste fees at the Chester Green Waste Program to **$7 per Cubic Yard**. The Resolution, along with the nexus study can be viewed on the county website at the link below

https://www.plumascounty.us/2616/Public-Documents

Pursuant to California Proposition 13, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works at 1834 E. Main St., Quincy CA, 95971 before the date of the Public Hearing on the proposed fee or delivered at the Public Hearing.

RESOLUTION NO. 25-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING GREEN WASTE TO THE CHESTER GREEN WASTE PROGRAM LOCATED AT THE CHESTER LANDFILL

WHEREAS, the Plumas County Board of Supervisors, on June 6, 2023, did adopt a Memorandum of Understanding, thus establishing terms for the operation of the Chester Green Waste Program, and

WHEREAS, a nexus study performed by Plumas County Department of Public Works found that the current rate of $5 per cubic yard was insufficient to cover Plumas County's costs of running the Chester Green Waste Program, and

WHEREAS, at a public hearing held during a public meeting of the Plumas County Board of Supervisors on May ___, 2025, the Board of Supervisors received evidence of the actual cost to operate the Chester Green Waste Program and received written and oral arguments for and against an increase in the rate to dispose of green waste at the Chester Landfill, and

WHEREAS, notice of such public hearing was given by publication in the _____ on _____, and _____, 2025, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on the evidence presented at the public hearing, that a fee increase at the Chester Green Waste Program is necessary for the sustainable operation of the Chester Green Waste Program

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

(a) The above recitals are true and correct.

(b) That fee for disposal of green waste at the Green Waste Collection area of the Chester Landfill shall be $7 per cubic yard.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the ____ day of _____ 2025, by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSTAIN: Supervisors:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Approve and authorize Chair to sign Amendment No. 1 to Green Waste MOU between Plumas County Public Works and Feather River Disposal, allowing for green waste fees at the Chester Green Waste Program to be set by Board of Supervisor Resolution; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Public Works staff respectfully recommends that the Board vote to authorize the Chair of the Board to sign the attached MOU amendment, approved as to form by County Counsel.

Background and Discussion:

On June 6th, 2023, Plumas County and Feather River Disposal executed an MOU for the operation of the Chester Green Waste Program located at the Chester Landfill. Under this agreement, FRD supplies personnel to act as attendants at the program while Public Works Road Crew staff manage the ultimate handling and disposal of the green waste collected. This MOU initially set a disposal fee of $5 per cubic yard. Subsequent financial reviews by Plumas County Solid Waste staff determined that the $5 initial rate was not sufficient to cover Public Works costs of running the program. A nexus study was then performed and determined that a disposal fee of $7 per cubic yard would be necessary for the program to break even.

After consultation with County Counsel, both Public Works and Feather River Disposal agreed that the initial MOU should be amended to allow for the green waste fee to be set by Board Resolution, thus expediting any future changes to the fee.

Action:

Approve and authorize Chair to sign Amendment No. 1 to Green Waste MOU between Plumas County Public Works and Feather River Disposal, allowing for green waste fees at the Chester Green Waste Program to be set by Board of Supervisor Resolution; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Amendment No. 1 to GW Program Contract
2. Chester Green Waste MOU 2023

Docusign Envelope ID: 16421123-F7AF-403E-A7B6-030632CA1EAD

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND USA WASTE OF CALIFORNIA, INC.

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

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

    a. PLUMAS COUNTY and USA WASTE OF CALIFORNIA, INC. have entered into a written Agreement dated June 6th, 2023, (the "Agreement"), in which USA WASTE OF CALIFORNIA, INC. agreed to provide green waste disposal services to Plumas County.

    b. Because the previously established green waste disposal fee was determined to be insufficient to cover County's costs of running the green waste program, the parties desire to change the Agreement.

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

    a. The last sentence of the first paragraph of Section 2.2 is amended to read as follows:

    During the term of this agreement the disposal fee at the Green Waste collection area at the Facility shall be set by County from time-to-time by resolution of the County Board of Supervisors.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 6, 2023, shall remain unchanged and in full force and effect.

Docusign Envelope ID: 16421123-F7AF-403E-A7B6-030632CA1EAD

CONTRACTOR:

USA Waste of California, a Delaware Corporation

DocuSigned by:
By:_____
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Alejandro Oseguera
President
Date signed: 04/25/2025

DocuSigned by:
By:_____
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David Stratton
Vice President
Date Signed: 04/25/2025

COUNTY:

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

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

ATTEST

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

Approved as to form:
Craig Settlemire
Counsel

A SOLID WASTE DISPOSAL AGREEMENT BETWEEN THE COUNTY OF PLUMAS, CALIFORNIA AND USA WASTE OF CALIFORNIA, INC., PERTAINING TO THE DISPOSAL OF GREEN WASTE COLLECTED AT THE CHESTER LAND FILL IN PLUMAS COUNTY

This Agreement ("Agreement") is made and entered into by and between the County of Plumas, California, a political subdivision of the State of California (hereinafter referred to as "County"), and USA Waste of California, Inc,. a Delaware Company (hereinafter referred to as "Contractor"). County and Contractor are each a "Party" under this Agreement, and collectively the "Parties."

RECITALS

A. County operates a solid waste program, subject to the regulatory oversight of CalRecycle.

B. County operates Chester landfill facility located approximately 5 miles north-east of Chester, CA (the "Facility"), that accepts limited inert material and also collects shrubbery, tree trimmings, yard waste, grass, weeds, straw or leaves, wood chips and other household garden waste ("Green Waste") which is burned by permit with the Northern Sierra Air Quality Management District during late Fall after the first snow.

C. The Parties desire provide certain services and duties at the Facility in accordance with the terms and conditions herein.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN EXCHANGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. TERM

1.1 **Effective Dates.**

This Agreement shall be effective for a term commencing on the date this Agreement is signed by both parties hereto (the "Effective Date") through March 31, 2027 (the "Term"), unless terminated sooner, as provided herein.

1.2 **Renewal.**

At any time during the Term of this Agreement, the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement in accordance with Section 4. Any such amendment shall be in writing and approved by the Plumas County Board of Supervisors.

1.3 **Termination.**

Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, either Party may terminate this Agreement upon notice in writing to the other Party of not less than six (6) months prior to effective date of such termination.

1.4 **Negotiations for Renewal or New Agreement.**

On a date to be mutually determined by and between the Parties hereto, but not more than 180 days, or less than 150 days, prior to the expiration date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or amended in accordance with Section 4 or a successor agreement might be executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICES

2.1 **Duties of County.**

During the term of this Agreement, County agrees to be responsible for working the pile of Green Waste one day per week, to stack the Green Waste to make more room and obtain permit and burn Green Waste pile at the Facility. Post-collection disposal of Green Waste is performed by the Public Works Chester Maintenance Crew. Additionally, during the season, the Maintenance Crew, utilizing its heavy equipment, will conduct maintenance activities at the Facility during non-Green Waste operation days in order to increase the area available for customers during active Green Waste collections days. After the site is closed County is responsible for maintaining the Facility and the Green Waste. County will remain responsible for directional signage to the site, any fencing and gate(s) maintenance or repair. There is a need for a representative of Contractor to communicate closely with the Foreman of the County's Chester Maintenance Crew throughout the Collection Season (as defined below).

2.2 **Duties of Contractor.**

During the term of this Agreement, Contractor agrees to provide one attendant to load check and receive fees two days per week (the "Attendant"). The Attendant will load check for measurement of load and to verify only Green Waste is being dumped. Contractor shall also provide a "porta-potty" at the Facility in accordance with applicable law. Contractor will pay all fees collected minus all of Contractor's costs and expenses related to for the Attendant and the "porta-potty" to County quarterly by check or other means as the Parties may agree. Contractor shall subtract the actual cost incurred by Contractor for the porta-potty. For the period beginning on the Effective Date through March 31, 2024, the Attendant rate shall be set at $39.41 per hour

(the "Attendant Rate"). Thereafter, Contractor will notify County of the Attendant Rate for the upcoming Collection Season on or before April 1 of each year. As of the Effective Date, the disposal fee at the Green Waste collection area at the Facility is $5.00/cubic yard.

If Contractor fails to provide the Attendant, County will provide an attendant to collect fees from customers using the Facility. County shall deposit such fees into an account and report to Contractor the total fees collected and total cubic yards of material collected for adjustment of Contractor's quarterly payment to County. All monies collected will belong to the County and Contractor will not be entitled to any costs for the Attendant for those days.

Operation of Green Waste services at the Facility are estimated to start approximately May 1st and end at the end of October of each year, depending on weather and if the Facility is determined to be at capacity for Green Waste (the "Collection Season"). In the event that the Facility meets or exceeds its Green Waste capacity prior to the end of October of any year, County shall notify Contractor and Contactor shall not be required to meet any of its obligations under this Agreement for the remainder of the Collection Season.

Hours of operation to be Friday and Saturday 9:00 am to 4:30 pm (the "Operating Hours").

3. MONTHLY REPORTS

Contractor shall report to County on a monthly basis the following data: yards of Green Waste received, and dollar amount of fees collected by Contractor from customers disposing of Green Waste at the facility ("Collected Fees"). Contractor's monthly report under this Section 3 shall also detail expenses related to the Attendant and the "porta-potty" for that month. In addition to monthly reports, Contractor shall provide an email summary of yards of Green Waste and Collected Fees during the previous week's Operating Hours to County's solid waste program manager during the following week.

4. AMENDMENTS

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

5. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below:

COUNTY:
Director of Public Works
County of Plumas
1834 East Main Street
Quincy, California 95971
Telephone: (530) 283-6268

CONTRACTOR:
USA Waste of California, Inc.
Attn: District Manager
1166 Industrial Way
Quincy, California 95971

With a copy to:
USA Waste of California, Inc.
Attn: Jason Bohn
222 South Mill Avenue #333
Temple, Arizona 85281

The address to which communications may be delivered under this Agreement may be changed from time to time by a notice given in accordance with this Section. Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice is effective only: 1) upon receipt by the receiving Party and 2) if the Party giving the notice has complied with the requirements of this Section.

6. SEVERABILITY

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

7. ENTIRE AGREEMENT

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

8. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to, nor shall it create, any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of County except as contemplated under this Agreement.

9. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California without regard to its conflicts of law principles.

.

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

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

10. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Party, which shall not unreasonably be withheld, and no assignment shall be of

any force or effect whatsoever unless and until the other Parties shall have so consented.

16. DISPUTE RESOLUTION

Should any dispute arise between the Parties, concerning the terms of this Agreement, the Parties shall meet and attempt to amicably resolve the dispute ("Informal Resolution"). Such meeting shall be held no later than ten (10) days (not including weekend days or holidays) after one Party receives written notice from the other stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through a Court having appropriate jurisdiction.

[See next page for signatures.]

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IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated:

FOR PLUMAS COUNTY

Approved as to form:



5/25/2023

Gretchen Stuhr
Plumas County Counsel

By: _____

Dwight Ceresola, Chair, Board of Supervisors

Date: ---------

ATTEST:

By: _____
Heidi White, Clerk of the Board of Supervisors

FOR USA WASTE OF CALIFORNIA, INC.:

DocuSigned by:

By: Barry Skolnick
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Barry Skolnick,
President
Date: --------- 05/31/2023

DocuSigned by:

By: David Stratton
BE615D4CF38244B...

David Stratton,
Vice President
Date: --------- 05/31/2023

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated:

FOR PLUMAS COUNTY

By: _____

Dwight Ceresola, Chair, Board of Supervisors

Date: 6/6/2023

ATTEST:

By: _____

Heidi White, Clerk of the Board of Supervisors

Approved as to form:

_____ 5/25/2023

Gretchen Stuhr
Plumas County Counsel

FOR USA WASTE OF CALIFORNIA, INC.:

By: _____

Barry Skolnick,
President
Date: ---------

By: _____

David Stratton,
Vice President
Date: ---------

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**AD HOC Committee**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Adopt RESOLUTION establishing Principles and Priorities for the expenditure of County of Plumas 2021 Dixie Fire Settlement Funds received from PG&E; approved as to form by County Counsel; discussion and possible action; possible direction to staff. Roll call vote**

Recommendation:

1. Receive public comment on the proposed Principles and Priorities.
2. Adopt RESOLUTION No. 25- _____ establishing Principles and Priorities for the expenditure of County of Plumas 2021 Dixie Fire Settlement funds received from PG&E.
3. Direct staff to plan a Public Workshop in Indian Valley to be held no later than June 6, 2025.

Background and Discussion:

At the Plumas County Board of Supervisors meeting on April 15, 2025, the Board received recommendations on Principles and Priorities to serve as a guiding framework for future allocations and expenditures of funds received by the County of Plumas as part of a settlement between ten public governmental entities and PG&E due to the 2021 Dixie Fire. At that meeting, the Board took action with a motion to form an Ad Hoc Committee consisting of the Board Chair, Vice-Chair, County Counsel, and principal department heads to meet and discuss the matter.

Further, the Board informally provided direction to draft a Resolution.

Furthermore, since the April 15, 2025, Board of Supervisors meeting, the Board Chair and Vice-Chair reviewed the proposed Principles and Priorities with representatives from the Dixie Fire Collaborative, Indian Valley Recreation and Park District, Indian Valley Community Services District, the Plumas Housing Council, Plumas County Planning Director, Plumas County Auditor, and County Counsel, and input was provided to refine the Principles and Priorities.

Plumas County Insurance Payout and PG&E 2021 Dixie Fire Settlement Funds

There are two primary sources of funding to restore the County organizational damages and public infrastructure as a result of the 2021 Dixie Fire:

1. Plumas County Insurance Payout Funds
2. This is the monetary compensation for the County's Dixie Fire-related covered losses from the Trindel insurance fund.
3. All funds received from Trindel are held in trust and must go directly to covered losses. Those losses include, but are not limited to, the Greenville Court House/Sheriff's Substation; the Greenville Library; the Greenville Town Hall; the content of two Public Works Department yards; and department-specific losses of equipment, vehicles, and other property.
4. The County was underinsured, and it is anticipated that the County Insurance Payout funds received, after required disbursements to other entities such as the state Courts, will not be an adequate to pay for the entire restoration of the County properties that were lost, either as stand-alone facilities or as part of the planned Indian Valley Public Safety Center development project or proposed Greenville

Town Center concept.

1. Disbursements must be made from the County Insurance Payout funds to the state of California for approximately 60% of the Greenville Court House/Sheriff's Substation, which equates to an estimated payout to the state Courts of $800,000.
2. On December 17, 2024, the Plumas County Board of Supervisors took action and executed a Pre-Development and Construction Agreement with the Indian Valley Community Services District, including contributing $1.5 million dollars of the County Insurance Payout funds for the purpose of partially funding the planned Indian Valley Public Safety Center development project, which will house the Plumas County Sheriff's Substation, Indian Valley Community Services District Fire Department, and Plumas District Hospital Ambulance.
3. County Insurance Payout funds received for the losses of the Greenville Town Hall and Greenville Library will be utilized to rebuild those public infrastructure uses and services, which could be part of the proposed Greenville Town Center concept and in partnership with other public entities.

2. Plumas County PG&E 2021 Dixie Fire Settlement funds
    1. The terms of the settlement and resulting award were secured through mediation, recognizing that public agencies, including counties, sustained substantial operational, infrastructural, environmental, and economic harm due to PG&E's actions. Accordingly, the use of these funds should reasonably relate to the damages suffered by the County organization.
    2. The County's PG&E 2021 Dixie Fire Settlement funds, similar to its Insurance Payout funds, are intended to compensate Plumas County as a local government for organizational losses and public infrastructure incurred as a result of the 2021 Dixie Fire.
    3. Although these losses include material damages such as those to roads and County assets and buildings, the losses also include damages ranging from lasting economic impacts from future declines in tax revenue and timber receipts to workforce and resident displacement that impact the County's core service functions.
    4. It is anticipated that a portion of these funds will be needed to rebuild underinsured County public infrastructure uses and services including the Greenville Town Hall and Greenville Library.
    5. The Fund (0055 PG&E Settlement) is separate from the County's General Fund.

Plumas County's Insurance Payout funds and PG&E 2021 Dixie Fire Settlement funds are separate from other major sources of funding related to the 2021 Dixie Fire in Plumas County, such as:

- Non-Governmental Organizations and Entities
    - $17 million North State District Attorneys' Settlement intended to benefit non-governmental organizations and entities and purposes, such as community organizations and non-profit support across education, economic development, wildfire hazard mitigation, and long-term recovery planning.
- Property owners and occupants
    - $46.6 million (as of April 23, 2023) in DPCR (Direct Payments for Community Recovery) Program negotiated as part of the North State District Attorneys' Settlement in the form of expedited settlement payouts to homeowners, those who own homes they did not occupy and those who occupied but did not own the home.
    - Additionally, individual remediations in the form of lawsuits and insurance settlements have occurred with undisclosed payouts.
- Business, housing, economic development, and infrastructure grant funding as recapped by Zachary Gately, Plumas County Grant Manager, at the January 21, 2025, Board of Supervisors meeting.
    - $3.04 million in grants and direct funds to businesses
    - $25.97 million in grants and program funds for housing and infrastructure

Principles and Priorities
The impacts of the 2021 Dixie Fire necessitate recovery and rebuilding needs that take collaboration, strategic planning, sustained leadership, and diligent use of funds. Prioritizing unobligated Plumas County PG&E 2021 Dixie Fire Settlement funds toward the recovery and rebuilding of public infrastructure in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley – *even where ownership resides with non-County public and nonprofit entities* – directly supports the County's restoration objectives by helping to return essential services, economic stability, and community vitality. Such contributions are consistent with the overarching purpose of the PG&E settlement, which is to restore the County's long-term resilience and recovery where it is most needed.
The following proposed *Principles* and *Priorities* are intended to provide a foundational framework to ensure the manner in which the County's available PG&E Dixie Fire Settlement funds are allocated.

Principles
The Board of Supervisors will expend unobligated County of Plumas 2021 Dixie Fire Settlement funds while following these principles:

- Value readiness and ensure transparency and accountability.
- Leverage resources and avoid duplication, build community resilience, and sustain recovery efforts to maximize long-term impact.
- Restore the County's stability and protect its future sustainability.

Priorities
The Board of Supervisors will prioritize the expenditure of the County of Plumas 2021 Dixie Fire Settlement funds while implementing these priorities:

- Support recovery and rebuilding projects and programs in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley.
- Rebuild non-County-owned public infrastructure in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley.
- Rebuild the Sheriff's Substation, Greenville Library, and Greenville Town Hall County-owned public infrastructure and reimburse County organizational losses.

It is critical that the Board of Supervisors receive public comment on the proposed Principles and Priorities prior to being adopted to assure a proactive and transparent approach to utilizing the Plumas County PG&E 2021 Dixie Fire Settlement funds.

Further, it is recommended that the Board of Supervisors support a Public Workshop in Indian Valley to be held no later than June 6, 2025, to provide information and obtain public and stakeholder feedback to inform the development of an expenditure plan to be included in the FY 25/26 County budget. A final determination of unobligated funds available for expenditure will rest with the County Auditor after the required repayment distributions to Federal Emergency Management Agency (FEMA), the California Governor's Office of Emergency Services (Cal OES), and county departments are identified as part of the upcoming FY 25/26 budget development process.

Action:

Adopt **RESOLUTION** establishing Principles and Priorities for the expenditure of County of Plumas 2021 Dixie Fire Settlement Funds received from PG&E; approved as to form by County Counsel; discussion and possible action; possible direction to staff. **Roll call vote**

Fiscal Impact:

Impact to the PG&E Settlement Fund; potential impact to the General Fund.

Attachments:

1. BOS Resolution_Dixie Fire Settlement Funds FINAL

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS ESTABLISHING PRINCIPLES AND PRIORITIES FOR THE EXPENDITURE OF THE COUNTY OF PLUMAS 2021 DIXIE FIRE SETTLEMENT FUNDS RECEIVED FROM PG&E

WHEREAS, the wildfire known as the Dixie Fire started on July 13, 2021, and burned a total of 963,309 acres with 768,130 acres within the County of Plumas, alone, causing damage and destruction to Greenville, Canyon Dam, Indian Falls, Warner Valley, and surrounding areas until the wildfire was contained on October 25, 2021; and

WHEREAS, the impacts of the 2021 Dixie Fire necessitate recovery and rebuilding needs; and

WHEREAS, the Board of Supervisor acknowledges recovery and rebuilding takes collaboration, strategic planning, sustained leadership, and diligent use of funds; and

WHEREAS, the County of Plumas received $7.8 million in funds from PG&E for its damages caused by the 2021 Dixie Fire as a public entity, which included public and natural resources, pavement and roads, lost revenue, increased expenses, and other losses; and

WHEREAS, the Board of Supervisors acknowledges the County insurance payout funds for covered losses will not be adequate to rebuild the loss of County-owned property essential to providing public safety and other community services in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley; and

WHEREAS, the Board of Supervisors acknowledges the County Public Entity PG&E Settlement Agreement requires repayment of funds to the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) as well as others, reducing available funds; and

WHEREAS, the Board of Supervisors acknowledges recovery and rebuilding of public infrastructure directly supports the County's restoration objectives by helping to return essential services, economic stability, and community vitality in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley; and

WHEREAS, the Board of Supervisors acknowledges the overarching purpose of the County of Plumas 2021 Dixie Fire Settlement funds which is to restore the County's long-term resilience and recovery where it is most needed; and

WHEREAS, the Board of Supervisors acknowledges limited unobligated County of Plumas 2021 Dixie Fire Settlement funds require a framework consisting of Principles and Priorities to guide the decision making and responsible use of said funds; and

WHEREAS, the Board of Supervisors acknowledges that a binding resolution establishing Principles and Priorities for the expenditure of the County of Plumas 2021 Dixie Fire Settlement funds received from PG&E will create a path forward to meet the intent of said funds as well as providing maximum transparency to the public in the expenditure of said funds.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of the County of Plumas, State of California, will expend unobligated County of Plumas 2021 Dixie Fire Settlement funds while following these principles:

- Value readiness and ensure transparency and accountability.
- Leverage resources and avoid duplication, build community resilience, and sustain recovery efforts to maximize long-term impact.
- Restore the County's stability and protect its future sustainability.

BE IT FURTHER RESOLVED the Board of Supervisors will prioritize the expenditure of the County of Plumas 2021 Dixie Fire Settlement funds while implementing these priorities:

- Support recovery and rebuilding projects and programs in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley.
- Rebuild non-County-owned public infrastructure in the most impacted 2021 Dixie Fire affected communities of Greenville, Canyon Dam, Indian Falls, and Warner Valley.
- Rebuild the Sheriff's Substation, Greenville Library, and Greenville Town Hall County-owned public infrastructure and reimburse County organizational losses.

The foregoing was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5th day of May 2025, by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

_____
Kevin Goss, Chair
Board of Supervisors

ATTEST:

_____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair** **Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Re-appoint Joshua Mizrahi as Interim Human Resources Director for a period of 30-days; effective April 27, 2025; discussion and possible action.**

Recommendation:
Re-appoint Joshua Mizrahi as Interim Human Resources Director for a period of 30-days; effective April 27, 2025; discussion and possible action.

Background and Discussion:
During the Special Meeting on January 27, 2025, the Board of Supervisors appointed Joshua Mizrahi as the Interim HR Director for a period of 90 days. This term has expired on April 27, 2025.

Action:

Re-appoint Joshua Mizrahi as Interim Human Resources Director for a period of 30-days; effective April 27, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Special Meeting Minutes 01-27-2025

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

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON JANUARY 27, 2025

STANDING ORDERS

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 5 Engel, Supervisor - District 4 Hall

PLEDGE OF ALLEGIANCE

Rick Foster led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 2.B be changed to read 54956.9 from 54969.9 due to a typo.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and listed on this notice of special meeting may be addressed by the general public at the beginning of the special agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Rick Foster asked questions regarding Closed Session items and when they can be added during a meeting
Zoom caller asks questions about if she can call in during items on the agenda when they are discussed, Interim County Counsel answers.

ACTION AGENDA

1. BOARD OF SUPERVISORS

A. Approve and authorize Chair to sign an agreement between Plumas County and Mark A. Wasser, Attorney at Law to provide legal services in connection with labor and employment matters (including conducting workplace investigations) effective January 27, 2025; not to exceed $20,000; (General Fund Impact); 2002052/521900 (General Services/Professional Services); discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County and Mark A. Wasser, Attorney at Law to provide legal services in connection with labor and employment matters (including conducting workplace investigations) effective January 27, 2025; not to exceed $20,000; (General Fund Impact); 2002052/521900 (General Services/Professional Services); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
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 5 Engel, Supervisor - District 4 Hall.
This was a Roll call vote
Sharon asks if this is in regards to the CAO being put on Paid Administrative Leave, and if it is legal or performance
Supervisor McGowan asks if its legal or performance.
Supervisor Hall makes a comment about staying within the agenda item, and they are seeking outside counsel
Interim County Counsel comments
Zoom caller wants to know how the attorney was selected, Supervisor McGowan comments
Rick Foster comments

B. Discussion and possible action regarding the re-organization of the County Administrative Office, and interim signing authority for County Administrative Officer, Budget Officer, and Purchasing Officer.

Motion: Select Supervisor Goss as primary signatory, and Supervisor Hall as secondary signatory, and this is only during the absence of the CAO. Discussion and possible action regarding the re-organization of the County Administrative Office, and interim signing authority for County Administrative Officer, Budget Officer, and Purchasing Officer., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
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 5 Engel, Supervisor - District 4 Hall.
Supervisor McGowan comments
Interim County Counsel comments
Auditor-Controller Martee Graham comments
Supervisor Hall comments
Clint Koble comments
Rick Foster comments
Zoom caller comments
Zach Gately comments

2. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Sharon comments asks again what this investigation is for.

A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Government Code §54956.9 (d)(2)(e)(1) 1 case.

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Government Code §54959.9 (d)(2)(e)(1) 1 case. (N.P. DOE v County of Plumas)

C. Personnel or Public Employee Appointment: Interim HR Director, pursuant to Government Code §54957

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session on the following items:
2.A
2.B.
On item 2.C. the Board has decided to appoint Josh Mizrahi for up to 90 days as the Interim HR Director effective 01-27-2025

3. ADJOURNMENT

Adjourned meeting to Tuesday, February 4, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**May 6, 2025**
SUBJECT:	**Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action.**

Recommendation:
Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action.

Background and Discussion:
Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action.

Action:

Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Swithenbank, Stephanie 050625

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

May 6, 2025

Stephanie Swithenbank
519 East Magnolia Street
Portola, CA 96122

RE: A*ppointment to the Plumas County Behavioral Health Commission*

Dear Ms. Swithenbank,

On May 6, 2025, the Board of Supervisors appointed you to the Plumas County Behavioral Health Commission, representing District 4, for a term of 3 years ending May 6, 2028.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Commission.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas