



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
AUGUST 19, 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

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT (10 MINUTES)

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

B. Update on the Plumas County Strategic Planning Process; discussion and possible staff direction.

C. Update from Plumas Housing Council, hand-out only.

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. FACILITY SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations; effective 8/5/2025; not to exceed \$65,544.19; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110); approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and All-Star Painting KB Inc. for exterior painting of Sheriff's Office and Animal Services effective August 19th; not to exceed \$21,230.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company, Inc. for elevator maintenance, repair, and inspection; effective September 1, 2025; not to exceed \$27,000.00; Direct impact on General Fund as approved in FY25/26 preliminary recommended budget 2012052 520906; approved as to form by County Counsel.
- 4) Approve and authorize Board Chair to sign a Lease Agreement between Facility Services & Airports and Plumas Rural Services for the use of the Orchard House; effective September 1, 2025, through August 31, 2028; (General Fund Impact) positive of \$3,600 annually; approved as to form by County Counsel.

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Glenn County for the purpose of providing CWS/CMS Staff Training; effective July 1, 2025–June 30, 2028; not to exceed \$5,064.00/ fiscal year; (No General Fund Impact) State and Federal Funding ; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and PC Probation, PCBH, PCOE, PCIRC, FNRC and California Tribal TANF System Partners delivering shared services to children, Youth and Families; effective July 1, 2024–June 30, 2027; not to exceed \$0.00; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

C. PLANNING

- 1) Approve and authorize Chair to sign the Homeless Housing, Assistance and Prevention Program Round 6 (HHAP-6) Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and Training, Education, and Community Help, Inc. ("Teach, Inc."), as the Administrative Entity for the NorCal Continuum of Care; effective on August 19, 2025, for Plumas County; no General Fund impact; HHAP 6 Grant Funding; approved as to form by County Counsel.

D. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to provide certain services for County in accordance with the California Department of Public Health Hospital Preparedness Program Cooperative Agreement, LEMSA Deliverables for fiscal year 2025-2026; effective July 1, 2025; not to exceed \$7,408.76; (No General Fund Impact) (HPP); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign two agreements between Plumas County Public Health Agency and Lassen County Public Health Department to provide services for the Ryan White Part B and Part C programs; effective April 1, 2025; not to exceed RW Part B \$10,889.00; not to exceed RW Part C \$12,260.00; (No General Fund Impact) (RW Part B and RW Part C; approved as to form by County Counsel.

- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Dillon Parker dba Dillon's Mobile Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.
- 5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Robert Price dba Coates Tire Center to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.
- 6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Levi Pence dba Hi-Tech Frame and Finish to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.
- 7) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Jonathan Ricetti dba JR's Auto & Truck Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

3. **DEPARTMENTAL MATTERS**

A. **HUMAN RESOURCES** - Sara James

- 1) Adopt **RESOLUTION** approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) **11:00 AM - PUBLIC HEARING:** Pursuant to AB 2561, agencies are required to annually present the status of vacancies, recruitment, and retention efforts at a public hearing prior to the adoption of their annual budget; discussion and possible action.
- 3) A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Probation Association and the Mid-Management Probation Association; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Mid-Management Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

- 4) A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Public Works and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Local #3; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Mid-Management & Supervisors Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

B. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **11:00 AM - PUBLIC HEARING:** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on August 12, 2025, Amending Article 5, Chapter 3 of Title 4 of the Plumas County Code; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

C. AUDITOR/CONTROLLER - Martee Nieman

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel; discussion and possible action.

D. AGRICULTURE/WEIGHTS & MEASURES - Willo Vieira

- 1) Adopt **RESOLUTION** of the Plumas County Board of Supervisors and Sierra County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

E. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant (1.0) FTE Sheriff's Patrol Commander and to recruit and fill any subsequent vacancies created by filling the Patrol Commander position until each promotional position is filled due to the cascading effect of filling the Patrol Commander position (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; discussion and possible action.

4. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Daniel Haverfield, Plumas County Board of Supervisors Appointee, to the Airport Land Use Commission (ALUC) through May 1, 2028; discussion and possible action.

B. CORRESPONDENCE AND WEEKLY REPORTS 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 - Behavioral Health Director
- B. Personnel: Public Employee Performance Evaluation: Environmental Health Director
- C. Public Employee Appointment Pursuant to Government Code §54957(b) Title: County Administrative Officer
- D. Public Employee Appointment Pursuant to Government Code §54957(b) Title: Social Services Director
- E. 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

- F. 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.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, September 2, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



PLUMAS COUNTY

MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Clint Koble
MEETING DATE: August 19, 2025
SUBJECT: PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT (10 Minutes)

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

1. BOS Business and Economic Development Report

BOS Business and Economic Development Report

August 12, 2025

Indian Valley Innovation HUB

July was not a good selling month for housing and commercial properties in Plumas County as listings rose and sales dropped a bit. The selling of lots did a bit better. Nationally, home prices fell in 14 of the most expensive housing markets across the country in July. However, medium home prices rose 2% over last year, but there are signs that housing sales are cooling, as asking prices and mortgage payment. Houses are sitting longer on the market both nationally and locally, and sellers may be advised to reset expectations.

- For July 2025, there were 881 real estate listings, compared to 860 in June 2025. This is compared to 799 in July 2024.
- 37 residences were sold this July, 36 in June, and 37 in July 2024.
- Median list price of homes rose to \$525,000 in July, from \$519,990 in June.
- 14 lots were sold this July, 21 sold in June, and 11 last year in July.

Interest rates for most USDA Housing climbed .125% to an average of approximately 5.625% for Single Family Housing.

Year-to-date. There have been 31 new housing permits pulled for all of Plumas County, with only 8 in Indian Valley, about 1/3 of the amount in 2023 and 2024.

July, however, was a good month for new Fictitious Business Name Certificates, with 15 new businesses. Per District they were:

District 1: (4) - Sierra Sound Healing and Wellness; JPB Construction Labor Service; AJ'S Tree Service; Frameworks Coffee and Tarot.

District 2: (4) – The Crescent Store; Crescent Diving and Contracting; JNJ Tractor Work; EA Creations.

District 3: (2) – Almanor Boat and RV Storage; Little Guy Landscaping.

District 4: (3) – Plu Co. Oil on the Go; A L' Orange Medical Spa; Flying Monkey Services.

District 5: (1) – Calypso Therapeutics.

*One new business – Far West Leavitt Insurance Services serve all of Plumas County from Lakeport, CA, 95453.

The Quincy HUB: So far, residents from 28 countries and 44 states have visited The Quincy HUB since we opened on December 6, 2024. We get a steady stream of PCT Hikers every day. July sales from the Made In Plumas County Store were \$6,563.00 and year to date are: \$40,615.02. If we include Plumas Visitor Center sales and High Sierra Music Festival Sales, our total sales are over \$106,324.

FRC enrollment is very strong this summer, and it's going to be difficult to accommodate several hundred students. Some houses are being converted into student housing which is good for FRC but makes it challenging for our workforce.

The Lost Sierra Chamber of Commerce is holding Railroad Days on the last Saturday in September. It was a strong event last year and it looks to be stronger this year.

The Lost Sierra Chamber donated \$5,000 to the Move In package. We also have a \$1,000 donor and other smaller donors for this program. We hope to have about 1/3 of the \$125,000 needed to launch this program in targeted markets. 70% of the marketing will go towards marketing our burn scar areas.

As a Fair Board Member and a volunteer in several different venues, I heard many good comments from people in the Reno area that our Fair is their favorite fair. It's nice to see some of the same people from out of the area come to the Fair every year.

The Plumas Realtors are still offering their Grant Program to First-Time Home Buyers under the following qualifications and details:

- Purchase price up to \$550,000
- Property must be a primary residence
- Location: Plumas and Sierra Counties
- Purchases must be made between May 2025 – April 2026
- Grant will pay 50% of applicant's first year of fire insurance
- Max \$5,000 per applicant.
- Grants given on first-come, first-served.
- The next First Friday is Friday, September 5th, from 5pm to 7pm. It's a great community, arts, and commerce event. Please consider attending. Promoted

by Plumas Arts and Main Street Gallery, The Quincy HUB, and several other businesses.

I was recently contacted by Bob Marshall from Plumas Sierra Telecommunication to say: “By the time our fiber-optic campaign is complete in the next few years, 99% of our electric membership, the City of Portola, Delleker, Iron Horse/A-15, and 95% of American Valley will have fiber-optic service. We will have converted all of our old coax system to fiber-optic.

Lastly, in looking at historical records from the Federal Reserve Bank of St. Louis, the period from 1993 to 2008 was a good time for most of our economic indicators in Plumas County:

- Our population was remarkably stable ranging at 20,950 people per year.
- During that period, we hit our peak population.
- We also hit our peak student enrollment.
- We had 3,037 more people employed in Plumas County than we do now.
- Our Median Household Income in 2008 was at #24 out of 58 counties, only 5 spots out of the exact middle, meaning 23 counties had a lower Median Household Income than we did. That was very good for the third most rural county in CA that is 71% managed by the State and Federal Government.
- Today, Plumas County sits at #11, meaning that only 10 counties have a lower Median Household Income than we do. We have fallen a long way compared to other counties.
- Our Median Household Income for a family of two is only \$64,946 before taxes. A house payment of \$2,000 per month, which is practically unrealistic these days, would be 37% of the household’s total gross income. For a single person making half of that household income, a \$2,000 per month house payment would be 74% of their total gross income.
- I believe our low Monthly Household Income is the primary cause of depopulation, declining student enrollment due to young families not moving here in large numbers, rising Median Age of 52.4 years, inability to afford housing, declining numbers in our workforce, and most likely, our struggling retail sales.
- As the CA State Demographic Unit described Plumas County, it is one of: low births, high deaths, and little in-migration.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Zachary Gately, Grant Manager
MEETING DATE: August 19, 2025
SUBJECT: Update on the Plumas County Strategic Planning Process; discussion and possible staff direction.

Recommendation:

Update on the Plumas County Strategic Planning Process; Discussion and possible staff direction.

Background and Discussion:

* Update * with timeline and what has been done to date next week

Action:

No action is being requested.

Fiscal Impact:

No fiscal impact.

Attachments:

None



**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: August 19, 2025
SUBJECT: Update from Plumas Housing Council, hand-out only.

Recommendation:

Update from Plumas Housing Council, hand-out only.

Background and Discussion:

Update from Plumas Housing Council, hand-out only.

Action:

Update from Plumas Housing Council, hand-out only.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 25.08.12_PHC June.July Memo_to BOS

MEMO - from the Plumas Housing Council

To: Plumas County Board of Supervisors

Regarding: Housing Update (June & July)



Honorable Board,

We'd like to thank the Board for their patience and collaborative efforts the past few months as we've continued to formalize the Plumas Housing Council and make conscious steps forward in developing housing solutions in Plumas County. We'd also like to thank Supervisors Hall, Goss and McGowan for attendance at previous meetings. We extend an invitation to attend future meetings to all Board Members.

Council Updates:

Over the past six months, the Council has welcomed more than 40 new members, significantly expanding representation—particularly from the Eastern County and surrounding regions. We appreciate the valuable expertise and insight our new members bring!

New Council Facilitator: We're pleased to have Hope Sang join us as a Council Facilitator! She brings a wealth of experience in property management and critical skills around systems thinking.

Formalization of Council Structure and Direction: The Council has worked to identify its core mission and values as our membership and recognition expand. This includes:

- **Mission Statement** (*approved July '25*): "The Plumas Housing Council **supports countywide housing efforts by aligning and coordinating** programs, projects, and leaders while **promoting collaborative solutions** that create sustainable, attainable, and community-rooted housing **for all.**"
- **Membership Contract** (*in development*): Includes core values, distinction of membership roles, and agreed-upon responsibilities. To be enacted in September 2025.
- **Project Tracker and Accountability** (*in development*): Database of Council-recognized and member-led projects, as well as identifying measurable standards for accountability and success.

September Celebration: Our September Council meeting will be a one-year reflection on all of the significant work Council members have accomplished this past year, including a tour of the

Welcome Home Greenville home! Reach out to Hope (info@plumashousing.com) for details. We would love for you to attend.

Housing Updates:

For housing updates as seen and discussed by the Plumas Housing Council during our last two meetings on June 25th and July 30th, 2025, see the documents here:

June: <https://tinyurl.com/Jun25PHC>

July: <https://tinyurl.com/Jul25PHC>

Build-to-Rent: Council members Plumas Rural Services and Reconstruction Recovery Advisors are working with Tracey Ferguson and HCD to bring this development model to life, which would result in up to 50 rental units dispersed throughout the County by the start of 2029.

Cohesive Housing Marketing: Council members The Almanor Foundation and Blissbranding have begun development of a “one-stop-shop” housing website, along with a plan for strategic marketing efforts. This website (plumashousing.com) will be a resource for all, but primarily for those looking to rent or buy a home to connect them with potential properties and financial packages. This effort was funded by the Dixie Fire Collaborative for marketing the Trio program, as well as housing opportunities.

Housing Element: We want to congratulate Tracey Ferguson and the county for the completion of the first draft of the Housing element. This is an impressive body of work, and we are excited to see the inclusion of the Council and some of the Council’s identified priorities.

MOVE IN Campaign: This program will offer financial and other incentives to folks coming into the area who buy a home. The campaign first presented to the Board in June and has since begun the establishment of a nonprofit to accept donations to get this program running.

Plumas Association of Realtors Fire Insurance Assistance: PAR has announced a grant for first-time homebuyers to decrease the burden of fire insurance premiums. Check out the [flyer](#) for more details.

Plumas County Community Development Commission: The PCCDC has been hard at work converting vacant units into occupied units, nearly reaching their goal of 11 units by July!

Welcome Home Greenville: The program’s first home is 90% complete, with the interior 100% complete. We see this program as a massive win, as it is the county’s first home built for sale since 2008 and a replicable model for other communities across the county. For more information, view the flyer [here](#) and stay tuned for an open house next month!

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 bimonthly updates at a minimum—targeting the first Board meeting of every other month. Whenever possible, these updates will be delivered in person. 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 hope to see you in September at our One-Year Celebration!

Respectfully,

The Plumas Housing Council



NOTE: For questions, to join the Plumas Housing Council mail list or access meeting recordings, contact Hope Sang at info@plumashousing.com.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations; effective 8/5/2025; not to exceed \$65,544.19; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations; effective 8/5/2025; not to exceed \$65,544.19; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110); approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations; effective 8/5/2025; not to exceed \$65,544.19; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110)

Attachments:

1. 6205 FINAL Chester Cameras

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 **Pacific States Communications of Nevada, INC.** a Nevada 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 Exhibit A, 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-Four Thousand, Five Hundred Forty-Four Dollars and 19/100 (\$64,544.19)** (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, 2026**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County’s Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by 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 C-7 Low Voltage Systems Contractor**, issued by the State of California, No. **917496**
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:

Pacific States Communications of Nevada Inc.
240 S. Rock Blvd Ste 117
Reno, NV 89502
Attention: Attention Ryan Monaghan

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

____ COUNTY INITIALS

8

CONTRACTOR INITIALS ____

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Pacific States Communications of Nevada Inc.

By: _____
Name: Michael W. Buis
Title: CEO

Date signed _____

By: _____
Name: Denise Scharr Buis
Title: Secretary

Date signed _____

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair of the Board

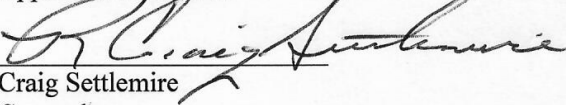
Date signed _____

ATTEST:

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

Date signed _____

Approved as to form:



Craig Settemire
Counsel

EXHIBIT A

Scope of Work

1. This scope of work is for security camera installation and a 5 year term of service with Verkada at the following locations, Chester Park 200 Main St Chester Ca 96020, Chester Library/Museum 210 1st Ave Chester CA 96020 and Rogers Field 403 Airport Rd Chester CA 96020 as more particularly itemized in the three (3) attached Quotes which are made a part hereof by this reference.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

PacStates Scope of Work - Rogers Field Airport

Install cabling to location outside of managers office to (1) CD-52-e camera looking directly at tanks outside this office.

- Install (1) CB52-e camera looking off of front end of storage bldg. Install (1) CB-52e camera looking back at east parking lot. This area was a large concern of airport manager due to several car break in's in this parking lot to the east side of the storage bldg.
- Install Verkada gateway at storage bldg. so that both cameras off of this bldg will operate on this setup.
- According to Greg Ellingson, there is no POE network service on the airports anywhere in the county so we will be installing small POE switch and cloud key gateway at the airport managers office. He mentioned he does not provide for any airports or museums. There does happen to be internet in this office so we can install the needed network gear at this office for the camera connected to airport manager building. This is an inexpensive setup to make sure camera at office is setup correctly.
- This location at storage bldg. has no internet or network so we will be doing Verkada gateway which is widely used in parking lots, construction sites, etc. We will need to require SIM card from your business account for your cell service. This is less expensive than the Verkada gateway cards since a business such as yourself usually has a less costly plan. It will act as a service unit to these cameras much like adding a cell phone to your staff list. We will install small POE switch on office side and the cameras going off of storage bldg will be using the LTE Verkada gateway.
- We will just need a nema box approximately 18x18" mounted on storage bldg somewhere where it is easiest for your electrician to place. We will need an electrical receptacle placed inside and we will do the rest.
- Cables will be terminated on both station and equipment ends. Cabling will be tested and labeled accordingly.
- Cameras will be mounted, configured, programmed on platform, and tested.
- As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.

PacStates Scope of Work - Chester Library/Museum/Sheriff's office lot

- Install (3) Cat 6 cables to all (3) Camera positions.
- Install (1) CD42-E outdoor camera on front of building looking east at right sided parking lot if you are looking at bldg.
- Install (1) CD52-E outdoor camera looking at people walking up to entrance and also towards surrounding area towards Sheriff's office lot.
- Install (1) CD42 indoor camera looking at most of entire museum and people that have entered inside Museum door. Employees expressed problems with recent break-ins and no recorded footage of intruders.
- Cables will be terminated on both station and equipment ends. Cables will be tested and labeled accordingly.
- Cameras will be mounted, configured, programmed on platform, and tested.
- According to Greg Ellingson, he does have POE switching here that we can use. This will be coordinated with him.
- As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.

PacStates Scope of Work - Chester Park

- Install (2) CD42-E outdoor dome cameras off of stage bldg front. (1) will be for stage area and (1) will be looking back at bathroom area. Both cameras will grab some of the surrounding areas as well. This will be a great piece of mind to cover these areas. This is a really great park and we are glad that we get to help on getting it some sort of security.
- This is one of three locations within Plumas County that we will simply need a 12"x12" or 18x18" weatherproof Nema box put up probably near the ceiling of stage front under roof. We would prefer an 18x18" box but 12x12" will work. This can be mounted on the ceiling of stage or on the back wall. This box will need a electrical receptacle placed inside of it to plug in power injector for Verkada Gateway device and also the (2) power injectors for the two cameras. Initially we had planned for a fisheye camera here to cover both locations but since the fisheyes do not do 365 retention, we are going to use (2) dome cameras to cover areas in need. As mentioned before, two outdoor domes is about the same price as one fisheye so all works out great.
- This location has no internet or network so we will be doing Verkada gateway which are widely used in parking lots, construction sites, etc. We will need to require SIM card from your business account for your cell service.
This is less expensive than the Verkada gateway cards since a business such as yourself usually has a less costly plan. It will act a service unit to these cameras much like adding a cell phone to your staff list. Good news is that we can run both cameras off of one Verkada gateway.
- Cables will be terminated on both station and equipment ends. Cables will be tested and labeled accordingly.
- Cameras will be mounted, configured, programmed on platform, and tested.
- As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.

This project will be registered with DIR

EXHIBIT B

Fee Schedule

1. The Contract Amount **\$64,544.19**, 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.
2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
3. 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.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



PacStates

Integrated Business Technology
One Company, One Call

We have prepared a quote for you

**Plumas County Verkada Building Security - Chester
Library/Museum CMAS #3-23-01-1017 - 6/24/2025**

Quote # 002423
Version 2

Prepared for:

Plumas County Facilities - Chester Library/Sheriff

Nick Collin
nickcollin@countyofplumas.com



PSC SOW

PacStates Scope of Work - Chester Library/Museum/Sheriff's office lot

- Install (3) Cat 6 cables to all (3) Camera positions.
- Install (1) CD42-E outdoor camera on front of building looking east at right sided parking lot if you are looking at bldg.
- Install (1) CD52-E outdoor camera looking at people walking up to entrance and also towards surrounding area towards Sheriff's office lot.
- Install (1) CD42 indoor camera looking at most of entire museum and people that have entered inside Museum door. Employees expressed problems with recent break-ins and no recorded footage of intruders.
- Cables will be terminated on both station and equipment ends. Cables will be tested and labeled accordingly.
- Cameras will be mounted, configured, programmed on platform, and tested.
- According to Greg Ellingson, he does have POE switching here that we can use. This will be coordinated with him.
- As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.

Thanks for your time.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
 - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet

Verkada Hardware / Labor

Product Details	Qty	Unit Price	Ext Price
Cable Infrastructure and Verkada Installation/travel - Labor Prevailing Wage	36	\$154.00	\$5,544.00
5-Year Camera License - capacity increase	3	\$764.15	\$2,292.45
CD42-E Outdoor Dome Camera, 2TB, 365 Days Max - other side of parking lot	1	\$3,144.15	\$3,144.15



Verkada Hardware / Labor

Product Details	Qty	Unit Price	Ext Price
CD42 Indoor Dome Camera, 2TB, 365 Days Max - Museum	1	\$2,974.15	\$2,974.15
CD52-E Outdoor Dome Camera, 2TB, 365 Days Max - Main look at entrance	1	\$3,314.15	\$3,314.15
Angle Mount	2	\$126.65	\$253.30
Verkada Contract # 3-23-01-1017			\$0.00

Subtotal: \$17,522.20

NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Superior Essex 4 Pair Cat6 Blue	300	\$0.56	\$168.00
Leviton Cat6 Black Insert - patch panel or surface block end	3	\$12.99	\$38.97
Leviton 4 Port White Biscuit surface block for cabinet	1	\$8.00	\$8.00
Black 7' CAT6 PATCH CORD - cameras to switch	3	\$6.99	\$20.97
Cat6 RJ45 Ends - camera end	3	\$0.99	\$2.97
Miscellaneous hardware, mounting, latch duct, conduit, fastening, other peripheral parts needed, etc	1	\$300.00	\$300.00
Per Diem/ Lodging - 2 techs	1	\$1,200.00	\$1,200.00

Subtotal: \$1,738.91



Plumas County Verkada Building Security - Chester Library/Museum CMAS #3-23-01-1017 - 6/24/2025

Prepared by:

PacStates

Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - Chester Library/Sheriff

Chester Library/Sheriff Substation
34 3rd Ave
Chester, CA 96020
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002423

Version: 2
Delivery Date: 07/03/2025
Expiration Date: 10/31/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware / Labor	\$17,522.20
NSP Hardware	\$1,738.91

Subtotal: \$19,261.11

Administration Fee: \$112.50

Estimated Tax: \$907.50

Total: \$20,281.11

Payment Options

Description	Payments	Interval	Amount
Payment Option			
Deposit 50%	1	One-Time	\$10,140.56

Summary of Selected Payment Options

Description	Amount
Payment Option: Deposit 50%	
Total of Payments	\$10,140.56


Cash Options: 50% Due upon agreement, 50% balance due upon cutover

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



PacStates

**Plumas County Facilities - Chester
Library/Sheriff**

Signature: 
Name: Ryan Monaghan
Title: Major Accounts
Date: 07/03/2025

Signature: _____
Name: Nick Collin
Date: _____



PacStates

Integrated Business Technology
One Company, One Call

We have prepared a quote for you

**Plumas County Verkada Building Security - Chester
Park CMAS #3-23-01-1017 - 6/24/2025**

Quote # 002424
Version 3

Prepared for:

Plumas County Facilities - Chester Park

Nick Collin
nickcollin@countyofplumas.com



PSC SOW

PacStates Scope of Work - Chester Park

- Install (2) CD42-E outdoor dome cameras off of stage bldg front. (1) will be for stage area and (1) will be looking back at bathroom area. Both cameras will grab some of the surrounding areas as well. This will be a great piece of mind to cover these areas. This is a really great park and we are glad that we get to help on getting it some sort of security.
- This is one of three locations within Plumas County that we will simply need a 12"x12" or 18x18" weatherproof Nema box put up probably near the ceiling of stage front under roof. We would prefer an 18x18" box but 12x12" will work. This can be mounted on the ceiling of stage or on the back wall. This box will need a electrical receptacle placed inside of it to plug in power injector for Verkada Gateway device and also the (2) power injectors for the two cameras. Initially we had planned for a fisheye camera here to cover both locations but since the fisheyes do not do 365 retention, we are going to use (2) dome cameras to cover areas in need. As mentioned before, two outdoor domes is about the same price as one fisheye so all works out great.
- This location has no internet or network so we will be doing Verkada gateway which are widely used in parking lots, construction sites, etc. We will need to require SIM card from your business account for your cell service. This is less expensive than the Verkada gateway cards since a business such as yourself usually has a less costly plan. It will act a service unit to these cameras much like adding a cell phone to your staff list. Good news is that we can run both cameras off of one Verkada gateway.
- Cables will be terminated on both station and equipment ends. Cables will be tested and labeled accordingly.
- Cameras will be mounted, configured, programmed on platform, and tested.
- As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.

Thanks for your time.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
 - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet



Verkada Hardware / Labor

Product Details	Qty	Unit Price	Ext Price
Cable Infrastructure and Verkada Installation/travel - Labor Prevailing Wage	34	\$154.00	\$5,236.00
5-Year Camera License - Capacity Increase	2	\$764.15	\$1,528.30
Verkada GC31 Cellular Gateway, Outdoor	1	\$1,104.15	\$1,104.15
5-Year Cellular Gateway License - Capacity Increase	1	\$1,146.65	\$1,146.65
Indoor 90W PoE++ (802.3bt-2018) Injector, GigE, NA Type B - gateway	1	\$143.65	\$143.65
Angle Mount	2	\$126.65	\$253.30
CD42-E Outdoor Dome Camera, 2TB, 365 Days Max	2	\$3,144.15	\$6,288.30
L-Bracket Mount	2	\$109.65	\$219.30
PoE Plus (802.3at) Injector, GigE - In Nema box	2	\$109.65	\$219.30
Verkada Contract # 3-23-01-1017			\$0.00

Subtotal: \$16,138.95

NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Cat6 - Outdoor Plenum Wire - Per Foot	100	\$0.61	\$61.00
Black 3' CAT6 Patch Cord - all patch cords needed	6	\$4.19	\$25.14
Leviton Cat6 Black Insert - surface block end - nema box	2	\$12.99	\$25.98
Leviton 2 Port Surface Biscuit White - In Nema box	1	\$4.00	\$4.00
Cat6 RJ45 Ends - camera ends, gateway ends, elec box ends	6	\$0.99	\$5.94
Miscellaneous hardware, mounting, fastening, conduit to all, possible parts needed, etc	1	\$350.00	\$350.00
Per Diem/Lodging 2 techs - 2 nights	1	\$1,200.00	\$1,200.00

Subtotal: \$1,672.06



Plumas County Verkada Building Security - Chester Park CMAS #3-23-01-1017 - 6/24/2025

Prepared by:

PacStates
Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - Chester Park
Chester Park
Meadowbrook Loop, CA 96020
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002424
Version: 3
Delivery Date: 07/03/2025
Expiration Date: 10/31/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware / Labor	\$16,138.95
NSP Hardware	\$1,672.06
Subtotal:	\$17,811.01
Administration Fee:	\$262.50
Estimated Tax:	\$824.67
Total:	\$18,898.18

Payment Options

Description	Payments	Interval	Amount
Payment Option			
Deposit 50%	1	One-Time	\$9,449.09

Summary of Selected Payment Options

Description	Amount
Payment Option: Deposit 50%	
Total of Payments	\$9,449.09

Cash Options: 50% Due upon agreement, 50% balance due upon cutover

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



PacStates

Signature:

A handwritten signature in black ink, appearing to read 'Ryan Monaghan', written over a horizontal line.

Name: Ryan Monaghan

Title: Major Accounts

Date: 07/03/2025

Plumas County Facilities - Chester Park

Signature:

Name: Nick Collin

Date:



PacStates

Integrated Business Technology
One Company, One Call

We have prepared a quote for you

**Plumas County Verkada Building Security - Chester
Rogers Field Airport CMAS #3-23-01-1017 -
6/25/2025**

Quote # 002422
Version 2

Prepared for:

Plumas County Facilities - Rogers Field

Nick Collin
nickcollin@countyofplumas.com



PSC SOW

PacStates Scope of Work - Rogers Field Airport

- Install cabling to location outside of managers office to (1) CD-52-e camera looking directly at tanks outside this office.
- Install (1) CB52-e camera looking off of front end of storage bldg. Install (1) CB-52e camera looking back at east parking lot. This area was a large concern of airport manager due to several car break in's in this parking lot to the east side of storage bldg.
- Install Verkada gateway at storage bldg. so that both cameras off of this bldg will operate on this setup.
- According to Greg Ellingson, there is no POE network service on the airports anywhere in the county so we will be installing small POE switch and cloud key gateway at the airport managers office. He mentioned he does not provide for any airports or museums. There does happen to be internet in this office so we can install the needed network gear at this office for the camera connected to airport manager building. This is an inexpensive setup to make sure camera at office is setup correctly.
- This location at storage bldg. has no internet or network so we will be doing Verkada gateway which is widely used in parking lots, construction sites, etc. We will need to require SIM card from your business account for your cell service. This is less expensive than the Verkada gateway cards since a business such as yourself usually has a less costly plan. It will act as a service unit to these cameras much like adding a cell phone to your staff list. We will install small POE switch on office side and the cameras going off of storage bldg will be using the LTE Verkada gateway.
- We will just need a nema box approximately 18x18" mounted on storage bldg somewhere where it is easiest for your electrician to place. We will need an electrical receptacle placed inside and we will do the rest.
- Cables will be terminated on both station and equipment ends. Cabling will be tested and labeled accordingly.
- Cameras will be mounted, configured, programmed on platform, and tested.
- As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.

Thanks for your time.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
 - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet



Verkada Hardware / Labor

Product Details	Qty	Unit Price	Ext Price
Cable Infrastructure and Verkada Installation - Labor Prevailing Wage	42	\$154.00	\$6,468.00
5-Year Camera License - capacity increase	3	\$764.15	\$2,292.45
CB52-E Outdoor Bullet Camera, 2TB, 365 Days Max - Storage bldg.	2	\$3,314.15	\$6,628.30
Verkada GC31 Cellular Gateway, Outdoor - off Storage bldg.	1	\$1,104.15	\$1,104.15
5-Year Cellular Gateway License - capacity increase	1	\$1,146.65	\$1,146.65
Outdoor 90W PoE++ (802.3bt-2018) Injector, GigE, NA Type B - gateway	1	\$254.15	\$254.15
CD52-E Outdoor Dome Camera, 2TB, 365 Days Max - office	1	\$3,314.15	\$3,314.15
Square Junction Box Mount - Bullet cams off of storage bldg.	2	\$75.65	\$151.30
PoE Plus (802.3at) Injector, GigE - storage bldg. cameras	2	\$109.65	\$219.30
Verkada Contract # 3-23-01-1017			\$0.00

Subtotal: \$21,578.45

NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Black 3' CAT6 Patch Cord - all patch cords needed	8	\$4.19	\$33.52
Leviton Cat6 Black Insert - surface block end - nema box and office	3	\$12.99	\$38.97
Cat6 - Outdoor Plenum Wire - Per Foot	150	\$0.61	\$91.50
Superior Essex Cat6 - Plenum Wire - Per Foot	50	\$0.56	\$28.00
Leviton 2 Port Surface Biscuit White - In Nema box and office	2	\$4.00	\$8.00
Cat6 RJ45 Ends - camera end, gateway ends, elec box ends	6	\$0.99	\$5.94
Ultra 210W small Poe switch + wall mount with Cloud Gateway Ultra - office side	1	\$589.46	\$589.46
Miscellaneous hardware, mounting, fastening, conduit, latch duct, possible parts needed, etc	1	\$350.00	\$350.00



NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Per Diem/Lodging 2 techs - 2 nights	1	\$1,200.00	\$1,200.00

Subtotal: **\$2,345.39**



Plumas County Verkada Building Security - Chester Rogers Field Airport CMAS #3-23-01-1017 - 6/25/2025

Prepared by:

PacStates
Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - Rogers Field
Rogers Field Airport
403 Airport Rd
Chester, CA 96020
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002422
Version: 2
Delivery Date: 07/03/2025
Expiration Date: 10/31/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware / Labor	\$21,578.45
NSP Hardware	\$2,345.39

Subtotal: \$23,923.84

Administration Fee: \$262.50

Estimated Tax: \$1,178.56

Total: \$25,364.90

Payment Options

Description	Payments	Interval	Amount
Payment Option			
Deposit 50%	1	One-Time	\$12,682.45

Summary of Selected Payment Options

Description	Amount
Payment Option: Deposit 50%	
Total of Payments	\$12,682.45

Cash Options: 50% Due upon agreement, 50% balance due upon cutover

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



PacStates

Signature:

A handwritten signature in black ink, appearing to read 'Ryan Monaghan', written over a horizontal line.

Name: Ryan Monaghan

Title: Major Accounts

Date: 07/03/2025

Plumas County Facilities - Rogers Field

Signature:

Name: Nick Collin

Date:



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and All Star Painting KB Inc. for exterior painting of Sheriff's Office and Animal Services effective August 19th; not to exceed \$21,230.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and All Star Painting KB Inc. for exterior painting of Sheriff's Office and Animal Services effective August 19th; not to exceed \$21,230.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and All Star Painting KB Inc. for exterior painting of Sheriff's Office and Animal Services effective August 19th; not to exceed \$21,230.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and All Star Painting KB Inc. for exterior painting of Sheriff's Office and Animal Services effective August 19th; not to exceed \$21,230.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.

Fiscal Impact:

\$21,230.00; General Fund Impact as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.

Attachments:

1. 6319 FINAL All Star Painting

Service 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** department (hereinafter referred to as “County”), and **All Star Painting KD Inc.** (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Phase 2, Contractor shall provide the County with materials and services as set forth in Exhibit A, 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 **Twenty-One Thousand Two Hundred Thirty and 00/100 Dollars (\$21,230.00)** (hereinafter referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Term. The term of this Agreement shall be from **August 19, 2025**, through **June 30, 2026**, unless terminated earlier as herein provided. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 19, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County’s Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

1

CONTRACTOR INITIALS ____

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless other 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. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 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 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 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 term 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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 **C-33 Painting and Decorating Contractor**, issued by the State of California, **No. 1102242**
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:

Department of Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Nick Collin, Director

Contractor:

All Star Painting KD Inc.
17448 Lawrence Way
Grass Valley, CA 95949
Attention: Roman Demin

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. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

All Star Painting KD Inc.

By: _____

Name: Roman Demin

Title: RMO/CEO/President

Date:

By: _____

Name: Oleg Vladimirovic Kovalev

Title: CFO/Secretary

Date:

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date:

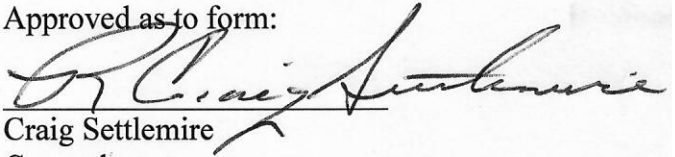
ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Approved as to form:



Craig Settlemyre
Counsel

Exhibit A

Scope of Work

This scope of work is for the preparation and painting of the exterior of the Plumas County Sheriff's Office located at 1400 East Main St Quincy CA 95971 and Plumas County Animal Services located at 201 Mill Creek Rd Quincy CA 95971.

The contractor is to provide all labor and materials for preparation work including pressure wash, scrape, sand and fill as necessary, remove old caulking and re-caulk, protect surfaces not being painted and all labor and materials to provide 1 prime coat and 1 coat Sherwin Williams Duration matching existing colors as close as possible. All work is to be done in a workmanlike and safe manner to industry standards following manufacturers recommendations.

The contractor is to notify Plumas County Facilities of any needed repairs that are outside the scope of painting and allow time for any repairs.

Exhibit B
Terms of Payment

1. **Contractor to be paid upon completion of job.**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. **[**Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.**] – Note: For work that can be completed in a relatively short amount of time. For extended projects, a different scheme may be more appropriate.**

[Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide 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 fifteen (15) days of County's receipt of Contractor's invoice. **] – Note: For repair contracts where there may be multiple repair jobs over time.**
4. 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.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. 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.

7. [**Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County. **] – **Optional.**



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company, Inc. for elevator maintenance, repair, and inspection; effective September 1, 2025; not to exceed \$27,000.00; Direct impact on General Fund as approved in FY25/26 preliminary recommended budget 2012052 520906; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company, Inc. for elevator maintenance, repair, and inspection.

Background and Discussion:

Silver State Elevator Company, Inc. conducts monthly inspections and maintenance to maintain the county's elevator/lift systems located at the County Courthouse, Permit Center, Courthouse Annex, and Quincy Memorial Hall. They coordinate with the State of California to test elevator/lift systems and conduct tests to ensure these systems are functioning properly and adhere to California regulatory standards. They also coordinate with the State of California to ensure proper permits are procured for operation.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company, Inc. for elevator maintenance, repair, and inspection.

Fiscal Impact:

This contract has direct impact on General Fund. Monthly maintenance is \$1,820/month at a cost of \$21,840 annually. The remaining balance of this contract, \$5,160, is for as-needed repair service or emergency calls.

Attachments:

1. Silver State Elevator, Co 9.1.25-8.31.26

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 **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Silver State Elevator, Co.**, a NV 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 Seven Thousand and 00/100 Dollars (\$27,000.00)**.
3. Term. The term of this agreement shall be from **September 1, 2025, through August 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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for 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 **C11 – Elevator Installation issued by the State of California, No. 434959.**

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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: Nick Collin, Director

Contractor:

Silver State Elevator, Co.
PO Box 5309
Reno NV 89513
Attention: Ernest Rosaia, CEO/CFO

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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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:

Silver State Elevator, Co., a NV corporation

By: _____
Name: Ernest Rosaia
Title: CEO/CFO
Date signed:

By: _____
Name: Lynn Rosaia
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

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Contractor to provide monthly elevator services to the following units:

- Passenger elevator located at 520 Main St, Quincy CA 95971
- Passenger elevator located at 555 Main St., Quincy CA 95971
- Passenger elevator located at 270 County Hospital Rd, Quincy CA 95971

Contractor to provide quarterly elevator service to the following unit:

- ADA wheelchair lift located at 274 Lawrence St., Quincy CA 95971

Elevator service will be as follows:

1. Regularly examine, clean, lubricate, and adjust: Motor, generator, machine and controller parts, including brake shoes and coils, brushes, commutators, resistors, coils, contacts, roller guides, operating valves, pumps, and other parts.
2. Complete examination of governor and all safety devices.
3. Silver State Elevator Company will furnish the following supplies when necessary: Oil and grease.
4. Annual safety tests required by the State of California.
5. All work is to be performed during regular hours of the normal work week.

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CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. One thousand eight hundred twenty dollars (\$1,820.00) per month, twenty-one thousand, eight hundred forty dollars (\$21,840.00) annually. Additional five thousand, one hundred sixty dollars (\$5,160.00) for incidentals (emergency repair, overtime pay, etc.) not covered in this agreement, for maximum contract amount of twenty-seven thousand dollars (\$27,000.00).
2. Call-out for non-service day during business hours: \$275/hr
3. Weekend call-out: \$550/hr
4. Holiday call-out: \$825/hr
5. Invoice due net 30.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Board Chair to sign a Lease Agreement between Facility Services & Airports and Plumas Rural Services for the use of the Orchard House; effective September 1, 2025, through August 31, 2028; (General Fund Impact) positive of \$3,600 annually; approved as to form by County Counsel.

Recommendation:

Approve and authorize Board Chair to sign a Lease Agreement between Facility Services & Airports and Plumas Rural Services for the use of the Orchard House; effective September 1, 2025, through August 31, 2028; (General Fund Impact) positive of \$3,600 annually; approved as to form by County Counsel.

Background and Discussion:

Plumas Rural Services (PRS) leases the Orchard House from the county to provide a location for Alcohol Anonymous (AA) and Narcotics Anonymous (NA) meetings for the general public to attend. The rent charged to PRS for use of the facility is \$300/month.

Action:

Approve and authorize Board Chair to sign a Lease Agreement between Facility Services & Airports and Plumas Rural Services for the use of the Orchard House; effective September 1, 2025, through August 31, 2028; (General Fund Impact) positive of \$3,600 annually; approved as to form by County Counsel.

Fiscal Impact:

Will generate \$3,600 revenue for the General Fund annually.

Attachments:

1. PRS Lease - Orchard House

LEASE AGREEMENT FOR OFFICE SPACE

This Lease agreement ("Lease"), entered into effective September 1, 2025, by and between COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and Plumas Rural Services ("Tenant"), provides as follows:

County warrants and represents that it owns that certain parcel of land located in Quincy, California, County of Plumas, more particularly described on Exhibit "A" attached to this Lease and incorporated for the purposes of description ("Parcel") and the office building located on that parcel commonly referred to as the Orchard House ("Building"); and

County wishes to lease to Tenant, and Tenant wishes to lease from County, under the terms and conditions of this Lease, the double wide modular building located at the Health and Human Services Complex 260 County Hospital Rd. in Quincy, California Commonly known as "Orchard House". Except as specifically provided herein this lease does not include the use of any other common areas on the property.

Therefore, the parties agree as follows:

1. The Premises. County hereby agrees to lease to Tenant, and Tenant hereby leases from County, that Building, as shown on Exhibit "A" attached hereto and made a part of this lease for description purposes (the "Premises").
 - a. The Premises shall be leased to Tenant in its "as-is" condition, and County shall not be required to construct any improvements in, or provide any tenant improvement allowance for, the Premises.
 - b. Tenant has the right at all times during the term of this Lease to the nonexclusive use of the main lobby of the Building, common corridors and hallways, stairwells, restrooms, and other public or common areas located on the Parcel.
 - c. County warrants that Premises are suitable for use as office space and that Premises are in compliance with applicable building codes and other laws and regulations governing use of the Premises as office space. County shall maintain Premises in compliance with applicable building codes requirements for the duration of this lease. Notwithstanding the foregoing, the County does not warrant that the Premises are in compliance with building codes and other laws and regulations governing new construction, but only such codes, laws, and regulations applicable to a building of its age.
2. Term. The term of this lease shall commence on 9/1/2025 and shall continue for a period of three (3) years until 8/31/28, unless sooner terminated as provided in Paragraph 45 of this Lease Agreement.
3. Rent. Tenant shall pay to Lessor the sum of Three Thousand Six Hundred Dollars (\$3,600.00) annually, payable in equal monthly installments in the amount of \$300.00 per month, payable in arrears. Payments to be made by personal delivery or mailing by U.S. Mail to County's office.

4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To County at: Facilities Services
County of Plumas 198 Andy's Way
Quincy, CA 95971
Attention: Director of Facilities

To Tenant at: Plumas Rural Services
711 East Main St.
Quincy, CA 95971
Attention: Paula Johnson

5. Parking. It is agreed that Tenant, its agents, servants, employees, customers, guests, and invitees, shall have the non-exclusive right to park without charge, throughout the original term of this lease and any renewal term.
6. Possession. County promises to place Tenant in peaceful possession of the Premises, and Tenant, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.
7. Use. Tenant shall use the Premises as office space, and shall not use or permit the Premises to be used for any other purpose. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the Premises.
8. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction thereover, which may be necessary for the conduct of its business in the Premises. Without limiting the generality of the foregoing, and except for obligations that are the responsibility of the County as provided in Paragraph 1, Tenant shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances, and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises by Tenant for the purposes leased hereunder. Tenant shall defend, indemnify, and hold County harmless from and against any claims, penalties, losses, damages, or expenses imposed by reason of Tenant's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.
9. Alterations by Tenant. Tenant agrees that Tenant will make no alterations to the Premises without the prior written consent of the County.
10. Hazards. Tenant shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by County's insurance policies.

- a. Tenant shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
 - b. Tenant shall not use any apparatus, machinery, or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
 - c. Tenant further agrees that Tenant will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of County.
 - d. Tenant shall not cause or permit any Hazardous Material, as defined below, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the Building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the term of the Lease that relate to public health and safety and protection of the environment.
 - e. "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes: (i) any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); (ii) "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); (iii) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect); (iv) petroleum products; (v) radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.
11. Care of the Premises. Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term.
 12. Indemnification. County shall not be liable to Tenant or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on, or about the Premises and any improvement thereon, and Tenant shall indemnify and hold harmless

County and its officers, agents, and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the acts, omissions, or negligence of Tenant, Tenant's officers, agents, contractors, permittees, or employees with respect to use of or Tenant's obligation to maintain the Premises and any improvements thereon, except for claims, liens, liability, expense, losses and judgments arising from the active negligence of County, its officers, agents, contractors, and employees. The indemnification provided in this paragraph may not be construed or interpreted as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under this Lease and is independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Lease shall not in any way restrict, limit, or modify Tenant's indemnification obligations under this Lease.

13. County's Right to Inspect. Tenant agrees to permit County and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the County is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.
14. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Tenant shall be and remain the property of Tenant, including Tenant's lighted sign, and County agrees that Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
15. Repairs and Maintenance. County agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 7, the Parcel on which the Premises are located, the Building in which the premises are located, and the Premises, and every part of them, in good condition, except that Tenant shall make any repairs or replacements necessitated by damage caused by the Tenant or its employees, agents, invitees, or visitors. Provided, however, if Tenant fails to make any such repairs or replacements promptly, County may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Tenant, and Tenant shall repay the cost of the repairs or replacements to County on demand.
16. Utilities. Tenant agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to Tenant's comfortable and reasonable use of the Premises.
17. Utility Interruption. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Tenant shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a

reasonable time, shall not entitle County to be relieved from any of its obligations under this Lease, or grant Tenant the right of set-off or recoupment of rent, or be considered a breach by County, or entitle Tenant to any damages.

18. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by earthquake, fire, or other casualty, County shall have the option to either repair or terminate the Lease. County shall notify Tenant within thirty (30) days of the date of the damage whether County elects to repair or terminate the Lease. If County elects to terminate the Lease, the Lease shall be deemed terminated as of the date of damage. If County elects to repair, County shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at County's expense, to the condition in which the premises existed immediately prior to the damage or destruction. If the damage does not render the Premises unfit for the conduct of Tenant's business, there shall be no abatement of rent during the period of repair. If the damage renders the Premises, in whole or in part, unfit for the conduct of Tenant's business, and the damage was not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, and provided that Tenant is not then in default under this Lease, Tenant shall be provided with a proportionate abatement of rent based on the rentable square footage of the Premises rendered unusable (due to physical damage to the Premises or the Building or the unavailability of access to the Premises).
19. Condemnation. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, (c) the conveyance of any interest in the Premises by the County or the Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn, and (d) the decision by the Board of Supervisors of the County to change the use of the Premises, Building, or Parcel in a way that is no longer compatible with Tenant's continued occupation of the Premises, including a decision to allow any County agency or department to occupy the Premises, in whole or in part. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either County or Tenant as of the date title or actual possession vests in the condemnor, whichever first occurs, or the date set by the Board of Supervisors of the County for the change of use of the Building or Parcel, as applicable, and rent under this Lease shall be payable only to that date. County shall return to Tenant any rent paid beyond that date. County shall give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injure Tenant's business.
20. Assignment and Subletting. Tenant may not sublease or assign all or any portion of the Premises without County's prior written consent, which shall not be unreasonably withheld. Reasonable grounds for denying consent include, but are not limited to, any of the following: (i) transferee's character, reputation, credit history, business, or proposed use is not consistent with the character or quality of the Building; (ii) transferee's intended use of the Premises is inconsistent with the permitted use as stated in Paragraph 9 or will

materially and adversely affect County's interest; (iii) transferee's financial condition is or may be inadequate to support the obligations under the Lease; or (iv) the transfer would cause County to violate another lease or agreement to which County is a party or would give a Building tenant the right to cancel its lease.

21. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term hereof, and if Tenant shall abandon, vacate, or otherwise cease operating, any personal property belonging to Tenant and left upon the Premises and any or all of Tenant's improvements and facilities thereon, shall, at the option of County, become the property of County. At County's option, Tenant shall be solely responsible for removing all material stored on site at the end of the lease term.
22. Liens. Tenant shall keep the Premises and all improvements thereon, as well as Tenant's leasehold interest therein, free from any and all liens arising out of any work performed, materials furnished, or obligation incurred, by Tenant, Tenant's employees, agents, and contractors. County has the right at all times to post and keep posted on the Premises and any building or facility built thereon, any notice it considers necessary for protection from such liens. At least seven (7) days before beginning construction of any improvements or alteration to any improvements on the Premises, Tenant shall give County written notice of the expected commencement date of that construction to permit County to post and record a notice of non-responsibility. Tenant agrees to hold County harmless from any such liens, and to pay County upon demand the cost of discharging such liens with interest at the then existing legal rate per annum from the date of discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter. Should Tenant's leasehold interest be transferred to any other party by operation or enforcement of any such lien, such transfer shall constitute an immediate event of default under Paragraph 29 of this Lease without any requirement for notice or an opportunity to cure to be given to Tenant, the transferee, or any other party, and County shall have the right, in its sole discretion, to immediately terminate this Lease at any time following such transfer and pursue any additional remedies available under this Lease and applicable law.
23. Landlord Self-Help. In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Premises, or any lien or claim for labor or material employed or used or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Premises and improvements, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the terms of this Lease, and if Tenant, after 10 days' written notice from County to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge and fails to post security as provided in Paragraph 28, then County may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses and other sums incurred or paid by County in connection with any of the foregoing shall be paid by Tenant to County upon demand, together with interest thereon at the legal rate from the date incurred or paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

24. Default by Tenant. Should Tenant at any time be in default with respect to payment of rent for a period of five (5) days after written notice from County; or should Tenant be in default in the performance of any other of its obligations under this Lease for fifteen (15) days after written notice from County specifying the particulars of the default; or should Tenant vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Tenant, without dismissal within thirty (30) days of filing; or if Tenant makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Tenant for the appointment of a trustee, receiver, or liquidator of Tenant or of any of Tenant's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Tenant; then and in any such events, County, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises.
- a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.
 - b. Should County elect to reenter, this lease shall be deemed terminated; provided, however, that County shall be entitled as against Tenant to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent County receives during that period from any subsequent tenant of the Premises.
 - c. Should this lease be terminated pursuant to the terms of this paragraph, County may, at its sole discretion, relet the Premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as County, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said Premises and improvements. County shall have no obligation to relet the Premises.
 - d. In the event that County relets the Premises pursuant to the terms of this paragraph, Tenant shall be immediately liable to pay to County, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such reletting, including any costs for alterations and repairs to the Premises incurred by County.
25. Recovery of Damages. Should County at any time terminate this lease under County's express rights set forth in this Lease for any breach, County may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Premises.
26. Non-waiver of Defaults. The waiver by County of any breach by Tenant of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition of this Lease. No term, covenant or condition hereof can be waived except by the written consent of County, and forbearance or

indulgence by County, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Tenant to which the same may apply, and until complete performance by Tenant of the term, covenant or condition, County shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.

27. Nondiscrimination. Tenant agrees not to discriminate in the conduct of its business on the Premises, or through any other use of the Premises, on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. Estoppel Certificates. County and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (ii) that to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof); and (iii) the date to which rent and other charges have been paid in advance, if any. Each certificate delivered pursuant to this section may be relied on by any prospective purchaser or transferee of the Premises or of County or Tenant's interest hereunder or by any fee mortgagee of the Premises or of County or Tenant's interest hereunder or by any assignee of any such mortgagee.
29. Redelivery of Premises. Tenant agrees to redeliver to County the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Tenant, or its employees, agents, invitees, or visitors.
30. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.
31. Time of Essence. Time is of the essence in this lease.
32. Headings. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Lease.
33. Mutuality. All covenants and conditions in this Lease are mutually dependent.

34. Refurbishments. Paragraph 17 notwithstanding, County shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligent or intentional acts of County or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of County under this lease.
35. Lease Made in California. This Lease has been made and shall be construed in accordance with the laws of the State of California.
36. County's Signs. County reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Tenant not renew this lease within ninety (90) days prior to its termination date.
37. Recordable Acceptance. Upon request by County, Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.
38. Real Estate Commission. Tenant acknowledges that Tenant contacted County directly, and that no real estate commission is due or payable from County. Tenant will hold County and owners harmless from any claim made for a real estate commission.
39. Transfer By County. The term "County" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the County thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.
40. Relationship of Parties. County is neither a joint venturer with nor a partner or association of Tenant with respect to any matter provided for in this Lease. Nothing herein contained shall be construed to create any such relationship between the parties or to subject County to any obligation of Tenant hereunder.
41. Surrender and Merger. The voluntary or other surrender or termination of this Lease by Tenant or a mutual cancellation thereof shall not work a merger and shall, at the option of County, terminate all or any existing subleases or subtenancies or may, at the option of County, operate as an assignment to County of all such subleases or subtenancies.
42. SB 1186 Notice. As of the date of this Lease, the Premises have been inspected by a Certified Access Specialist.
43. Liability Insurance. During the lease term, Tenant shall, at Tenant's own expense,

maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, that will insure Tenant and Owner (and such other parties as are designated by Owner) against liability for injury to person and property and for each of any person or persons occurring in or about the premises. Each such policy shall be subject to approval by Owner as to form and as to insurance company. The liability coverage under such insurance shall have a minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000) for any one person injured or killed, a minimum per accident limit the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000), and a coverage limit for property damage the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Each policy shall be endorsed to name the Owner, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section, the "Owner") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. If, in the considered opinion of Owner's insurance advisor, the amount of such coverage is not adequate, Tenant shall increase the coverage to such amounts as Owner's advisor shall deem adequate. All coverage available under such policy to Tenant, as the named insured, shall also be available and applicable to the Owner, as the additional insured. All of Tenant's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the Owner, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Tenant's policy shall be primary insurance as respects the Owner, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the Owner, its officers, officials, employees, representatives and agents shall be in excess of the Tenant'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. To the extent that Tenant carries any excess insurance policy applicable to its occupancy of the premises, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the Owner before the Owner'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. Tenant shall provide Owner with copies or certificates of all policies required by this Lease, including in each instance an endorsement providing that such insurance shall not be canceled except after thirty (30) days' notice to Owner.

44. Landlord's Lien. County shall have at all times a valid lien for all rentals and other sums of money becoming due under this Lease from Tenant, subject to any purchase money liens or security interests outstanding from time to time to third parties, on all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant, other than Tenant's lighted sign, situated on and in the Premises, and after notice of default is given by County such property shall not be removed from the premises without the consent of County until all arrearages in rent as well as any and all other sums of money then due to County under this Lease shall first have been paid and discharged.

- a. Tenant hereby grants a security interest, subject to any purchase money liens or security interests executed by Tenant outstanding from time to time to third parties, in that

personal property, and the lien hereby granted may be foreclosed in the manner and in the form provided by law for foreclosure of a security interest under the Uniform Commercial Code of the State of California, or in any other manner and form provided by law.

- b. The statutory lien for rent is not hereby waived, but the express contractual lien herein granted is in addition and supplemental thereto.

45. This lease may be terminated by either party with 30 day written notice.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

“COUNTY”

COUNTY OF PLUMAS, a political
subdivision of the State of California

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

“TENANT”


PLUMAS RURAL SERVICES

By: _____
Name: Paula Johnson
Title: Director
Date:

ATTEST

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT “A”
MAP OF PREMISES

See attached.

EXHIBIT A





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Glenn County for the purpose of providing CWS/CMS Staff Training; effective July 1, 2025–June 30, 2028; not to exceed \$5,064.00/ fiscal year; (No General Fund Impact) State and Federal Funding ; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Glenn County for the purpose of providing CWS/CMS Staff Training; effective July 1, 2025–June 30, 2028; not to exceed \$5,064.00/ fiscal year; (No General Fund Impact) State and Federal Funding ; approved as to form by County Counsel.

Background and Discussion:

The intent of this contract is for the Contractor to provide CWS/CMS staff training with Glenn County Human Resources Agency for Child Welfare Core and CWS/CMS computer training.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Glenn County for the purpose of providing CWS/CMS Staff Training; effective July 1, 2025–June 30, 2028; not to exceed \$5,064.00/ fiscal year; (No General Fund Impact) State and Federal Funding ; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. 6327 FINAL

**CONTRACT BETWEEN PLUMAS COUNTY THROUGH ITS
DEPARTMENT OF SOCIAL SERVICES
AND THE COUNTY OF GLENN
FOR CWS/CMS STAFF TRAINING
FISCAL YEARS 2025/26-2027/28**

This agreement is entered into by and between the County of Plumas, through its Department of Social Services ("County"), and Glenn County, through its Health and Human Services Agency ("Contractor") for the purpose of providing CWS/CMS staff training.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Services

Provide Child Welfare Services/Case Management System (CWS/CMS) training to County staff; see Exhibit A, List of Classes, which is incorporated by reference.

B. Confidentiality

The intent of this contract is for the Contractor to provide CWS/CMS staff training. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

Contractor shall require all employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19, which provide that:

1. All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

C. Changes in Regulations

Within ten (10) days of County's notification to Contractor of a change in California Department of Social Services regulations affecting contract activities, Contractor shall notify County in writing of its choice of one of the following options:

1. Indicate that Contractor's operations are currently in compliance with the proposed change as specified;
2. Indicate that Contractor is in the process of modifying operations to comply with the proposed change and will complete these modifications and be in compliance within 30 days of notification by County; or
3. Terminate this contract with County. Contractor maintains the option to seek modification of the terms of this contract materially affected by a regulation or guideline change.

D. Record Keeping/Reporting

Contractor shall maintain books, records, receipts, documents, and other evidence pertaining to all costs and expenses incurred pursuant to this contract and provide original documents of same to County upon request. Those records shall be kept for a period of at least three years after termination of this contract, or until all audits for compliance with terms, conditions and specifications of the contract are completed, whichever is later. Those records shall be open for audit and review by County, state and federal agencies.

Contractor shall develop and maintain detailed records concerning the services provided pursuant to this contract. Those records shall be in a form acceptable to County. At a minimum, Contractor shall maintain a log of the dates and hours spent providing the services described in Section I. A., of this contract.

Contractor shall provide all information necessary for reports required by County, state, or federal government. Contractor shall fully cooperate with County in providing any information needed by any government entity concerning this contract.

E. Compliance with Laws

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

2. RESPONSIBILITIES OF COUNTY

- A.** Ensure County staff attend training as scheduled by County, and notify Contractor, in a timely manner, if staff is unable to attend pre-arranged training.
- B.** County shall pay Contractor invoices upon Contractor's submission of complete and approved semi-annual billings.
- C.** County shall monitor performance of Contractor to assure compliance with the terms, conditions and specifications of this agreement.

3. COMPENSATION

Contractor shall invoice County on a semi-annual basis for participation in the CWS/CMS lab consortium. County share shall be based upon County Fiscal letter 11-12-18, dated September 16, 2011, as issued by the California Department of Social Services (reference page 42, Attachment E-1b, CWS/CMS Staff Development). The County share shall be five thousand sixty-four dollars (\$5,064) per fiscal year.

4. BILLING AND PAYMENT

Contractor shall submit to County a semi-annual statement of the amount due pursuant to the terms and conditions of this agreement. County share will be payable upon receipt and County will endeavor to make payment to Contractor within thirty (30) days of receipt of complete invoices from the Contractor to the County and approval and acceptance by the County of work billed.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025, and shall terminate June 30, 2028. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025 to the date of approval of this Agreement by the Board of Supervisors.

6. TERMINATION OF AGREEMENT

- A.** If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to Contractor.
- B.** Either party may terminate this agreement on 30-day written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice.

C. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

D. Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, charts and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers compensation insurance plan nor shall Contractor be eligible for any other County benefit.

9. MUTUAL INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor's Independent Provider and/or Contractor's status that would establish a liability for failure to make social security or income tax withholding.

10. INSURANCE

Contractor is self-insured and shall continuously maintain coverage at established limits as evidenced by the Certificate of Coverage.

11. SUBCONTRACTORS

Contractor will not subcontract any services without the prior written consent of the County and approval of the subcontract as to form by the Office of the County Counsel, Plumas County. Any subcontract entered into with Contractor without prior written consent of the County and approval by the Office of the County Counsel, Plumas County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of the County and approval by the Office of the County Counsel.

Any individuals and entities that provide services as subcontractors to Contractor under this contract will provide and maintain in full force and effect while operating under the terms of this agreement a comprehensive general liability insurance, and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

A. Certificates of Insurance – Subcontractor

A subcontractor, prior to providing services as defined under this contract, shall provide Contractor a Certificate of Insurance as evidence of insurance protection provided. Insurance certificates provided by an insurance company or underwriter containing the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language, are unacceptable.

In addition, Subcontractors shall provide Contractor a certificate of liability, workers' compensation and other insurance that may be required.

12. CONTROLLING LAW VENUE

This Agreement is made in the County of Glenn, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Glenn.

13. WAIVER

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

A. EFFECT OF REFUSAL

It is understood and agreed by the parties hereto that this Agreement is subject to the review and approval of the Plumas County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into this Agreement, then it is agreed that there is, in fact, no binding Agreement, either written or oral, between the parties herein.

B. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the provision and /or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

14. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, national origin, religion, sex, age, marital status, sexual orientation, political affiliation or disability.

15. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class mail to the following addresses:

If to County:

Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971

If to Contractor:

Administration
Glenn County Health and Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

Notice shall be deemed to be effective two days after mailing.

16. ASSURANCE OF COMPLIANCE

Contractor shall comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto as Exhibit B and made a part of this agreement.

17. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF PLUMAS

COUNTY OF GLENN

By: _____

Kevin Goss, Chair
Board of Supervisors

Date:

By: _____

Laura Hawkins, Director
Glenn County Health and Human
Services Agency

Date:

ATTEST:

By: _____

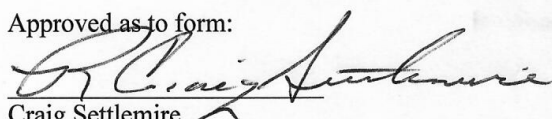
Scott De Moss, County Administrative
Officer

Date:

By: _____

Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:


Craig Settemire
Counsel

APPROVED AS TO FORM:

Office of County Counsel
County of Glenn, California

Exhibits:

Exhibit A – List of Classes

Exhibit B – Vendor Assurance of Compliance

Health and Human Services Agency:

- ☐ Approved by Deputy Director Administration _____
- ☐ Approved by Deputy Director Program _____
- ☐ Approved by Fiscal Manager _____

Exhibit A

LIST OF CLASSES

Courses listed below can be scheduled in Glenn County at the Orland site. Additional courses as well as county specific requests with integrated computer and CWS skills training can also be delivered. Please refer to the website for current courses,

<https://humanservices.ucdavis.edu/subject-areas/cwscms-consortium>

- Adoptions in CWS/CMS
- Business Intelligence 4.2
- Creating Case Plans in CWS/CMS
- CWS Clerical Support Staff Training: Contact and Service Provider
- CWS Clerical Support Staff Training: Court Hearing Process
- CWS Clerical Support Staff Training: Foster Home Placement
- CWS Clerical Support Staff Training: Health and Education Pages
- CWS Clerical Support Staff Training: Introduction to CWS/CMS and Computer Skills - Day 1 (Morning)
- CWS Clerical Support Staff Training: Referral Intake Process
- CWS/CMS Contacts
- CWS/CMS for Intermediate Users
- CWS/CMS for New Users
- CWS/CMS for Supervisors and Managers
- CWS/CMS Health and Education Passport
- CWS/CMS Help Desk
- CWS/CMS Placement
- CWS/CMS related to ICWA
- CWS/CMS Resource Management
- Intermediate Business Objects (Webi) for CWS/CMS
- Petition Writing in CWS/CMS
- SafeMeasures Advanced
- SafeMeasures Basic Navigation
- SafeMeasures Training/Updates
- Writing 366.26 Hearing and Post-Permanency Planning Reviews in CWS/CMS
- Writing Family Reunification and Maintenance Reports in CWS/CMS
- Writing Jurisdiction and Disposition Reports in CWS/CMS

Exhibit B

**VENDOR ASSURANCE OF COMPLIANCE WITH
COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY,
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: Glenn County Health and Human Services Agency

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Laura Hawkins, Director of Health and Human Services Agency
Glenn County, California

CR50-Vendor Assurance of Compliance



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and PC Probation, PCBH, PCOE, PCIRC, FNRC and California Tribal TANF System Partners delivering shared services to children, Youth and Families; effective July 1, 2024–June 30, 2027; not to exceed \$0.00; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and PC Probation, PCBH, PCOE, PCIRC, FNRC and California Tribal TANF System Partners delivering shared services to children, Youth and Families; effective July 1, 2024–June 30, 2027; not to exceed \$0.00; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

Background and Discussion:

The System Partners seek to ensure that all public programs for children, youth and families will provide services in a timely, integrated, comprehensive, culturally responsive, evidence-based/best practice manner, regardless of the agency door by which children, youth, and families enter.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and PC Probation, PCBH, PCOE, PCIRC, FNRC and California Tribal TANF System Partners delivering shared services to children, Youth and Families; effective July 1, 2024–June 30, 2027; not to exceed \$0.00; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) No Funds used

Attachments:

1. 6285 FINAL

MEMORANDUM OF UNDERSTANDING

I. PARTIES:

This Memorandum of Understanding (MOU), defining the collaboratively shared design, delivery and management of services to children, youth and families in Plumas County, is entered into by the following parties ("System Partners"):

Plumas County Probation Department ("Probation")
Plumas County Child Welfare Services ("CWS")
Plumas County Behavioral Health ("PCBH")
Plumas County Office of Education ("PCOE")
Plumas Crisis Intervention & Resource center ("PCIRC")
Far Northern Regional Center ("FNRC")
California Tribal TANF Partnership

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding between the System Partners regarding delivery of shared services to children, youth and families.

II. VISION:

All adults and families in Plumas County will be self-sufficient in keeping themselves, their children and their families safe, healthy, at-home, in school/employed, out of trouble and economically stable.

III. MISSION:

The System Partners seek to ensure that all public programs for children, youth and families will provide services in a timely, integrated, comprehensive, culturally responsive, evidence-based/best practice manner, regardless of the agency door by which children, youth and families enter. This mission includes an awareness of and a commitment to incorporate foster youth experience and voice into county level collaborations and partnerships that manage or oversee the delivery of services affecting youth in out of home care.

IV. TERM:

This Agreement shall remain in full force and effect from **July 1, 2024**, through **June 30, 2027**. This MOU may be modified only by a written amendment signed by the parties. The Interagency Leadership Team will hold an quarterly meeting for the purpose of reviewing the implemented Memorandum Of Understanding to discuss and identify concerns, needs and/or additions to the agreement. The Interagency

Leadership Team will determine if the Memorandum Of Understanding requires modifications and agree on the terms of the amendment.

V. PURPOSE:

AB 2083 (Chapter 815, Statutes of 2018) requires each county to develop and implement a memorandum of understanding (MOU) setting forth roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma. The purpose of the MOU is to ensure that children and youth in foster care, as well as other high-risk youth in the community receive coordinated, timely, and trauma informed services. The agencies do not delegate their legal authority with respect to any core function or power of their agency, office, department or position. System Partners are not establishing policies that are intended to be averse to any relevant agency-wide policies, rules or agreements. Accordingly, this MOU should be interpreted in light of this intent and purposes.

This MOU seeks to ensure that the Systems Partners' programs and policies reflect a collaborative, team based, coordinated, and integrated delivery of services for children, youth and families. The goal of this MOU is to address systemic barriers to the traditional provision of interagency services. It is the intent of the agency partners to create an integrated plan for services and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education, Far Northern Regional Center developmental services, behavioral health services, and tribal affiliations. The System Partners agree that consistent interdepartmental and interagency leadership is essential to successful collaboration on behalf of youth and families. It is the intent of System Partners to fully support the structure and processes contained in this MOU and to provide the framework that will guide their operations and the activities, decisions, and direction.

VI. PRINCIPLES:

To promote and provide services, which are community based, outcome-focused, family-centered, strength-based, culturally proficient, comprehensive, and within an integrated delivery of service plan that, to the extent possible, encourages families to use their own resources to resolve problems.

To identify, develop, and maintain service systems consistent with public/private, community based, school-linked and family partnership, that can intervene early and/or prevent problems with at-risk children, youth and families.

To provide services to children, youth and families in the least restrictive, least stigmatizing and community-based settings appropriate to meet their identified needs.

To identify, develop, and monitor coordinated policies, procedures, resources and implementation practices for the benefit of at-risk children, youth and families in Plumas County.

To provide on-going support and direction to each agency and its staff in providing services and resources for at-risk children and families consistent with the Vision, Mission and Principles.

To ensure that the voices, experiences and wisdom of foster children/youth and their families and/or caregivers as well as other at-risk youth and families are incorporated into the collaborations and partnerships captured by this MOU.

To ensure the appropriate utilization of treatment and rehabilitation services for children, youth and families in conjunction with any court orders while ensuring the safety of the community and public-at-large.

To promote coordinated data collection, data exchange, and filing of documents, including electronic filing between the courts, social services agencies, and other key partners and track data that permits them to measure their performance. The Interagency Leadership Team policy prioritizes information sharing between the courts and partners such that delays in service delivery are minimized.

VII. INTERAGENCY PROCESSES:

The following ten elements are believed to be the primary and necessary components of comprehensive practices for the System Partners.

A. INTERAGENCY LEADERSHIP TEAM (ILT):

The ILT serves as the governing board of this collaborative and will consist of:

- Chief Probation Officer
- Director of Behavioral Health
- Director of Social Services
- The Superintendent of the County Office of Education or Designee
- Crisis Intervention & Resource Center
- Chief Student Services Officer-Feather River College
- Executive Director of Far Northern Regional Center or Designee
- California Tribal TANF Partnership representative
- Plumas Charter School Executive Director

The ILT shall select a Chair who will lead the ILT meetings and processes while membership of the ILT is established per above, designated other experienced staff members or other senior managers from System Partners or other involved agencies, tribal partners or identified contractors may also attend ILT meetings to support the ILT members. The ILT System Partners will attend all meetings and planning sessions necessary to mutually carry out their shared approach.

The role and responsibilities of each member of the ILT are as follows:

Management, Administration and Service Deliver:

1. Direct management and operation of the Plumas County Integrated Children's System of Care.
2. The ILT members will utilize a shared decision-making process for all programs and services identified by the system partners. Consensus will be the preferable model; however, if consensus cannot be reached, decisions may be made by a simple majority vote of the ILT members.

Policy Development, Coordination and Monitoring as a full System of Care:

1. Make recommendations regarding submission, preparation and coordination of grant applications and grant deliverables.
2. Review and, as necessary, recommend program direction for applicable community partners or providers.
3. Coordinate and develop additional agreements or MOUs, as necessary, to assist in program coordination and problem solving.
4. Work with community agencies to ensure collaborative and integrated strategies are utilized and to promote and utilize strength-based, family-focused practice on a systems-wide basis.
5. The Interagency Leadership Team agrees to work collaboratively to review and approve Letters of Support/requests from providers to become Short Term Residential Therapeutic Programs providers, and to do so in a timely manner.

B. INTERAGENCY PLACEMENT COMMITTEE (IPC):

System Partner managers or other qualified staff will jointly convene and administer an IPC, as required by state law. The IPC will conduct the following activities in pursuit of the shared goals of this MOU:

- Review Challenging Youth and Family Service Plans
- Review Requests for Short Term Residential Therapeutic Programs and/or Out-of-State Placement.
- Review Cases in which a youth has been in Short Term Residential Therapeutic Programs or other Congregate Care Setting longer than six months and every six months, thereafter.
- Provide the Interagency Leadership Team with quarterly reports to include Quality Improvement on Service/Systems, need for new or redesigned service delivery, areas for improvement, and on the status of implementation of the agency's Integrated Core Practice Model.

Attachment 1 sets forth a matrix of System Partner Responsibilities.

Decisions/Recommendations by the IPC will become the recommendations of the responsible department, division or unit of the agency partner which referred the youth placing agency. Any involved staff member associated with the youth's care who disagrees with the IPC recommended action may raise an objection to the recommended action or may advocate for a different action through the use of the Appeal process as outlined herein.

IPC Case Specific Appeals:

Appeals of the child/youth/family or case specific IPC recommendations/decisions will be made via the following; immediately following the IPC meeting or, if not possible, within two working days.

The staff member wishing to appeal the IPC recommendation(s) will notify their respective manager/IPC representative. Staff will complete a brief memo describing what the desired action was, the reason(s) for it, and will attach the decision letter to the appeal memo. The manager/IPC representative will add additional remarks reflecting the factors that the IPC considered when making its recommendation(s).

The IPC representative will forward the appeal to the Probation Deputy Chief, Social Services Deputy Director, and the BH Director within 24 hours. The Deputies will review the appeal and decide if the appeal has merit. They may recommend a new IPC meeting be held to review the case further, they may confirm the IPC decision or change the IPC decision.

When a staff member wishes to appeal an IPC related 241.1 recommendation, the appeal should only be considered prior to the memo being filed with the court. Once the memo is filed with the court, no appeal may be made.

- If an appeal is made and cannot be resolved between the senior staff as outlined above, the ILT will review the appeal and invite stakeholders to present information, as necessary. The ILT will meet and hold a hearing on the appeal. The decision of the ILT will be made by majority vote. The decision of the ILT will be final. All staff will accept and follow the decision of the ILT as their recommendation to the court.

To provide written notices to providers regarding the approval or disapproval of placement and recommendations for level of care that are appropriate to meet the needs of the child or youth.

C. SCREENING, ASSESSMENT AND ENTRY TO CARE

In order to enhance unified service planning, reduce impact on youth and caregivers, and reduce administrative costs to partners, agencies will use an integrated assessment and access to care service as defined herein, coordinated by Social Services.

Plumas County uses a shared assessment process. System Partners have agreed to the use of the Child And Adolescent Needs and Strengths (CANS) in each

applicable program, and to share those assessment outcomes and processes to facilitate care coordination and reduce child, youth and family impact.

Furthermore, for youth in multiple service sectors, agency partners have developed a sharing of client-related information such that assessment and planning documents may be accessed by service personnel assigned and within the scope of their duties.

D. CHILD AND FAMILY TEAMING AND UNIFIED SERVICE PLANNING

System Partners provide a single, unified teaming process for all children and youth in care. In order to maximize planning and family engagement, a single Child and Family Team (CFT) process is used. Typically, the agency with legal jurisdiction will convene and document CFT outcomes. The CFT meetings will be coordinated according to the lead agency's policy and procedures. CFT meeting policy and procedures from the lead agencies are attached and incorporated into this MOU.

If a child or youth is receiving Full-Service Partnership WRAP services, the provider will convene and document the CFT.

Of particular interest to partners is the coordination of mental health care and educational services for youth in the foster care system. Accordingly, partners agree to develop policy to enact the following:

- Facilitating prompt mental health referrals and assessments.
- Facilitating the development of a treatment plan and prompt delivery of mental health services.
- Ensuring participation of an individual from the local educational agency (LEA) who is knowledgeable about the child and able to provide feedback on significant relationships that the student may have formed at the school such as a teacher, counselor, coach or other meaningful person in the student's life and how changing schools would impact his or her academic, social, or emotional well-being.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within or between LEAs.
- Facilitating immediate enrollment for students in foster care who enter a school within a LEA.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within a LEA.
- Ensuring that students in foster care are promptly enrolled in a LEA's free lunch program.
- Ensuring that the school and LEA waive all school fees for students in out-of-home placement, including but not limited to: any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.

Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), and other privacy laws and policies.

- Coordinating necessary transportation for students as described in this Agreement, including through development of any LEA policies or practices necessary to implement these procedures.

E. SCHOOL STABILITY AND SCHOOL-OF-ORIGIN TRANSPORTATION PLAN

Federal law (ESSA) requires that child welfare agencies and school districts develop a joint plan to ensure that transportation is available when it is in a student's best interest to remain in their school of origin after a change in placement.

To comply with ESSA and improve school stability for students in foster care, agency partners agree to develop joint policies/procedures to ensure that: (1) districts and schools receive notice within one day of any decision by the child welfare agency to change a student's placement (and whenever feasible, before the placement change occurs);

(2) agency partners work with the student's education rights holder to promptly make the best-interests determination; (3) students have transportation to their school of origin while the best-interests determination is pending, and pending resolution of any dispute regarding school-of-origin rights; and (4) if it is determined to be in the student's best interest to remain in their school of origin, transportation is provided by the child welfare agency (e.g. through caregiver reimbursement or public bus passes), by the school district (e.g. by using or modifying an existing bus route); or jointly (e.g. by sharing the costs of transportation).

F. IMPLEMENTATION OF INTEGRATED CORE PRACTICE MODEL

Partner agencies agree to mutually use the principles, values, and practices in their interactions with children, youth and families, with one another, and with contractors and county System Partners.

G. RECRUITMENT AND MANAGEMENT OF RESOURCE FAMILIES AND DELIVERY OF THERAPEUTIC FOSTER CARE (TFC)

System Partners agree to use collaborative, uniform and consistent efforts to recruit, train and support professional Resource Family caregivers in order to foster safe, permanent and healthy out-of-home placements when necessary. While Social Services and Probation Department agencies have legal obligations and responsibilities to assure Resource Family Home availability is present, the county Behavioral Health Department has a parallel responsibility to assure adequate capacity for, and oversight of Specialty Mental Health Services are present to support children, youth and their caregivers.

To that end, System Partners agree to share necessary information and processes required to support recruitment and retention efforts including, but not limited to, joint review of STRTP and Foster Family Agency (FFA) Program Statements and

applications, joint investigation of complaints or grievances, joint drafting and execution of contracts with providers, and jointly delivering technical assistance and oversight, including on-site reviews of programs and services. System Partners will collaborate to recruit, train and implement TFC in Plumas County.

See element H below for additional detail.

H. INFORMATION AND DATA SHARING

Plumas County has and maintains an agreement with the state Department of Social Services to share client specific information in order to foster timely and appropriate care and to share in the state's pursuit of outcomes that inform improved services to youth served by its systems.

System Partners agree, to the fullest extent allowed by law, consistent with Welfare and Institutions Code section 827, to share necessary and relevant client specific information in order to conduct treatment, coordinate care and assure the highest quality care is available to youth and caregivers. This includes use of a single, uniform Release of Information (ROI) form.

System Partners acknowledge that Plumas County Social Services is authorized to disclose information to the Medicaid (Medi-Cal) agency for purposes directly related to the administration of either program (42 United States Code (U.S.C.) § 671(a)(8)(A). Medi-Cal funded providers are likewise authorized to disclose information to Social Services for purposes directly related to the administration of the Medi-Cal program. "Directly related" includes determining the amount of medical assistance and providing services for recipients. (42 U.S.C. § 1396(a)(7); 42 C.F.R. § 421.302 (2009).

I. QUALITY MANAGEMENT AND PROVIDER OVERSIGHT

System Partner agencies have many required and varied responsibilities relative to tracking, monitoring, evaluating and reporting its services to state agencies, and additional responsibilities for evaluation of contractors and vendors. While these requirements have many unique forms and processes, there are critical areas where System Partner's shared goals may be enhanced and where cost savings may be realized.

To that end, System Partners agree to identify where System Improvement, Child Family Services Review, Case Review, External Quality Review Organization (EQRO), Local Accountability Plans, Triennial MHP Review, Juvenile Justice Commission will be coordinated, and resources and processes shared via this MOU.

J. STAFF RECRUITMENT, TRAINING AND COACHING

System Partners acknowledge the value of having highly trained and competent staff teams. In order to assure that social workers, probation officers, therapists, doctors,

clinicians, support and administrative personnel are fully prepared to deliver the seamless and integrated services as outlined in this agreement, partners agree to coordinate the recruitment, training and coaching of staff.

The ILT members agree to the sharing of or joint delivery of Performance Evaluation and supervision of certain key managers and supervisors with the system partnership. The ILT Administrator will coordinate these joint Performance Review processes. These evaluations will then be forwarded to the appropriate Appointing Authority for use, as appropriate, in the employee's formal performance evaluation.

Training or in-service content which may be of value to System Partner staff or other key partners will be planned and delivered via joint process. Financial training resources will be used in the most flexible and adaptable manner possible to facilitate the cross training and preparation of team members.

K. FINANCIAL RESOURCES/MANAGEMENT

System Partners hold a shared commitment to inform each other about available funding, State and Federal revenues including on-going funding, one-time funding opportunities, revenue enhancements and Request for Proposals (RFP), and grant opportunities for programs and services for children, youth and families. System Partners agree to leverage the identified, existing financial resources to provide needs, services and support to children, youth and their families.

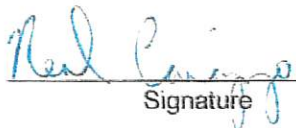
Funding may consist of federal, state, local, or private resources within the discretion of the Systems Partners, and will be sought or applied for, planned, monitored and distributed according to joint decisions of the ILT. Funding decisions subject to approval by the governing body of each partner agency will be brought to those governing bodies with a recommendation to approve the joint decision of this ILT.

L. DISPUTE RESOLUTION MECHANISM:

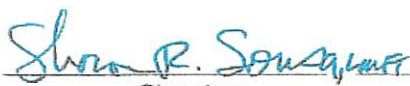
While ILT member agencies and leaders will utilize a shared decision-making process for all programs and services identified by the system partners, challenges and disagreements will be present, sometimes based in conflicting policy, guidance, or in differing opinions as to what services are needed in a particular case. System Partners will attempt in good faith to resolve any dispute or disagreement arising out of this MOU. *For case-specific disputes associated with a CFT or /PC process, the agencies will use the process outline in element "B" above.*

For other types of disputes, typically associated with policy, direction, sharing of resources, strategy or related cross agency issues, Directors, Chiefs and Department Heads will seek to settle relevant disputes by focusing on the shared vision, values and practices of this agreement and with acknowledgement that youth and family members generally are unaware of and have no particular interest in consideration of which agency is more or less responsible for their care.


Plumas County Social Services

Neal Caiazzo	Director of Social Services		5.23.24
_____ Name	_____ Title	_____ Signature	_____ Date

Plumas County Behavioral Health

Sharon Sousa	Director of Behavioral Health		05/23/2024
_____ Name	_____ Title	_____ Signature	_____ Date


Plumas County Probation Department

Keevin Allred	Chief Probation Officer		5.23.23
_____ Name	_____ Title	_____ Signature	_____ Date

Plumas County Office of Education

William Roderick	PCOE/PUSD Superintendent		5/23/2024
_____ Name	_____ Title	_____ Signature	_____ Date

Plumas Crisis Intervention & Resource Center

Kate Rahmeyer	Executive Director		05/23/2024
_____ Name	_____ Title	_____ Signature	_____ Date

Far Northern Regional Center

Melissa Gruhier

Executive Director

Melissa Gruhier

June 20, 2024

Name

Title

Signature

Date

Plumas Charter School

Taletia Washburn

Executive Director

Name

Title


Signature

6/3/24
Date

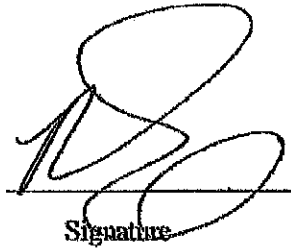
California Tribal TANF Partnership Program

Robin Eich

Site Manager

Name

Title


Signature

5/17/2024

Date

ATTACHMENT 1

Task	Social Services Agency	Probation Department	Behavioral/Mental Health Dept.	Plumas County Office of Education	Parents, Providers, Tribal Partners
Membership/Attendance	Manager attends as a standing member	Manager attends as a standing member	Manager attends as a standing member	Manager attends as a standing member	Attends as applicable per individual child/youth needs
Wardship Placement	Placing Agency	Placing Agency	Authorizes SMHS	Placing Agency	Parent/Caregiver must accept placement support
SFC Approval	Placing Agency	Placing Agency	Authorizes SMHS	Placing Agency	Parent/Caregiver must accept placement support
IC 13/14 Certification	Placing Agency	Placing Agency	MHP Licensed Clinician Signs Certification Authorizes SMHS	Placing Agency	Attends as applicable per individual child/youth needs
Out of State Placement Approval	Placing Agency	Placing Agency		Placing Agency	Attends as applicable per individual child/youth needs
TRTP Placement Approval	Placing Agency	Placing Agency	MHP Licensed Clinician signs approval Authorizes SMHS	Placing Agency	Attends as applicable per individual child/youth needs
IC 24111(a)—Due Diligence Recommendation to Court	May request recommendation	May request recommendation			Attends as applicable per individual child/youth needs
Case review and services authorization and/or recommendations for children/youth/families with multiple needs, with no clear remedy jurisdiction—when service need exceeds the agency capacity	May request review	May request review	May request review Authorizes SMHS	May request review	Attends as applicable per individual child/youth needs

Interagency Services to Children, Youth, and Families Identification of Applicable Programs

COUNTY OFFICE OF EDUCATION OR EDUCATIONAL AUTHORITY:

Foster Youth Services School Attendance Review Board/School Attendance Mediation Programs

- Youth Suicide Intervention/Prevention Training and Protocols
School Based Prevention/Early Intervention Programs
Positive Behavior Intervention and Support Training and Support
- Multi-Tier Systems development for school and community wellness

BEHAVIORAL HEALTH DEPARTMENT

- Children's Mental Health Services - Assessment, Triage and Medication management, Outpatient, Inpatient, Therapeutic Behavioral Services
- Full-Service Partnership (FSP)/Wraparound Program
- Perinatal Substance Abuse Programs
- Substance Abuse Prevention and Treatment Services

PROBATION:

Juvenile Diversion Services

- Intensive Services Caseload (ISC)
Juvenile, School and Probation Officers
Juvenile Detention Facility Mental Health Services
Probation Family Preservation
- Juvenile Justice and Crime Prevention Programs
- Placement Services
- Extended Foster Care (AB12)
- Child and Family Team meetings
Supervision and case planning
Independent Living Skills Plan (ILP) and Transitional Independent Living Skills Plan (TILP)
Approval of Supervised Independent Living Plans (SILP)
- Transitional housing placement and support (THP-Plus)
Family Finding Services

SOCIAL SERVICES:

Family and Children's Services Emergency Response, Information & Referral, Child Welfare Services: Adoptions and Guardianship, Foster Care

- Children's Mental Health Services - Assessment, Triage and Medication management, Outpatient, Inpatient, Therapeutic Behavioral Services
- Resource Family Approval, Recruitment and Approval
- Substance Abuse Prevention and Treatment Services
- Dependency Drug Court

- Perinatal Substance Abuse Programs
- CHOP Health Education Passports
- Wraparound Services
- Supervised Visitation and Transportation
- Independent Living Program (ILP)
- Extended Foster Care (AB12)
- Transitional Housing Placement and Support Programs (THP-Plus)
- Promoting Safe and Stable Families (PSSF)
- Children's Trust Fund
- Kinship Support Services
- Housing Assistance (Housing Support Program, Bringing Families Home)
- Family Stabilization

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER:

- 2417 Plumas/Sierra Crisis Line & Emergency Services
- Crisis Services /Family Resource Center Services
- Ohana House Emergency & Transitional Shelter
- Plumas SAFE-Sexual Assault Freedom & Education (SART response, counseling, advocacy)
- Plumas Court Appointed Special Advocate Program (CASA)
- Plumas County Warm Hand-Off Program for transitioning offenders
- CalWORKs Housing Program
- Pathways Home (a housing-first model for transitioning offenders)
- Emergency Utility Assistance Program
- Grief Recovery Method Counseling (?-week series)
- Mac Homeless & Housing Programs
- Assistance with Medi-Cal/CalFresh/Benefits applications
- Ohana House Food Pantry
- Intensive Case Management/ Peer Counseling

Scope of /Interagency Policy Development. Coordination and Monitoring of Programs

COUNTY OFFICE OF EDUCATION:

- Juvenile Court Schools and County Community Schools
- COE Prevention Services
- COE/CalWORKs Children's Services
- District School Based - School Linked Services

PROBATION:

- Juvenile Ward Health Care Services to Juvenile Detention Facility and other programs
- Out-of- Home Delinquency Placement Function

HEALTH AND HUMAN SERVICES:

- Community Health Substance Abuse Prevention Programs
- Multi-Disciplinary Interview Center (MDIC) (District Attorney)
- Mental Health Services Act

COURT PROGRAMS

- Juvenile Court Programs
Court Improvements
Mediation Programs

OTHERS:

Court Appointed Child Advocates
Child Abuse Prevention Councils

ILT Team Other Connections: Providing Guidance, Advice and Input Only

- Various School Based School Linked Service Programs
- School Resource Officers
- Family Resource Centers
- Family Law Mediation and STEP Programs
- Child Abuse Prevention Council Stakeholders Process
- First Five Commission/Projects
- Youth Commission



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to sign the Homeless Housing, Assistance and Prevention Program Round 6 (HHAP-6) Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and Training, Education, and Community Help, Inc. ("Teach, Inc."), as the Administrative Entity for the NorCal Continuum of Care; effective on August 19, 2025, for Plumas County; no General Fund impact; HHAP 6 Grant Funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign the HHAP-6 Joint Application and Regional Coordination MOU.

Background and Discussion:

The State of California Housing and Community Development ("HCD") issued the Homeless Housing, Assistance and Prevention Round 6 ("HHAP-6") Notice of Funding Availability ("NOFA") dated February 2025 as authorized by Assembly Bill 166 which was signed into law by Governor Gavin Newsom on July 2, 2024. Through this NOFA, block grants have been made available to all California Counties and all California Continuums of Care (hereinafter referred to collectively as "jurisdictions") for the purpose of addressing homelessness within their geographic coverage areas.

Geographic coverage areas or regions, defined by HCD as a county and the Continuum of Care within it, are required to apply together for HHAP-6 and jointly complete a Regionally Coordinated Homelessness Action Plan ("Plan"). Each of the Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou (collectively as "Counties" individually as "County") and the NorCal Continuum of Care ("Continuum of Care" or "CoC") are the eligible applicants and are defined as sub-region.

Through the MOU, the Counties and the Continuum of Care agree:

1. To submit a joint application for HHAP-6 funds through the Plan.
2. To administer the Continuum of Care's allocation of HHAP-6 funds, and the County allocations of HHAP-6 funds for Modoc, Plumas and Sierra Counties through TEACH, Inc., the AE for the Continuum of Care.
3. That County allocations of HHAP-6 funds for Del Norte, Lassen, Shasta, and Siskiyou Counties will be individually administered by each of these counties as their own AE.

Through the MOU, the County of Plumas hereby agrees to:

1. Receive its county HHAP-6 allocation of \$152,906.08 and authorize the allocation to be administered by TEACH, Inc., as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Plan. The Plan is attached to the MOU as Exhibit "A."
3. Collaborate with the Cal Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership. Provide fiscal and programmatic reports regarding use and expenditure of Plumas

County's portion of the CoC's HHAP-6 allocation, as well as Plumas County's, county HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.

4. Provide fiscal and programmatic reports regarding use and expenditure of Plumas County's portion of the CoC's HHAP-6 allocation, as well as Plumas County's county HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.

5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

Plumas Crisis Intervention & Resource Center (PCIRC) is Plumas County's subrecipient for the HHAP-6 funding, with the objective to spend the funds on 'operating expenses for interim housing' for the NorthStar Navigation Center (\$140,673.59), additionally a 7% administration fee (\$10,703.43) would be paid to TEACH, Inc., and there is a 1% allocation to HMIS (\$1,529.06) or the Homeless Management Information System, for data collection.

Action:

Approve and authorize Chair to sign the HHAP-6 Joint Application and Regional Coordination MOU.

Fiscal Impact:

No General Fund impact; HHAP-6 grant funding.

Attachments:

1. HHAP-6_MOU_NorCal CoC_BOS 8.19.25 Meeting

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM, ROUND 6 JOINT APPLICATION AND REGIONAL COORDINATION MEMORANDUM OF UNDERSTANDING

Between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and Training, Education, and Community Help, Inc. ("TEACH, Inc.") (as the Administrative Entity for the NorCal Continuum of Care)

A. BACKGROUND

The State of California Housing and Community Development ("HCD") issued the Homeless Housing, Assistance and Prevention Round 6 ("HHAP-6") Notice of Funding Availability ("NOFA") dated February 2025 as authorized by Assembly Bill 166 which was signed into law by Governor Gavin Newsom on July 2, 2024. Through this NOFA, block grants have been made available to all California Counties and all California Continuums of Care (hereinafter referred to collectively as "jurisdictions") for the purpose of addressing homelessness within their geographic coverage areas.

B. PURPOSE OF THE AGREEMENT

Geographic coverage areas or regions, defined by HCD as a county and the Continuum of Care within it, are required to apply together for HHAP-6 and jointly complete a Regionally Coordinated Homelessness Action Plan ("Plan"). Each of the Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou (collectively as "Counties" individually as "County") and the NorCal Continuum of Care ("Continuum of Care" or "CoC") are the eligible applicants and are defined as sub-region. Each eligible applicant may receive their allocation directly from HCD and serve as their own Administrative Entity ("AE") to receive and expend funding for the jurisdiction, or they may designate an eligible applicant in their region to serve as their AE. This indicates to HCD which eligible applicant will enter into a contract with the State to receive and administrate allocations.

Through this agreement, the Counties and the Continuum of Care agree:

1. To submit a joint application for HHAP-6 funds through the Plan.
2. To administer the Continuum of Care's allocation of HHAP-6 funds, and the County allocations of HHAP-6 funds for Modoc, Plumas and Sierra Counties through TEACH, Inc., the AE for the Continuum of Care.
3. That County allocations of HHAP-6 funds for Del Norte, Lassen, Shasta, and Siskiyou Counties will be individually administered by each of these counties as their own AE.

This agreement sets forth roles and responsibilities of the Counties, the Continuum of Care, and TEACH, Inc. as the AE for the submission of the Plan, local administration of funds, oversight of fiscal and programmatic aspects of use of HHAP-6 funds and local collaboration on the implementation of the Plan.

C. DECLARATIONS

1. The Counties and the Continuum of Care have a shared interest in addressing and remediating homelessness within the seven-county geographic area served by the Continuum of Care.
2. The Counties and the Continuum of Care have a longstanding history of collaborating on development and implementation of plans and strategies for addressing homelessness.
3. The Continuum of Care serves as the regional collaborative entity that makes funding determinations for many homeless assistance programs and supports the homeless service system of care in the seven-county region.
4. The intent of HHAP-6 funding is to support local jurisdictions in their unified response to reduce and address homelessness.
5. Counties and the Continuum of Care are each eligible to apply for allocations of HHAP-6 funding collectively.
6. The Counties and the Continuum of Care are required to submit a joint application for HHAP-6 funds.
7. The Plan has been developed collaboratively by the Counties and the Continuum of Care.
8. The Continuum of Care has designated TEACH, Inc. to serve as the AE for HHAP-6 funds received by the Continuum of Care.
9. The Counties of Plumas and Sierra have designated TEACH, Inc. to serve as the AE for their respective County allocations of HHAP-6 funds.
10. The Counties of Del Norte, Lassen, Shasta, Modoc and Siskiyou have chosen to serve as the individual AEs for their respective County allocations of HHAP-6 funds.

D. STATUTORY REQUIREMENTS

The Plan shall be reflected in a Memorandum of Understanding ("MOU") committing each signatory to participation in, and to comply with, the Plan. This MOU is intended to fulfill these statutory requirements.

E. HCD MOU GUIDANCE

This MOU commits each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant in the region as described in the HHAP-6 Regionally Coordinated Homelessness Action Plan and summarized below.

1. Commitments to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the seven-county region. See Section 3.a in the HHAP-6 Plan.
2. Commitments to Key Actions each eligible applicant will take to improve the system performance measures and address equity. See Section 3.b in the HHAP-6 Plan.
3. Commitments to Key Actions each eligible applicant will take to reduce the number of people experiencing unsheltered homelessness, to increase the number of people exiting homelessness into Permanent Housing, and to reduce first time instances of homeless among those exiting institutional settings, including but not limited to jails, prisons and hospitals. See Section 3.b in the HHAP-6 Plan.
4. Commitments to actions each eligible applicant will take to address encampments in accordance with the California Interagency Council on Homelessness Guidance on Addressing Encampments. See Section 3.a.5 in the HHAP-6 Plan.
5. Commitments to remain in compliance or come into compliance with Housing Element law, including having an HCD-certified Housing Element, carrying out Housing Element programs in a timely manner, and filing timely Housing Element Annual Progress Reports, including an inventory of Surplus Land required by Government Code Section 54230. See Section 3.a.6 through 3.a.11 in the HHAP-6 Plan.

F. ROLES AND RESPONSIBILITIES

(a) The County of Del Norte hereby agrees to:

1. Directly administer its county HHAP-6 allocation of \$791,916.56 with the HCD, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 . The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership
4. Provide fiscal and programmatic reports regarding use and expenditure of Del Norte County's portion of the CoC's HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(b) The County of Lassen hereby agrees to:

1. Directly administer its county HHAP-6 allocation of \$152,906.08 with the HCD, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Lassen County's portion of the CoC's HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(c) The County of Shasta hereby agrees to:

1. Directly administer its county HHAP-6 allocation of \$1,155,924.32 with the HCD, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Plan. The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Shasta County's portion of the CoC's HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(d) The County of Siskiyou hereby agrees to:

1. Directly administer its county HHAP-6 allocation of \$578,532.71 with the HCD, including all reporting and grant administration.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Plan. The Plan is attached to this MOU as Exhibit A.

3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Siskiyou County's portion of the CoC's HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(e) The County of Modoc hereby agrees to:

1. Receive its HHAP-6 allocation of \$30,809.43 and authorize the allocation to be administered by TEACH, Inc., as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Plan. The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Cal Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Modoc County's portion of the CoC's HHAP-6 allocation as well as Modoc County's county HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(f) The County of Plumas hereby agrees to:

1. Receive its county HHAP-6 allocation of \$152,906.08 and authorize the allocation to be administered by TEACH, Inc., as the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Plan. The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Cal Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.

4. Provide fiscal and programmatic reports regarding use and expenditure of Plumas County's portion of the CoC's HHAP-6 allocation, as well as Plumas County's county HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(g) The County of Sierra hereby agrees to:

1. Receive its county HHAP-6 allocation of \$13,693.09 and authorize the allocation to be administered by the AE for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Plan. The Plan is attached to this MOU as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide fiscal and programmatic reports regarding use and expenditure of Sierra County's portion of the CoC's HHAP-6 allocation, as well as Sierra County's county HHAP-6 allocation to the AE on a schedule to be determined by the Continuum of Care.
5. Review fiscal and programmatic reports prepared by the AE for submission to the State of California for the HHAP-6 program.

(h) The Continuum of Care hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this MOU as Exhibit A.
2. Publish and maintain the proposed, approved, and amended versions of the Plan on its internet website.
3. Collaborate with the Counties and local stakeholders on planning and implementation of efforts to address homelessness within the seven-county region through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Board, and the Continuum of Care General Membership.
4. Provide ongoing oversight of fiscal and programmatic management of HHAP-6 funds administered through TEACH, Inc., as the AE.

(i) TEACH, Inc. hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this MOU as Exhibit A.
2. Coordinate activities necessary to applying for and receiving HHAP-6 funds, including coordinating and submitting the Plan.
3. Accept disbursement of and administer the CoC's HHAP-6 allocation totaling \$2,929,764.17.
4. Accept disbursement of and administer the county HHAP-6 allocations for Modoc, Plumas and Sierra Counties totaling \$197,408.60.
5. Verify and retain documentation of HHAP-6 uses and expenditures as required by the State of California and the HHAP-6 program.
6. Respond appropriately to any program-specific audit or monitoring requests from the HHAP-6 program, the Counties or any other relevant authority.
7. Generate and submit all fiscal and programmatic reports required by the HHAP-6 program.
8. This agreement shall commence upon the date signed and shall terminate on October 1, 2029 or until all obligations to the HHAP-6 program have been fulfilled.

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the NorCal Continuum of Care:
Cathy Rahmeyer, CoC Executive Board Chair

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Del Norte:

Dean Wilson, Chair, County of Del Norte Board of Supervisors

Date

Approved as to form:

Jacqueline Roberts, County Counsel

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Lassen:

Maurice Anderson, County Administrative Officer

Date

Approved as to form:

Amanda Uhrhammer, County Counsel

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Modoc:

Shane Starr
Chair of the Board

Date

Margaret Long
County Counsel

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Plumas:

Kevin Goss, Chair of the Board of Supervisors

Date

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For The County of Shasta:

Christy Coleman
Health and Human Services Director

Date

Approved as to form:
JOSEPH F. LAMOUR
County Counsel

Date

RISK MANAGEMENT APPROVAL

Dolyene Lane

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Sierra:

Paul Roen, Chair

Sierra County Board of Supervisors

Date

Approved as to form:

Rhetta Vander Ploeg, County Counsel

Date

Attest:

Heather Foster

Heather Foster, Clerk of the Board

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Siskiyou:

Date:

Michael NJ Kobseff, CHAIR

Board of Supervisors

County of Siskiyou

State of California

ATTEST:

LAURA BYNUM

Clerk, Board of Supervisors

By: Deputy

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For TEACH, Inc.:

Danny Koestsier, Chairperson of the Board of Directors

Sean Curtis, Board Secretary

Date:



California Department of Housing and Community Development

HHAP Round 6 Regional Application Template

Purpose of this Template

The Department of Housing and Community Development (HCD) is providing this Homeless Housing, Assistance and Prevention Program (HHAP) Regional Application Template (template) as a tool to help HHAP Round 6 (HHAP 6) regional applicants prepare responses for subsequent submission through the official online application portal. The template closely mirrors the online application portal and is intended to support the development of the regional application for approval by HCD as required in AB 166 (Health & Safety Code § 50239 and 50242, et seq.).

The template will not be collected by HCD, nor will HCD review any template in lieu of an official regional application submission. Applicants are responsible for inputting the required information into the [online application portal](#) and submitting the official regional application in the portal no later than 5:00 p.m. on Friday, August 29, 2025.

The regional application consists of the following Sections:

- Section 1. Regional Identification and Contracting Information
- Section 2. Documentation and Certification of Stakeholder Engagement
- Section 3. Regionally Coordinated Homelessness Action Plan
 - 3.a. Regional Partners' Roles and Responsibilities
 - 3.b. System Performance Measures Improvement Plan
- Section 4. HHAP 6 Funding Plan
 - 4.a. Proposed Funding Activities
 - 4.b. Sustainability of the Region's Interim Housing Portfolio
 - 4.c. Sustainability of the Region's Permanent Housing Portfolio (If applicable)
 - 4.d. Documentation of Youth Set Aside Requirement
- Section 5. Regional Memorandum of Understanding MOU and Application Certification

Green tables describe the steps required to complete each section and provide guidance on how to use the template and/or minimum requirements.

Blue tables capture the application data and mirror the data fields in the online application portal.

HHAP 6 Regional Application Template

Section 1. Region Identification and Contracting Information

Steps to complete this section

1. Select the Continuum of Care (CoC) Region. The definition of “Region” is the geographic area served by a county, including all cities and the CoC or CoCs within it (HSC 50230(v)).
2. Indicate which Eligible Applicants are applying together as a region for HHAP 6 (i.e., which Eligible Applicants will administer the Regionally Coordinated Homelessness Action Plan and be signatory to the Memorandum of Understanding). Eligible Applicants for HHAP 6 are all counties, all Continuums of Care, and Large Cities.
3. For each participating Eligible Applicant, indicate whether and how the Eligible Applicant intends to contract with HCD (i.e., indicate whether the Eligible Applicant will act as their own Administrative Entity, or designate one of the other regional partners to administer their allocation and act as the Administrative Entity on their behalf).

Guidance for this section

Regional Application Participation

Continuums of Care (CoCs)

- A CoC that serves a single county **must** apply as part of the regional application with the county and any overlapping Large Cities. In this case, the CoC should select: *“Is participating in this regional application as an Eligible Applicant.”*
- A CoC that serves multiple counties **must either**: apply as part of a single regional application with multiple counties and any overlapping Large Cities **or** participate in the regional application of each overlapping county and the Large Cities therein. When the CoC is participating in multiple regional applications, the CoC should select: *“Is participating in this regional application as an Eligible Applicant”* for the regional application that will include the CoC’s HHAP 6 funding plan, and should select: *“Is participating in this regional application as a collaborator”* for all other regional applications they are participating in. This will help to ensure the CoC’s funding plan is only collected on a single regional application.

Large Cities (“City” or “Cities”)

Large Cities must apply as part of the regional application with the applicable county and CoC.

Counties

- In a CoC that serves a single County, the County **must** apply as part of a regional application with the CoC and any overlapping Large Cities.
- In a multi-county CoC, counties are **strongly encouraged** to apply in collaboration with other counties that are served by the same CoC. **At a minimum**, each County must apply with the overlapping CoC.

LA Region

All CoCs within the County of Los Angeles shall be considered part of a single region, along with the County and Large Cities within the county and therefore **must** apply together. (HSC § 50230(v)(2).)

Contracting

Each Eligible Applicant has the discretion to administer their base allocation directly or may designate an Eligible Applicant in their region to serve as their Administrative Entity. The selections made in this section will indicate which Eligible Applicant will enter into contract with HCD to administer each Eligible Applicant’s HHAP 6 allocation. For reference, [HHAP 6 allocations](#) are available on HCD’s HHAP website.

The Administrative Entity is responsible for meeting the terms and conditions of the contract, which include, but is not limited to, contracting (when necessary) with sub-recipients, and fulfilling all monthly, annual, final, and Homeless Management Information System (HMIS) reporting requirements.

- **If you plan to contract with HCD to receive and administer only your (individual) HHAP 6 allocation**, select: *"Will enter into contract with HCD to receive and administer their HHAP 6 allocation"* under the contracting selection.
- **If you do not plan to contract with HCD and instead plan to identify another participating Eligible Applicant in the region to enter into contract with HCD to receive and administer your HHAP 6 allocation**, select: *"Identify another participating Eligible Applicant in their region to enter into contract with HCD to receive and administer their HHAP 6 allocation"* under the contracting selection. Once selected, you will be prompted to designate the Administrative Entity from a list of other Eligible Applicants in the region.
- **If you plan to contract with HCD to receive and administer multiple HHAP 6 allocations within your region**, select: *"Will enter into contract with HCD to receive and administer their HHAP 6 allocation and allocation(s) from other Eligible Applicants in the region"* under the contracting selection.

Please select the Continuum of Care Region

Continuum of Care Region
Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC
Guidance
The table below is formatted as "repeating content".
To add an Eligible Applicant, click anywhere in the table to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template must be open in the Microsoft Word application.
Eligible Applicant
Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Will enter into contract with the state to receive and administer their HHAP 6 allocation and allocation(s) from other Eligible Applicants in the region
Designated Administrative Entity (if applicable)
Contact Title
CoC Coordinator
Contact Name
Kristen Schreder

Contact Email
kristen@kristenschreder.com
Contact Phone
530-945-3126
Eligible Applicant
<i>Del Norte County</i>
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Will enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Contact Title
Housing Programs Manager
Contact Name
Michael Coats
Contact Email
Michael.coats@co.del-norte.ca.us
Contact Phone
707-464-7224
Eligible Applicant
<i>Siskiyou County</i>
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Will enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Contact Title
Project Coordinator, Housing Programs
Contact Name
Maddelyn Bryan
Contact Email
mcbryan@co.siskiyou.ca.us
Contact Phone

530-841-2748
Eligible Applicant
Modoc County
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Identify another participating Eligible Applicant in their region to enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC
Contact Title
CoC Coordinator
Contact Name
Kristen Schreder
Contact Email
kristen@kristenschreder.com
Contact Phone
530-945-3126
Eligible Applicant
Lassen County
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Will enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Contact Title
Housing Program Manager
Contact Name
Grace Poor
Contact Email
gpoor@co.lassen.ca.us
Contact Phone
530-251-8336
Eligible Applicant
Plumas County

Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Identify another participating Eligible Applicant in their region to enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC
Contact Title
CoC Coordinator
Contact Name
Kristen Schreder
Contact Email
kristen@kristenschreder.com
Contact Phone
530-945-3126
Eligible Applicant
Sierra County
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status
Identify another participating Eligible Applicant in their region to enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC
Contact Title
CoC Coordinator
Contact Name
Kristen Schreder
Contact Email
kristen@kristenschreder.com
Contact Phone
530-945-3126
Eligible Applicant
Shasta County
Participation Status
Is participating in this application as an Eligible Applicant.
Contracting Status

Will enter into contract with the state to receive and administer their HHAP 6 allocation
Designated Administrative Entity (if applicable)
Contact Title
Program Manager, Health and Human Services
Contact Name
Sarah Prieto
Contact Email
sprieto@shastacounty.gov
Contact Phone
530-245-7856

Section 2. Documentation and Certification of Stakeholder Engagement

Steps to complete this section
<ol style="list-style-type: none"> 1. Provide the dates for which at least three public meetings were held to support the development of the Regionally Coordinated Homelessness Action Plan (Plan). 2. Describe how each stakeholder group from the list provided was invited and encouraged to engage in the Plan. 3. Describe the specific input from the public meetings that was incorporated into the Plan. 4. Certify that all participating Eligible Applicants met the process requirements for developing the Plan.

Meeting Dates

Guidance
<p>No less than three (3) public meetings must be held for <u>each</u> Regionally Coordinated Homelessness Action Plan. Applicants should retain documentation of the meetings in alignment with HCD's records retention requirement outlined in the HHAP 6 NOFA and should upload relevant documentation to support certification of Section 2 of the regional application.</p> <p>To add additional meetings, click into the last row of the table, then press "tab" on your keyboard.</p>
Meeting Dates
6/10/2025
6/11/2025
6/16/2025

Stakeholder Engagement

Guidance
<p>A description is required for <u>each</u> stakeholder group engaged in development of the Regionally Coordinated Homelessness Action Plan. In addition to providing the information required below, applicants should retain documentation of the meetings in alignment with HCD's</p>

records retention requirement outlined in the [HHAP 6 NOFA](#) and should upload relevant documentation to support certification of Section 2 of the regional application. Documentation of stakeholder engagement may include copies of meeting invites and invitee lists, drafts provided for feedback, etc.

Stakeholders	Description of how stakeholders were invited and encouraged to engage in the public stakeholder process	Describe the specific input from stakeholders that was incorporated into the Plan
People with lived experience of homelessness, including but not limited to survivors of domestic violence	Each County in the CoC includes persons with lived experience on their Advisory Boards and they were directly invited to participate.	People need financial counseling, services need to be trauma-informed, need more street outreach
Youth with lived experience of homelessness	Each County in the CoC includes youth homelessness providers on their Advisory Boards and they were directly invited to participate and to invite youth with lived experience to the meetings.	Youth need mentors/life skills and gender-neutral facilities, financial counseling
Local department leaders and staff from qualifying smaller jurisdictions, including child welfare, public welfare, health care, behavioral health, justice, and education system leaders	Each County in the CoC includes these service/agency representatives on their Advisory Boards and they were directly invited to participate.	Need to sustain what we've put in place recently: emergency shelters (both non-congregate and congregate), Housing Navigation Centers, support services at permanent housing sites We need to direct resources to homelessness prevention; rapid rehousing is a very popular and needed program Continue to work on building permanent supportive housing
Homeless services and housing providers, including developers of permanent affordable housing operating within the region.	Each County in the CoC includes these providers and developers on their Advisory Boards and they were directly invited to participate.	Need to sustain what we've put in place recently: emergency shelters (both non-congregate and congregate), Housing Navigation Centers, support services/case management at permanent housing sites Need more training on entering data in HMIS/CES and structured policies
Each Medi-Cal Managed Care Plan contracted with the State Department of	Each County in the CoC includes their Managed Medi-Cal Provider on their Advisory Boards and they were directly invited to participate.	The Managed Medi-Cal providers did not participate in the public meetings

Health Care Services in the region		
Federally recognized tribal governments pursuant to Section 4103 of Title 25 of the United States Code that are within the region.	Those counties with federally-recognized tribal governments reached out to them directly to invite them to participate, and those without federally-recognized tribes invited other tribal entities in their region to participate.	Develop programs that also serve the tribal community and partnerships between tribal entities and counties on projects
Street medicine providers, victim service providers, and other service providers directly assisting people experiencing homelessness or at risk of homelessness	Each County in the CoC includes these providers on their Advisory Boards and they were directly invited to participate.	Continue to need funding for street outreach; need to recognize it can take time for people who are traumatized and using drugs to fully trust a service provider

Describe any other input from public meetings not captured above that was incorporated into the Plan.

By checking this box, I certify that all participating Eligible Applicants met the public meeting process requirements in statute (HSC Section 50240(d) and (e)) and in the [HHAP 6 NOFA](#) in developing the Regionally Coordinated Homelessness Action Plan, documented in Section 2 of this regional application.

☒ **I certify under penalty of perjury that all of the information in Section 2, above, is true and accurate to the best of my knowledge.**

Optional Upload: Stakeholder Engagement

Guidance

Upload supporting documentation to support the region's certification of Section 2 of this regional application, which may include meeting invites and invitee list.

Section 3. Regionally Coordinated Homelessness Action Plan

Guidance

Applicants must submit a Regionally Coordinated Homelessness Action Plan (Plan) that fully complies with HSC section 50240(c). This Plan shall lay out a strategic approach to address homelessness within the region, emphasizing collaborative efforts among participating applicants.

In developing the HHAP 6 Regionally Coordinated Homelessness Action Plans, regions should build upon their approved HHAP 5 Regionally Coordinated Homelessness Action Plans. This means regions should leverage and update information from their approved HHAP 5 Regionally Coordinated Homelessness Action Plan in corresponding sections of the proposed HHAP 6 Regionally Coordinated Homelessness Action Plan.

3.a. Regional Partners' Roles and Responsibilities

3.a.1. Outreach and Site Coordination

Guidance

Each Eligible Applicant in the region must describe how they currently, or will begin to, coordinate comprehensive outreach to individuals experiencing, and at risk of experiencing, homelessness in the region, and coordinate on siting of services, shelters, and interim and permanent housing in the region.

Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Eligible Applicant	Describe roles and responsibilities in outreach to individuals experiencing, or at risk of experiencing, homelessness in the region, and in coordination on citing of services, shelters, and interim and permanent housing in the region
Siskiyou County	Siskiyou County Health and Human Services Agency (HHSA) takes a lead role in conducting outreach to individuals experiencing and at risk of homelessness in collaboration with other NorCal CoC members/participants. The Agency also partners with NorCal CoC entities, clients, and individuals with lived experience of homelessness to coordinate the location, scope, and model of housing and supportive services. HHSA has a Homeless Outreach Specialist who supports unsheltered individuals to navigate and connect with resources and any available housing interventions such as shelter, RRH, or PSH. The County also contracts with the Yreka Police Department for a Homeless Liaison Officer who promotes resource connections to prevent unnecessary criminalization of homelessness. With multiple office locations throughout the county, the Siskiyou Community Resource Collaborative is instrumental in connecting unhoused populations to mainstream benefits and resources, particularly in the most rural, outlying areas. For the provision of housing interventions, HHSA provides some direct shelter, RRH, and prevention. HHSA partners with developers and local cities in creating and operating PSH units. Depending on the project, HHSA provides supportive services and may contribute capital funding. The Agency also contracts with a nonprofit, Northern Valley Catholic Social Services (NVCSS), to operate two year-round shelters, a non-congregate tiny-home village and a low-barrier congregate shelter. In the future, both the County and NVCSS intend to pursue funding to sustain the shelters. Other partners and homeless service providers include

	<p>Youth Empowerment Siskiyou, who is the main housing services provider for transitional youth, and the Karuk Tribe Housing Authority that provides low-income housing. While developing the framework for projects, these partners seek input from the NorCal CoC members via a collaborative, public process. They also conduct focus groups, meetings, and surveys with individuals currently or recently living in encampments.</p>
Shasta County	<p>Outreach is currently carried out by Nation's Finest (veterans), FaithWorks Community Coalition, The Good News Rescue Mission, and Hill County Community Clinic. While each organization has its own specific outreach program, in general, their outreach efforts include visits to homeless shelters, transitional housing programs, encampments and other public spaces. These efforts are staffed by both staff and volunteers. Services offered include case management, resource connections and survival services. HMIS and CES are used on a weekly basis to ensure regional collaboration and service utilization in these outreach efforts. In addition, Shasta County HHS will invest in and expand outreach and coordination services for individuals experiencing unsheltered homelessness and/or at risk of homelessness, connecting them to emergency shelter, housing, and/or other supportive services with a primary focus on permanent housing and veterans. Additionally, the County will continue to coordinate discussions around best practices to strengthen collaboration among the County, City, and community entities, including FQHCs, social services and nonprofits.</p> <p>The County will collaborate with the Housing Authority to boost opportunities to increase the stock of affordable housing opportunities for persons leaving homelessness.</p>
Lassen County	<p>In our region, outreach to individuals experiencing or at risk of experiencing homelessness is a collaborative, multi-agency effort led by a dedicated outreach team. This team currently conducts monthly street outreach in Susanville, and we are expanding outreach efforts to an additional outlying area each month to increase regional coverage and access to services.</p> <p>Our outreach team includes a Housing Case Manager, Public Health Nurse, Community Services Officer, and a Behavioral Health Case Worker. Each team member plays a distinct role in addressing the multifaceted needs of the individuals we serve:</p> <p>The Housing Case Manager provides housing assessments, conducts intakes for the Coordinated Entry System (CES), and offers housing navigation services to support individuals through the housing process.</p> <p>The Public Health Nurse addresses immediate health needs, provides referrals to medical services, and supports individuals with chronic conditions or urgent health concerns.</p>

	<p>The Community Services Officer supports safety, facilitates engagement with individuals who may be hesitant to interact with social services, and ensures coordination with local law enforcement in a trauma-informed and supportive manner.</p> <p>The Behavioral Health Case Worker offers on-site mental health support, conducts informal assessments, and links individuals to ongoing behavioral health services.</p> <p>During outreach, the team distributes emergency supplies, including hygiene kits, food, and weather-appropriate gear. We also provide information on community resources, assist with connection to emergency shelter, and facilitate entry into the Coordinated Entry System to support access to transitional and permanent housing opportunities.</p> <p>In terms of coordination of services, shelters, and housing, our team collaborates with local service providers to ensure that the placement of services and housing aligns with identified community needs, geographic gaps, and accessibility. Outreach data is used to inform decision-making and advocate for service expansion into underserved areas.</p> <p>Our goal is to build trust, reduce barriers, and ensure that individuals experiencing homelessness across the region are connected to the services and supports they need to achieve stability.</p>
Modoc County	<p>Outreach services for the entire County are coordinated by the Training, Employment and Community Help, Inc. (T.E.A.C.H., Inc.) Housing Department. Staff conduct outreach throughout the county, on a quarterly basis. Effective July 1 2025, TEACH will be administering all housing funds allocated to Modoc County.</p>
Del Norte County	<p>In our region, outreach to individuals experiencing, or at risk of experiencing, homelessness is a coordinated effort between multiple partners, with key roles and responsibilities shared across agencies to ensure effective engagement and service delivery.</p> <p>We work closely with Del Norte Mission Possible, a local nonprofit organization, which plays a central role in outreach efforts. Del Norte Mission Possible conducts two outreach events each week, on Tuesdays and Thursdays, providing direct, in-person engagement with individuals experiencing homelessness. During these outreach events, their team conducts HMIS intakes, connects individuals to essential resources, and gathers updated information on the needs and status of our unhoused community members.</p> <p>In addition to field outreach, we ensure coordinated efforts around service provision and housing placement through our weekly Coordinated Entry meetings, led by United Way, our</p>

	<p>region's HMIS lead agency. These meetings provide a structured space to discuss individuals identified during outreach who are in need of services, shelter, or housing. Through this process, service providers collaborate to align resources, prioritize housing placements, and coordinate the siting of services, shelters, and interim or permanent housing opportunities in the region.</p> <p>This coordinated approach ensures that outreach is not only responsive but also directly connected to the broader regional strategy for addressing homelessness, promoting efficient resource use, and supporting long-term housing stability for individuals and families in need.</p>
Plumas County	<p>PCIRC is a non-profit organization incorporated in 1983 and serves as the point of coordinated entry for Plumas County – all individuals experiencing or at-risk of homelessness in the region are referred to our office by multiple community partners, family members and friends or often self-referred. PCIRC operates two homeless day shelter sites in the county offering showers, laundry and food pantry supplies. The agency maintains close partnerships with many agencies and delivers as array of programming directed toward transitioning offenders and parolees, families working with social services and child welfare, Veterans, current and former foster youth, senior citizens, and disabled community members. PCIRC opened the area's first Navigation Center in November 2024 serving both rural Plumas and Sierra Counties.</p>
Sierra County	<p>PCIRC is a non-profit organization incorporated in 1983 and serves as the point of coordinated entry for Plumas County – all individuals experiencing or at-risk of homelessness in the region are referred to our office by multiple community partners, family members and friends or often self-referred. PCIRC operates two homeless day shelter sites in the county offering showers, laundry and food pantry supplies. The agency maintains close partnerships with many agencies and delivers as array of programming directed toward transitioning offenders and parolees, families working with social services and child welfare, Veterans, current and former foster youth, senior citizens, and disabled community members. PCIRC opened the area's first Navigation Center in November 2024 serving both rural Plumas and Sierra Counties.</p>
Choose an item.	

3.a.2. Siting and Use of Available Land

Guidance

Each Eligible Applicant in the region must describe how they will coordinate efforts to identify and promote use of available land for the production of interim or permanent housing.

Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Eligible Applicant	Describe how the Eligible Applicant will coordinate efforts to identify and promote use of available land for the production of interim or permanent housing in the region
Siskiyou County	<p>Siskiyou County sold surplus county property for the development of Siskiyou Crossroads, the first PSH project in the County. HHSA will continue to work with the County Administrative Office to identify other properties and means of promoting the use of land for housing. Likewise, HHSA takes every opportunity of encouraging and supporting local cities to make land available for that purpose. HHSA coordinated with the City of Yreka to utilize their property for the development of tiny-home style interim housing. The Agency supported their attempts to apply for Homekey, agreeing to fund and provide the supportive services. Although this project was not successful, HHSA will continue to support the city's ongoing effort to create new PSH. Similarly, HHSA provided gap construction financing to a new affordable housing/PSH development project sponsored by the City of Mount Shasta.</p>
Shasta County	<p>FaithWorks has historically developed and utilized various properties within the City of Redding to use for interim (transitional) and permanent supportive housing designed for homeless families and veterans. They currently own two vacant pieces of land; one is in predevelopment for a mixed use 14-unit PSH project designed to serve currently unsheltered individuals. The other will accommodate up to 4 units and is not currently under development.</p> <p>The Good News Rescue Mission actively collaborates with local developers, the City of Redding and other local partners to identify and promote the use of available land for the development of interim and permanent housing. An example of this collaboration is the successful development of a 17-unit microshelter community, which is now fully operational. FaithWorks also functions as an owner-developer utilizing an in-house construction team.</p> <p>Hill Country Community Clinic engages with city and county planning departments, housing authority and elected officials to stay informed about surplus land, underutilized public properties and zoning opportunities. They participate in the CoC, Homeless Youth Alliance and other housing and homelessness initiatives to assess land availability and advocate for the prioritization of sites suitable for affordable and supportive housing development.</p> <p>Shasta County Health and Human Services will continue to identify available land and support development opportunities</p>

	within the County jurisdiction as allowable by funding and to support local Community Development Departments in fulfilling their land use and development roles and responsibilities. Shasta County Health and Human Services will work to identify entities within the County's jurisdiction that are working on permanent housing projects to facilitate collaboration.
Lassen County	We will coordinate efforts to identify and promote the use of available land for the production of interim and permanent housing by collaborating closely with the County Planning Department and other relevant stakeholders. This partnership will focus on identifying underutilized or publicly owned parcels that may be suitable for development.
Modoc County	Our plan is to request a current inventory of vacant or underutilized land—including county-owned parcels—and data from the recently updated 2024–2029 Housing Element. We will review Chapters 4–5 and Appendices of the document for parcels suitable for interim or permanent housing. Identify discrepancies between identified parcels and those county-held or zoned for residential use. Modoc County participates in the NorCal Continuum of Care (CoC), which brings together counties and nonprofits to share land-use plans and opportunities. TEACH currently leads the interim housing efforts. We will convene a working group with TEACH, social services, and planning staff to align county parcels with interim housing initiatives and explore joint grant applications funding transitional sites and rapid rehousing. The group will also address infrastructure and permitting barriers. Our next step will be to assemble a grant team consisting of TEACH staff, planning and social service representation as well as representation from the CoC Advisory Committee.
Del Norte County	The Board of Supervisors created a technical advisory committee on housing and homelessness, which includes Community Development, Building Maintenance, County CAO, and local service providers/affordable housing developers. Community Development takes the lead on the implementation of the County's Housing Element programs, which includes identifying and promoting the use of available land for the production of affordable housing.
Plumas County	PCIRC routinely checks available land lists for possible interim and permanent housing options in the region. The agency is currently working with Sierra County to establish reserve funding to secure land/housing for a permanent supportive housing project. This will allow Sierra residents to get the immediate support they need through the Navigation Center, and upon completion, return to their home county of Sierra. PCIRC is also in the process of building Ohana Village, which will provide 26 tiny cabins for use in interim housing. This will provide a second step of transition from the Navigation Center

	program before achieving permanent housing.
Sierra County	PCIRC routinely checks available land lists for possible interim and permanent housing options in the region. The agency is currently working with Sierra County to establish reserve funding to secure land/housing for a permanent supportive housing project. This will allow Sierra residents to get the immediate support they need through the Navigation Center, and upon completion, return to their home county of Sierra. PCIRC is also in the process of building Ohana Village, which will provide 26 tiny cabins for use in interim housing. This will provide a second step of transition from the Navigation Center program before achieving permanent housing.
Choose an item.	

3.a.3. Development of Shelter, Interim and Permanent Housing Options

Guidance	
Each Eligible Applicant in the region must describe how they are engaging housing developers working in the region, including developers of permanent supportive housing, to coordinate the financing of interim and permanent housing.	
Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.	
Eligible Applicant	Describe your engagement with housing developers, including developers of permanent supportive housing, to coordinate the financing of interim and permanent housing
Siskiyou County	Siskiyou County partnered with a nonprofit developer to construct Siskiyou Crossroads, the first PSH project in the County. This No Place Like Home project created 24 new PSH units, 25 low-income units, and one manager's unit. HHSA conducted an RFQ for housing developers to promote the Agency's priority to partner with developers in the future. As mentioned above, HHSA has collaborated with local cities to provide both capital financing and supportive services for interim and permanent housing.
Shasta County	FaithWorks is an experienced developer and has worked in collaboration with the City of Redding to acquire and/or develop 4 locations that serve as either permanent or transitional housing. They have one project in development at this time in collaboration with K2, COR, US Offsite and NMR. Parkview Haven in Redding is scheduled for groundbreaking in late 2025/early 2026 with expected lease up in late 2026. They are also working as a service provider with RCHDC who is actively developing a 47-unit senior affordable housing complex Sunrise Cottages, scheduled for groundbreaking late 2025/early 2026. Eleven of these units are designated for unsheltered seniors. The Good News Rescue Mission is actively engaged in the

	<p>development of interim and permanent housing solutions, collaborating with local developers while also functioning as an owner-developer. They are actively exploring new sites and opportunities for both interim and permanent housing.</p> <p>Shasta County currently collaborates with several developers of affordable housing and permanent supportive housing, including K2 Properties, Shasta Community Health Center, Northern Valley Catholic Services, Shasta County Veterans Services, and the City of Redding.</p> <p>The County will continue to identify and foster working relationships with developers within the community. Shasta County will work to develop and maintain relationships with entities providing permanent supportive housing. Shasta County will continue to engage in service-level communications with stakeholders in the permanent housing realm, including Operation Zero Strategy meetings and Veterans' Homeless Collaboration Meetings.</p>
Lassen County	<p>Due to the rural nature of Lassen County, there are limited opportunities to engage with local housing developers, particularly those with experience in developing permanent supportive housing. The small population base, geographic isolation, and limited infrastructure can make traditional development less financially attractive to larger, urban-based developers.</p> <p>Despite these challenges, we are actively working to build relationships with regional and statewide developers who specialize in affordable and supportive housing. Our engagement strategies include:</p> <ul style="list-style-type: none"> • Participating in regional housing planning efforts and networks to identify and connect with developers who may be interested in rural opportunities. • Coordinating with state-level partners and technical assistance providers to better understand financing tools that can be used to support rural housing development. • Exploring alternative development models, such as modular housing, tiny home communities, and adaptive reuse of existing buildings, which may be more feasible and appealing to developers in a rural setting. <p>While the current landscape presents barriers, we are committed to expanding our developer engagement efforts and advocating for rural-specific solutions that will help bring interim and permanent supportive housing to Lassen County.</p>
Modoc County	<p>Modoc County does not currently have any housing developers.</p>
Del Norte County	<p>Del Norte County Housing Program works closely with our Housing Authority Department Director, who plays a key role in keeping us informed about new housing developments in the</p>

	<p>region, including those focused on interim housing, affordable housing, and Permanent Supportive Housing (PSH). Through ongoing communication with the Housing Authority, we stay up to date on:</p> <ul style="list-style-type: none"> • New development projects coming to Del Norte County, • The affordability levels of all units being proposed, and • The eligibility criteria for each project, including those specifically designed for individuals experiencing or at risk of homelessness. <p>This information allows us to effectively plan and coordinate with housing developers by identifying potential funding sources and aligning available resources, such as HHAP, PLHA, or other state and federal funding streams, to support project financing.</p>
Plumas County	<p>PCIRC has long worked with the Plumas County Planning Department and is a member of the Plumas Housing Council. Presently, the agency does not have any PSH funds, but does participate in extensive housing navigation to secure individuals and families permanent housing through scattered sites.</p>
Sierra County	<p>PCIRC has long worked with the Plumas County Planning Department and is a member of the Plumas Housing Council. Presently, the agency does not have any PSH funds, but does participate in extensive housing navigation to secure individuals and families permanent housing through scattered sites.</p>
Choose an item.	

3.a.4. Coordination of and Connection to Service Delivery

Guidance	
<p>Each Eligible Applicant in the region must describe how they are coordinating, connecting, and delivering services - including Mental Health Services Act or Behavioral Health Services Act within the region - to individuals experiencing homelessness, or at risk of experiencing homelessness.</p> <p>Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.</p>	
Eligible Applicant	Describe how the Eligible Applicant is coordinating, connecting, and delivering services - including Mental Health Services Act or Behavioral Health Services Act within the region - to individuals experiencing homelessness, or at risk of experiencing homelessness.
Siskiyou County	<p>The Behavioral Health Division of HHSA has a Homeless Outreach Specialist who supports unsheltered individuals to navigate and connect with resources such as MHSA. The mobile crisis team at Behavioral Health also assists in this capacity, promoting awareness of resources and referring</p>

	<p>individuals as appropriate. The Agency also contracts with NVCSS to operate Six Stones Wellness Center, a member directed wellness program that fosters wellness recovery and resiliency to those living with mental illness. For many years, Six Stones has engaged the unhoused population and tailored services to their needs in addition to connecting them with Behavioral Health. Six Stones is one of the county's many MHSA funded services.</p>
Shasta County	<p>The Good News Rescue Mission is one of the largest providers of homeless services in Shasta County. Those services include emergency and day shelter, hygiene services, three meals a day, case management, EC, Community Supports, recovery, sober living homes, micro shelters and an academic/job readiness program.</p> <p>Hill Country Community Clinic offers programs focused on wellness, recovery and the reduction of stigma. They provide ECM, Community Supports, outpatient mental health services, prevention and early intervention programs.</p> <p>Shasta County assists individuals experiencing homelessness and/or at risk of homelessness by connecting them to an internal housing program that provides intensive case management services with a housing-first "whole person" approach to care. Several programs are offered within the County, including CalAIM Community Supports and Enhanced Care Management, Behavioral Health Bridged Housing, the Housing Support Program, the Housing and Disability Advocacy Program, all rounds of HHAP, and Home Safe. If needed, services and referrals may include mental health and substance use support, community health advocacy, financial services, and other support. Community partners in these efforts include FaithWorks, the Good News Rescue Mission and Hill Country Community Clinic.</p> <p>Shasta County is navigating internal changes, assessing its ability to provide housing services within the Behavioral Health Services Act in the region, and considering whether a waiver is needed at this time.</p>
Lassen County	<p>We are actively coordinating with Lassen County Behavioral Health (an active member of Lassen County's Advisory Board to the NorCal CoC) to connect individuals experiencing, or at risk of experiencing, homelessness with essential behavioral health services. This includes an ongoing collaboration through the Behavioral Health Bridge Housing (BHBH) Program, which expands access to bridge housing and pathways to permanent housing for individuals with behavioral health needs, including those with serious mental illness and/or substance use disorders.</p> <p>Looking ahead, we will continue to work closely with Lassen County Behavioral Health to integrate services funded through</p>

	<p>the Behavioral Health Services Act (BHSA) and CalAIM. Together, we are building systems that ensure individuals experiencing homelessness are connected to:</p> <ul style="list-style-type: none"> • Case management and housing navigation • Supportive housing and wraparound services for individuals with complex behavioral health needs • Rental assistance and financial support for housing-related costs <p>Our multidisciplinary outreach team, which includes a Behavioral Health Case Worker, conducts regular outreach in Susanville and surrounding rural areas. This team plays a critical role in engaging unsheltered individuals, identifying behavioral health needs in the field, and coordinating referrals, assessments, and service enrollment with Lassen County Behavioral Health.</p> <p>Through ongoing collaboration, shared outreach, and coordinated case planning, we are committed to ensuring that individuals experiencing homelessness have timely access to behavioral health services and the financial resources needed to secure and maintain housing. At the same time, we are working to strengthen the local infrastructure and service delivery framework to fully align with BHSA and CalAIM goals for long-term housing stability and whole-person care.</p>
Modoc County	Modoc County Behavioral Health subcontracts with TEACH to provide housing services through the Bridge Housing Program. Behavioral Health Department employees refer clients for services to our housing department.
Del Norte County	The Del Norte County Housing Department is integrated within the same building as Behavioral Health to ensure a more coordinated and holistic approach to client care. This co-location allows the Housing Services team to work closely with Behavioral Health staff, recognizing that individuals and families experiencing homelessness or at risk of becoming homeless often face multiple, complex challenges. By connecting clients to behavioral health services early in the process, we can more effectively address both their housing needs and any underlying issues that may be contributing to their instability.
Plumas County	PCIRC has long coordinated, connected and delivered emergency homeless services, homeless prevention services, and housing navigation/rapid re-housing services to MHSA or BHSA individuals in both Plumas and Sierra Counties.
Sierra County	PCIRC has long coordinated, connected and delivered emergency homeless services, homeless prevention services, and housing navigation/rapid re-housing services to MHSA or BHSA individuals in both Plumas and Sierra Counties.
Choose an item.	

3.a.5. Policies for Addressing Encampments

Guidance

Each Eligible Applicant in the region must identify all encampments within the region, with specific plans to address these encampments. If the scale of encampments in your region makes filling out the table provided difficult, Eligible Applicants may alternatively upload a map showing where encampments are concentrated, and report the information required for each encampment zone or if it is less burdensome, upload a spreadsheet containing the required information for each encampment zone.

For each encampment/encampment zone, the region is required provide:

1. An address or general location.
2. Estimated population
3. A specific plan to address the encampment/encampment zone (e.g., description of how many individuals are projected to be served by what type of housing solutions, how will regional partners collaborate).
4. Key milestone dates to carry out the described plans (e.g., goal date for outreach, goal date for all encampment residents to transition into housing solutions).
5. The encampment/encampment zone's ERF grant status (active ERF project(s), applied for site(s), plans to apply for site(s)).
6. If applicable, the ERF contract number(s).
7. Lead entity for addressing the encampment/encampment zone.

Regions may also choose to upload one or more maps of encampments/encampment zones within the region.

To add additional encampments, click into the last row of the table, then press "tab" on your keyboard.

Each Eligible Applicant must also confirm whether they have a current and formal policy to address encampments that complies with the California Interagency Council on Homelessness (Cal ICH) Guidance on Addressing Encampments.

- If the policy **fully complies** with the Cal ICH Guidance on Addressing Encampments, the Eligible Applicant must link to or upload the policy.
- If the policy **partially complies** with the Cal ICH Guidance on Addressing Encampments, the Eligible Applicant must describe what elements of the policy comply, and how. They also must link to or upload the policy.
- If any Eligible Applicant **does not have** a current and formal policy to address encampments, they must describe their existing efforts to address encampments, actively commit to following the Cal ICH Guidance on Addressing Encampments and identify a specific timeline by which they will adopt such a policy.

Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Encampment	Address or General	Estimated Population	What are the region's	What are the Key Milestones	ERF Status	If Yes, ERF Contract	If No, are there	Lead Entity for addressing
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	Location	tion	specific plans to address this encampment?	e Dates to carry out the describe d plan?	(site fund ed by ERF; Yes/ No)	act #	current plans to submit an ERF applica tion to addres s this site? (Yes/No)	g this encampm ent
Oasis @AMPM (SHASTA COUNTY)	Green space encompassed by Oasis Rd, Cascade Blvd, Baier Rd, and Arrowhead Ave. Multiple parcels with multiple ownerships including private, city, and county.	12	Engage with population to increase rapport Each visit, assess for immediate need and safety/public health concerns Offer residents referral for HMIS Coordinated Entry Offer residents community resources	N/A	No		No	Shasta County Health and Human Services Agency - Housing Community and Outreach Division or Shasta Community Health Center
Shasta Lake City-McDonald's (SHASTA COUNTY)	Green space on either side of Cascade Blvd in between Shasta Dam Blvd and I-5 freeway and	4	Engage with population to increase rapport Each visit, assess for immediate need and safety/public health	N/A	No		No	Shasta County Health and Human Services Agency - Housing Community and Outreach Division

	between Cascade Blvd and Grand Oaks Elementary School in Shasta Lake City		concerns Offer residents referral for HMIS Coordinated Entry Offer residents community resources					
Burney (SHASTA COUNTY)	Green space behind Comets Gas Station on Hwy 299 E in Burney	6	Engage with population to increase rapport Each visit, assess for immediate need and safety/public health concerns Offer residents referral for HMIS Coordinated Entry Offer residents community resources	N/A	No		No	Shasta County Health and Human Services Agency - Housing Community and Outreach Division
RC Hobby and Canal (SHASTA COUNTY)	Greenspace SW of Canyon Rd in Redding near intersection of Hwy 273 and Canyon Rd (Borders	22	Engage with population to increase rapport Each visit, assess for immediate need and safety/public health concerns	N/A	No		No	Shasta County Health and Human Services Agency - Housing Community and Outreach Division

	city limits but no in city)		Offer residents referral for HMIS Coordinated Entry Offer residents community resources					
Lassen County			Lassen County does not currently have established or regularly occurring encampments in fixed locations. However, individuals experiencing unsheltered homelessness are known to camp intermittently along the Susan River near Susanville. These encampments are typically informal, dispersed, and temporary in nature, with individuals				No	

		<p>or small groups frequently moving from one location to another. As such, there is not a consistent presence or concentration that would qualify as a defined encampment zone. While there is no formal encampment site, the Susan River corridor near Susanville is the primary area of concern, and outreach teams conduct regular engagement in this area to identify individuals in need of services, offer supplies, and connect</p>						
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			<p>people to shelter and housing resources. Our outreach approach is flexible and responsive to these fluid conditions, with a focus on building trust and addressing needs as individuals move between locations. Given the lack of fixed encampment sites, we are unable to provide a map or table of specific encampments, but we are submitting a brief narrative description to satisfy this requirement. If consistent or larger encampments</p>						
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			emerge in the future, we will document and address them.					
Modoc	There are no encampments in Modoc County						No	
The Swamps (Del Norte)	South area of Crescent City (Iowa/Maiden lane/back side of Safeway)	400	This site was the focus of the County's ERF grant; the County is working with Del Norte Mission Possible to build a 60 bed emergency shelter and a 50 unit micro village; these two projects will serve up to 150 people currently camping at The Swamps	Expected completion late summer/early fall 2025	Yes	#23-ERF-E-L-00002	N/A; has already applied	Lead entity for addressing this encampment Del Norte Mission Possible will be managing the site and County is handling all fiscal responsibilities
Plumas County	Several individuals and families may band together to live as						No	

	certain sites briefly, but not in the long term.							
Sierra County	Several individuals and families may band together to live as certain sites briefly, but not in the long term.						No	
Siskiyou County	See attached spreadsheet and adopted policy							

Optional: Encampments Excel

Guidance

If it is too burdensome to provide the required information in the table, Eligible Applicants may upload a spreadsheet containing the required information for each encampment zone in the region.

For each encampment/encampment zone, the region is required provide:

1. An address or general location.
2. Estimated population
3. A specific plan to address the encampment/encampment zone (e.g., description of how many individuals are projected to be served by what type of housing solutions, how will regional partners collaborate).
4. Key milestone dates to carry out the described plans (e.g., goal date for outreach, goal date for all encampment residents to transition into housing solutions).
5. The encampment/encampment zone's ERF grant status (active ERF project(s), applied for site(s), plans to apply for site(s)).
6. If applicable, the ERF contract number(s).
7. Lead entity for addressing the encampment/encampment zone.

Optional: Map of Encampments

Guidance

Upload one or more maps of encampments/encampment zones within the region.

Eligible Applicants with a current and formal policy to address encampments that fully or partially complies with the Cal ICH Guidance on Addressing Encampments must complete the following:

Eligible Applicant	Applicant confirms the plan complies with the Cal ICH Guidance on Addressing Encampments?	If you selected “Yes, in part,” describe what elements of the policy do comply with the Cal ICH Guidance on Addressing Encampments, and specifically how they comply.	Provide a link to the policy or upload a copy
Lassen County	Yes, in part	<p>Lassen County adopted Ordinance 2024-13 on December 10, 2024, addressing camping on public property. While not a formal policy adopted specifically under the Cal ICH Guidance, the ordinance incorporates several key principles aligned with the guidance, including:</p> <p>A requirement to provide 72-hour notice prior to any encampment abatement;</p> <p>A process for storing and allowing retrieval of personal property left behind, in accordance with procedures developed by the Lassen County Sheriff’s Office.</p> <p>However, the ordinance does not currently formally require the provision of information on available services, such as shelter or housing options, prior to displacement. While this is not explicitly written into the ordinance, it is</p>	Attached

		current practice for County staff and outreach partners to offer information on services and shelter options when engaging with individuals camping on public property.	
Del Norte County	Choose an item.	See below	
Siskiyou County	Yes		Attached
Modoc County	Choose an item.	See below	
Shasta County	Choose an item.	See below	
Sierra County	Choose an item.	See below	
Plumas County	Choose an item.	See below	
Choose an item.	Choose an item.		

Eligible Applicants without a current and formal policy to address encampments that fully or partially complies with the Cal ICH Guidance on Addressing Encampments must complete the following:

Eligible Applicant	Describe existing efforts to address encampments	Does the Eligible Applicant actively commit to adopting a policy that complies with the Cal ICH Guidance on Addressing Encampment?	Provide a specific timeline, including dates, for future adoption of formal policies that comply with the Cal ICH Guidance on Addressing Encampments.
Modoc County	Does not have encampments	Yes	May 2027
Plumas County	Does not have encampments	Yes	May 2027
Sierra County	Does not have encampments	Yes	May 2027
Shasta County	The County is aware of existing	Yes	May 2027

	<p>encampment s and does active outreach to these encampment s, along with service provider partners. It provides as much advance notice of removal action as possible. The County is actively aware of interim housing capacity that is available to serve persons in encampment s</p>		
Del Norte County	<p>The County is actively aware of and engaging with current local projects or efforts. The County received an ERF grant and is working to build interim housing for 150 encampment residents by fall 2025. Every effort is made to identify and offer shelter</p>	Yes	May 2027

	to persons living in encampment in advance of taking action to remove the encampment . The County provides as much advance notice of a removal action as possible. The County has a clear policy for the handling and storage of unattended personal belongings. The County is aware of interim housing capacity that is immediately available to serve persons in encampment .		
Choose an item.		Choose an item.	
Choose an item.		Choose an item.	
Choose an item.		Choose an item.	

3.a.6. Housing Element Compliance

Guidance

Each Large City and county Eligible Applicants in the region must indicate they have an adopted housing element that HCD has found substantially compliant with Housing Element Law, or if not compliant, provide a timeline for relevant milestones to achieve compliance.

Milestones include but are not limited to the dates by which Eligible Applicants will: submit revised drafts that address all outstanding findings for HCD's review, submit required rezones for HCD's

review, adopt the housing element, and anticipate final review and approval by HCD.

Example timeline and milestones:

8/15/2025: Jurisdiction provides revised draft addressing issues from last findings letter for HCD review and public posting.

10/15/2025: HCD completes review of draft and determines there are no remaining issues, and the draft will be compliant once rezones are adopted, and housing element is adopted.

12/15/2025: Jurisdiction adopts housing element and required rezones and submits documentation to HCD.

2/15/2026: HCD completes review of adopted element and rezones to confirm they meet what was proposed in draft. If adopted element and rezones meet requirements, jurisdiction is found compliant.

Eligible Applicants within the region must have an adopted housing element that HCD has found substantially compliant to receive their remainder HHAP 6 disbursement.

Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Large City or county Eligible Applicant	Is this Eligible Applicant's Housing Element Compliant?	If not compliant, provide a timeline for all relevant milestones to achieve compliance (refer to Guidance and Example timeline and milestones for required level of detail).
Siskiyou County	Yes	
Shasta County	Yes	
Lassen County	No	<p>The Lassen County Housing Element was adopted by the Board of Supervisors on December 10, 2024. In response to informal, preliminary feedback from the California Department of Housing and Community Development (HCD), non-substantive revisions were completed on January 13, 2025.</p> <p>The revised Housing Element was posted for public review on January 24, 2025, and circulated to interested stakeholders for a 7-day public comment period, in accordance with state requirements.</p> <p>HCD issued a formal findings letter regarding the adopted Housing Element on February 10, 2025. As of July 2, 2025, the County has completed all required revisions and will be posting the updated draft for a 7-day public review period before resubmitting to HCD for final certification.</p>
Modoc County	Yes	
Del Norte County	Yes	

Plumas County	No	Plumas County's Housing Element is in development; the public review draft is currently published. The County is actively working with HCD on this and has laid out an anticipated timeline, which estimates certification in Spring 2026.
Sierra County	Yes	
Choose an item.	Choose an item.	

3.a.7. Housing Element Implementation

Guidance

Each Large City and county Eligible Applicants in the region must indicate if they are up to date on housing element program commitments, or if not, they must provide a timeline and plan to implement past due programs.

Large City and county Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Large City or county Eligible Applicant	Has this Eligible Applicant implemented all programs in their adopted Housing Element on the timelines identified therein?	If not, provide a specific timeline and plan with dates to implement the past due programs.
Siskiyou County	Yes	
Shasta County	Yes	
Lassen County	No	No. Not all programs from the 2019-2024 Housing Element were fully completed. However, Lassen County has made progress in implementing many of these programs. Several programs have been amended and incorporated into the 2024-2029 Housing Element Update. Enhancements have been made to further affirmatively further fair housing, promote energy conservation, and facilitate by-right development of accessory dwelling units. Some programs have been consolidated—such as those addressing farmworker and farm labor housing—to improve clarity and effectiveness. Programs that were completed or determined to be no longer applicable were discontinued. Applicable programs will continue to be implemented or have been modified for continuation in the current Housing Element.

		Programs that have been completed or are no longer applicable will not continue. Applicable programs that remain unfinished or require updates have been revised and incorporated into the current Housing Element. The County will follow the timelines established in the 2024-2029 Housing Element Update to ensure their full implementation going forward.
Modoc County	Yes	
Del Norte County	Yes	
Plumas County	No	
Sierra County	Yes	
Choose an item.	Choose an item.	

3.a.8. Prohousing Designation

Guidance		
Each Large City and county Eligible Applicants in the region must identify their Prohousing Designation status.		
Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.		
Large City or county Eligible Applicant	Current Prohousing Designation Status	For Eligible Applicants that have not yet applied, list the Prohousing Policies (as described in the Prohousing application) that they have adopted or plan to adopt in the future.
Siskiyou County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>2.2.2: Mixed-use zoning program. Zoning update to allow residential in commercial</p> <p>1.4.7: Transitional Housing. Amend the County's Zoning Ordinance to permit Transitional Housing as a use by-right in all residential zoning districts in compliance with Health and Safety Code Section 50675.2.</p> <p>1.5.1: Remove Constraints to Accessory Dwelling Units (ADUs). Establish a comprehensive program to remove constraints to the production of ADUs</p>

		<p>4.2.1: To help meet the needs of extremely low-income households, the County will prioritize funding and waive building permit fees to encourage the development of single-room occupancy units and/or other units affordable to extremely low-income residents</p>
Shasta County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>H3-G: Zoning Code Amendments – Housing Constraints: The County shall update the Zoning Code to remove constraints to a variety of housing types and ensure the County’s standards and permitting requirements are consistent with State law.</p> <p>H3-A: Housing Fast-Track Processing Program: Continue to make fast-track processing available to incentivize housing affordable to lower income</p>

		<p>households and other special needs housing, including but not limited to emergency shelters, transitional housing, supportive housing, and housing for persons with disabilities and farmworkers.</p> <p>H3-C: Housing Fee Reduction Program: The County is currently reviewing the feasibility of reducing housing-related fees for qualifying affordable housing projects and will continue to review fees for potential reductions on an annual basis. The County will also work with the individual water and sewer districts serving the unincorporated areas to identify potential fee reductions to facilitate affordable housing development.</p> <p>H1-G: Developer Assistance Program--Burney Development Project: The County will continue to provide assistance to Northern Valley Catholic Social Services (NVCSS) to develop an affordable multiple family housing project in Burney with 27 to 45 very low income units that will include at least 5 units for support services for persons with mental illness.</p>
Lassen County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>HE-2.A: Density Bonus Ordinance: Adopting a density bonus ordinance in accordance with state law to encourage affordable housing.</p> <p>HE-7.B: Permit Processing Review: Regularly reviewing permit procedures to streamline housing development processing.</p> <p>HE-7.C: Expedited Processing & Fee Deferrals for Affordable Housing: Offers expedited processing, technical assistance, and permitting fee deferrals for developments with lower-income units.</p> <p>HE-2.C: Use of State & Federal Funds for Low-Income Housing: Applies for CDBG, HOME, and other funds for rehab and new construction for extremely low-income housing.</p>
Modoc County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>11.1: Housing Element Regulatory Amendments: Changes to Zoning Code in compliance with State Housing Law</p> <p>11.5: Preliminary Applications (SB 330) and Streamlined Approval (SB35)</p> <p>11.2: Lot Consolidation Program: Encourage the development of high-density residential housing on all parcels listed in figure 4-3, by waiving subdivision, lot line adjustment and lot merger applications and</p>

		<p>expediting approval of all these applications to create larger parcels of at least 0.5 acres to develop higher density residential development.</p> <p>7.1: Funding for Special Needs Housing: Support applications to appropriate agencies, including USDA Rural Development, CDBG and HCD, to provide housing for special needs groups, including extremely low-income and developmentally disabled households, as identified in the Housing Element.</p>
Del Norte County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>3: Allow Multifamily in Commercial Zones: Del Norte County proposes to amend its Zoning Code to allow multifamily uses by right in commercial zoning districts.</p> <p>12: Streamlining the Development Process: Aims to streamline permitting processes and reduce development time.</p> <p>13: Incentives for Affordable Housing: Offers fee deferrals and waivers for projects providing affordable housing.</p> <p>9: Funding Assistance: The County commits to applying for state and federal funds (e.g., HOME, CDBG) to support construction, rehab, and preservation of affordable housing.</p>
Plumas County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>2: Inclusionary zoning ordinances require developers to include a certain percentage of rental or for-sale units that are affordable to lower-income households as a condition of development.</p> <p>4: The County will continually seek to improve development review and procedures to minimize the time and/or cost required for review and project approval.</p> <p>21: The County will proactively encourage and facilitate the development of affordable housing for lower income households through actions such as providing regulatory incentives, reducing or waiving development fees, and outreaching to nonprofits and affordable housing developers to assist in the application for state and federal funding sources.</p> <p>3: The County, in cooperation with PCCDC, will assess the feasibility and, if feasible, develop an Affordable Housing Trust Fund to be used for the development of affordable housing in the County.</p>

Sierra County	Choose an item.	<p>Housing Element Programs as follows:</p> <p>2.2: Zoning Code Amendments: Make changes to the Zoning Code in compliance with State housing law consistent with Appendix I of this Housing Element Update. Low barrier navigation centers, emergency shelter parking and standards, Farmworker housing, SRO Units, RCFs. Enhance housing diversity</p> <p>1.1: Permit Review: Reduce the cost and time of processing permits but remain effective and meet legal review requirements. This review will be conducted as part of the County's ongoing permit streamlining program.</p> <p>2.5: ADU Ordinance: Improve the affordability of these units, the County will amend the county's Fee Schedule to waive development/building fees, if the owner applies a deed restriction on the property to restrict rents to low- and/or very low-income tenants.</p> <p>2.1: Support for Affordable Housing Developers</p>
Choose an item.	Choose an item.	

3.a.9. Housing Law Violations

Guidance		
<p>Each Large City and county Eligible Applicant in the region must identify whether they have any potential or actual violations under investigation by HCD's Housing Accountability Unit or the Attorney General's Housing Justice Team. If any Eligible Applicant has a potential or actual violation under investigation, they must provide a timeline and plan to resolve the issue.</p> <p>Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.</p>		
Eligible Applicant	Does this Eligible Applicant have any potential or actual housing law violations with HCD's Housing Accountability Unit or the Attorney General's Housing Justice Team?	If yes, provide a specific timeline and plan with dates to resolve the issue.
Siskiyou County	No	N/A
Shasta County	No	N/A
Lassen County	No	N/A
Modoc County	No	N/A
Del Norte County	No	N/A
Plumas County	No	N/A

Sierra County	No	N/A
Choose an item.	Choose an item.	

3.a.10. Surplus Land

Guidance

Each Large City and county Eligible Applicants in the region must identify whether they have made a central inventory of all surplus land and all lands in excess of their foreseeable needs as required by Government Code section 54230.

Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Eligible Applicant	Has this Eligible Applicant made a central inventory of all surplus land and all lands in excess of their foreseeable needs as required by Government Code section 54230?	If not, the Eligible Applicant must provide a specific timeline and plan with dates to create such an inventory.
Siskiyou County	Has a central inventory.	
Shasta County	Has a central inventory.	
Lassen County	Has a central inventory.	
Modoc County	Has a central inventory.	
Del Norte County	Has a central inventory.	
Plumas County	Has a central inventory.	
Sierra County	Has a central inventory.	
Choose an item.	Choose an item.	

3.a.11. Annual Progress Report

Guidance

Each Large City and county Eligible Applicants in the region must indicate they have submitted a timely and complete annual progress report for, at a minimum, the previous two years. Eligible Applicants can check their annual progress report status here: [Annual Progress Reports - Data Dashboard and Downloads | California Department of Housing and Community Development](#)

Eligible Applicants must be identified using the standard name as it appears in the dropdowns provided.

Eligible Applicant	Has this Eligible Applicant submitted a timely and complete annual progress report for at a minimum, the past two years?
Siskiyou County	Yes
Shasta County	Yes

Lassen County	Yes
Modoc County	Yes
Del Norte County	Yes
Plumas County	Yes
Sierra County	Yes
Choose an item.	Choose an item.

3.b. System Performance Measures Improvement Plan

Available Funding Sources in the Region

If applicable, list any funding sources mentioned in [Section IV.A.3.b.ii. of the HHAP 6 NOFA](#) that are not available in the region within the grant term (FY24/25-FY28/29).

Housing for a Healthy California, National Housing Trust Fund

Key Actions to Improve the Region's CA SPMs

Steps to complete this section

The System Performance Measures Improvement plan documents all the Key Actions the regional partners are taking to improve their homelessness CA System Performance Measures (SPMs) listed in [Section IV.A.3.b.i. of the HHAP 6 NOFA](#). The plan may also include the Key Actions of small jurisdictions and/or tribal governments in the region that elect to engage and collaborate in the Regionally Coordinated Homelessness Action Plan.

All items currently being funded through HHAP Rounds 1 through 5, as well as all activities proposed to be funded through HHAP 6, must be included as Key Actions in the System Performance Measures Improvement Plan. Each regional partner must also include the Key Actions they are taking beyond HHAP 6 funding to address homelessness. These Key Actions must include how each regional partner is improving the region's CA SPMs through use of local, state, and federal funds.

The System Performance Measures Improvement Plan must include:

- At least one Key Action related to reducing CA SPM: "The number of people experiencing unsheltered homelessness"
- At least one Key Action related to increasing CA SPM "the number of people exiting homelessness into Permanent Housing," and
- At least one Key Action with a specific focus on reducing first time instances of homelessness for those exiting institutional settings, including, but not limited to jails, prisons, and hospitals.

Each Key Action must be described in clear, specific terms and must do the following:

1. Identify the CA SPM(s) that the Key Action will improve (you may choose more than one SPM).
2. Describe how the Key Action will improve the CA SPM(s).
3. Identify the lead entity and collaborating entities partnering to achieve the Key Action. Collaborating entity/ies may include a group, organization, or jurisdiction within your region working to address or improve the system performance measure. This can be another participating Eligible Applicant, a system partner, or any organization actively participating in the Key Action.

4. Provide the target date for milestones and completion of the Key Action.
5. Provide a clear metric for how success of the Key Action will be measured.
6. Identify the funding source(s) for the Key Action.
 - a. **Note: At a minimum, all funding sources listed in [Section IV.A.3.b.ii. of the HHAP 6 NOFA](#), excluding any that are unavailable to the region within the grant term (FY24/25-FY28/29), must be identified as funding sources for at least one Key Action within the System Performance Measures Improvement Plan.**
7. Describe how the funding source(s) will contribute to the achievement of the Key Action.
 - b. **Note: For HHAP 6-funded Key Actions, include the eligible use category or categories as applicable.**
8. Describe how the Key Action will address system performance disparities and ensure racial and gender equity in at least one of the following areas: Service Delivery, Housing Placements, Housing Retention, Changes to procurement, or other means of affirming racial and ethnic groups that are overrepresented among residents experiencing homelessness have equitable access to housing and services.

Key Actions

Guidance

The tables below are formatted as “repeating content”. To add a Key Action, click anywhere in any table to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template **must be** open in the Microsoft Word application. To ensure Key Actions may be easily referenced in later parts of the regional application template, applicants can refer to the # provided. E.g., Key Action 1, Key Action 2, etc.

To add additional rows to any given table, click into the last row of the table, then press “tab” on your keyboard.

Key Action 1.

Key Action

Identify the CA SPM(s) that will be improved by this Key Action and how.

CA SPM	Specific description of how the Key Action will improve this CA SPM

Lead entity for the Key Action

Choose an item.

Collaborating entity/ies

Milestones for the Key Action

Target dates for milestones

Commented [SM1]: See attached document labeled “3b System Performance Measures Improvement Plan”

--	--

Target date for completing the Key Action
<i>Click or tap to enter a date.</i>
Clear metric for how success of the Key Action will be measured

Funding Sources for Key Action

Guidance
Applicants may identify other funding sources available within the region during the grant term (FY24/25- FY28/29) that support homelessness programming, housing, and system performance.
For all HHAP 6-funded Key Actions, you must include the eligible use category or categories as applicable.

Funding source	Description of how the funding will contribute to the achievement of the Key Action	For HHAP 6-funded Key Actions only: Eligible use category to fund this Key Action.
		<i>Choose an item.</i>

Identify which of the following equity improvement areas will be addressed by the Key Action.

Guidance
At a minimum, each Key Action must address at least one equity improvement area.

Equity Area	Description of how the Key Action will address system performance disparities and ensure racial and gender equity in this area (choose one at a minimum, or more)
Service Delivery	
Housing Placements	
Housing Retention	
Changes to procurement	
Other means of affirming racial and ethnic groups that are overrepresented among residents experiencing homelessness have equitable access to housing and services.	

Section 4. HHAP 6 Funding Plan

Commented [SM2]: See attached document labeled "HHAP 6 Funding Requests Summary"

Steps to complete this section

State Priorities for HHAP 6 Funding: HHAP 6 is intended to reflect the state's priorities to prevent and expeditiously reduce unsheltered homelessness through homelessness prevention activities and sustain existing Interim Housing Solutions, and Permanent Housing Solutions, including long-term sustainability of interim housing and permanent affordable housing.

To complete the HHAP 6 Funding Plan:

1. Identify the Administrative Entity submitting the budget.
 - Provide the Tax ID/TIN, primary contact for the contract, contact email, contact phone, and address for where the HHAP 6 check will be mailed.
 - Provide the total dollar amount of the HHAP 6 allocation(s) being administered under the Funding Plan.
 - **Reminder: This must account for 100 percent of the HHAP 6 Allocation(s) the Administrative Entity will be responsible for administering.**
2. Describe all activities proposed to be funded by HHAP 6 in clear, specific terms, and:
 - Identify the HHAP 6 eligible use category under which each proposed activity is budgeted. Activities must be specific and may only be categorized under one eligible use category. Activities may not be categorized under multiple eligible use categories (including activities under the Youth Set Aside).
 - Provide the total dollar amount of HHAP 6 funding proposed for the activity.
 - **Reminder: Administrative costs may not exceed 7% of all monies received.**
 - **Reminder: The Youth Set Aside (YSA) amounts, when combined, must total at least 10% of all monies received.**
 - Identify which System Performance Measure Improvement Plan Key Action(s) the activity supports.
 - **The total HHAP 6 funding proposed for the activity** should account for all dollars budgeted toward that activity. These amounts, when added, must account for 100 percent of the HHAP 6 Allocation(s) the Administrative Entity will be responsible for administering.
3. Indicate whether the budget proposes to support ANY:
 - New interim housing (aside from those designated in the Youth Set Aside) and/or
 - non-housing solutions.

Note: If the HHAP 6 budget proposes spending on New Interim Housing and/or Non-Housing Solutions, the region must document the sustainability of its permanent housing portfolio, as outlined in NOFA section IV.A.4.c, in the next section.

The tables below are formatted as "repeating content". To add an Administrative Entity and Funding Plan, click anywhere in any table to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template **must be** open in the Microsoft Word application.

To add additional rows to any given table, click into the last row in the table, then press "tab" on your keyboard.

Administrative Entity

Which Administrative Entity is submitting the below budget?

Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC

Tax ID

--

TIN

Guidance
Upload the Administrative Entity's GovTIN form in the online application portal.

Primary contact for the contract

First Name

Last Name

--

Title

--

Email

--

Phone

--

Address where HHAP 6 check will be mailed

Guidance
This address MUST match the TIN and/or STD 204.

City

--

State

--

Zip Code

--

Funding Plan – Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC

Total HHAP 6 Allocation(s) Administering**\$**[HHAP 6 Allocations](#)**4.a. Proposed Funding Activities****Guidance**

The tables below are formatted as “repeating content”.

To add a funding activity, click into any of the tables to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template **must be** open in the Microsoft Word application.

Activity 1.**Describe the proposed funding activity in clear, specific terms.**

Identify the HHAP 6 eligible use under which the proposed funding activity is budgeted.

Choose an item.

Identify the total HHAP 6 funding proposed for the activity.**\$****Identify which System Performance Measure Improvement Plan Key Action(s) the activity supports.****Guidance**

When identifying Key Actions here, refer to the applicable Key Action as "Key Action [#]".

Key Action(s) (from the System Performance Measure Improvement Plan, Section 3.b. of the regional application) this funding activity will improve

Does this budget propose to fund any New Interim Housing Solutions, aside from those designated in the Youth Set Aside?**Guidance**

Proposing to use HHAP 6 to fund **New** Interim Housing (that is not designated for the Youth Set Aside), covered under HHAP 6 Statute Category #3 in Section III. of the [HHAP 6 NOFA](#), requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

No**Does this budget propose to fund any Non-housing Solutions?****Guidance**

Non-housing Solutions are listed in HHAP 6 Statute Category #4 in Section III. of the [HHAP 6 NOFA](#). Proposing to use HHAP 6 to fund Non-housing Solutions requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

No

Administrative Entity

Which Administrative Entity is submitting the below budget?

Del Norte County

Tax ID

TIN

Guidance

Upload the Administrative Entity's GovTIN form in the online application portal.

Primary contact for the contract

First Name

Last Name

Title

Email

Phone

Address where HHAP 6 check will be mailed

Guidance

This address **MUST** match the TIN and/or STD 204.

City

State

Zip Code

Funding Plan – Del Norte County

Total HHAP 6 Allocation(s) Administering

\$

[HHAP 6 Allocations](#)

4.a. Proposed Funding Activities

Guidance

The tables below are formatted as “repeating content”.

To add a funding activity, click into any of the tables to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template **must be** open in the Microsoft Word application.

Activity 2.

Describe the proposed funding activity in clear, specific terms.

Identify the HHAP 6 eligible use under which the proposed funding activity is budgeted.

Choose an item.

Identify the total HHAP 6 funding proposed for the activity.

\$

Identify which System Performance Measure Improvement Plan Key Action(s) the activity supports.

Guidance

When identifying Key Actions here, refer to the applicable Key Action as "Key Action [#]".

Key Action(s) (from the System Performance Measure Improvement Plan, Section 3.b. of the regional application) this funding activity will improve

Does this budget propose to fund any New Interim Housing Solutions, aside from those designated in the Youth Set Aside?

Guidance

Proposing to use HHAP 6 to fund **New** Interim Housing (that is not designated for the Youth Set Aside), covered under HHAP 6 Statute Category #3 in Section III. of the [HHAP 6 NOFA](#), requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

Choose an item.

Does this budget propose to fund any Non-housing Solutions?

Guidance

Non-housing Solutions are listed in HHAP 6 Statute Category #4 in Section III. of the [HHAP 6 NOFA](#). Proposing to use HHAP 6 to fund Non-housing Solutions requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

Choose an item.

Administrative Entity

Which Administrative Entity is submitting the below budget?

Siskiyou County

Tax ID

TIN

Guidance

Upload the Administrative Entity's GovTIN form in the online application portal.

Primary contact for the contract

First Name

Last Name

Title

Email

Phone

Address where HHAP 6 check will be mailed

Guidance

This address **MUST** match the TIN and/or STD 204.

City

State

Zip Code

Funding Plan – Siskiyou County

Total HHAP 6 Allocation(s) Administering

\$

[HHAP 6 Allocations](#)

4.a. Proposed Funding Activities

Guidance

The tables below are formatted as “repeating content”.

To add a funding activity, click into any of the tables to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template **must be** open in the Microsoft Word application.

Activity 3.

Describe the proposed funding activity in clear, specific terms.

Identify the HHAP 6 eligible use under which the proposed funding activity is budgeted.

Choose an item.

Identify the total HHAP 6 funding proposed for the activity.

\$

Identify which System Performance Measure Improvement Plan Key Action(s) the activity supports.

Guidance

When identifying Key Actions here, refer to the applicable Key Action as "Key Action [#]".

Key Action(s) (from the System Performance Measure Improvement Plan, Section 3.b. of the regional application) this funding activity will improve

Does this budget propose to fund any New Interim Housing Solutions, aside from those designated in the Youth Set Aside?

Guidance

Proposing to use HHAP 6 to fund **New** Interim Housing (that is not designated for the Youth Set Aside), covered under HHAP 6 Statute Category #3 in Section III. of the [HHAP 6 NOFA](#), requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

Choose an item.

Does this budget propose to fund any Non-housing Solutions?

Guidance

Non-housing Solutions are listed in HHAP 6 Statute Category #4 in Section III. of the [HHAP 6 NOFA](#).

Proposing to use HHAP 6 to fund Non-housing Solutions requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

Choose an item.

Administrative Entity

Which Administrative Entity is submitting the below budget?

Lassen County

Tax ID

TIN

Guidance

Upload the Administrative Entity's GovTIN form in the online application portal.

Primary contact for the contract

First Name

Last Name

Title

Email

Phone

Address where HHAP 6 check will be mailed

Guidance

This address **MUST** match the TIN and/or STD 204.

City

State

Zip Code

--

Funding Plan – Lassen County

Total HHAP 6 Allocation(s) Administering

\$

[HHAP 6 Allocations](#)

4.a. Proposed Funding Activities

Guidance

The tables below are formatted as “repeating content”.

To add a funding activity, click into any of the tables to reveal the content border, then click the (+) that appears on the right-hand margin of the border. This will not work if the template is open in a web browser; the template **must be** open in the Microsoft Word application.

Activity 4.

Describe the proposed funding activity in clear, specific terms.

Identify the HHAP 6 eligible use under which the proposed funding activity is budgeted.

Choose an item.

Identify the total HHAP 6 funding proposed for the activity.

\$

Identify which System Performance Measure Improvement Plan Key Action(s) the activity supports.

Guidance

When identifying Key Actions here, refer to the applicable Key Action as "Key Action [#]".

Key Action(s) (from the System Performance Measure Improvement Plan, Section 3.b. of the regional application) this funding activity will improve

Does this budget propose to fund any New Interim Housing Solutions, aside from those designated in the Youth Set Aside?

Guidance

Proposing to use HHAP 6 to fund **New** Interim Housing (that is not designated for the Youth Set Aside), covered under HHAP 6 Statute Category #3 in Section III. of the [HHAP 6 NOFA](#), requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

Choose an item.

Does this budget propose to fund any Non-housing Solutions?

Guidance

Non-housing Solutions are listed in HHAP 6 Statute Category #4 in Section III. of the [HHAP 6 NOFA](#). Proposing to use HHAP 6 to fund Non-housing Solutions requires documenting the Sustainability of the Region's Permanent Housing Portfolio.

Choose an item.

Funding Priority Considerations: Documenting Sustainability of the Region's Interim and Permanent Housing Portfolios

Steps to complete this section

To complete 4.b. Sustainability of the Region's Interim Housing Portfolio:

1. Identify the total existing Interim Housing shelters and beds (beds) in the region.
2. **If proposing to use HHAP 6 to fund New Interim Housing solutions, aside from those designated for the Youth Set Aside, Eligible Applicants must identify the total beds proposed to be added during the grant term (FY24/25-28/29) in the region and are required to complete 4c, the Sustainability of the Region's Permanent Housing Portfolio.**
3. Identify the total estimated capital and operating costs for the beds (existing and, if applicable, proposed to be added) during the grant term.
4. Identify the funding sources (including amounts) that will realize and sustain the estimated capital and operating costs for the beds in the region for the grant term.

To complete 4.c. Sustainability of the Region's Permanent Housing Portfolio:

Required if any regional partner is proposing to spend HHAP 6 funding on New Interim Housing solutions (aside from those designated for the Youth Set Aside) and/or Non-Housing Solutions.

For the region's existing, at-risk, and proposed permanent affordable housing identify all the following:

1. The total (existing, at-risk, and proposed) permanent affordable housing developments and units (developments) in the region. Data for existing and at-risk developments can be provided by HCD upon request.
Note: Developments proposed includes those currently seeking permanent housing funding or operations support in the region which still have a financing or supportive services and operations funding gap.
2. The total estimated capital and operating costs for (existing, at-risk, and proposed) developments during the grant term.
3. The funding sources (including amounts) that will realize and sustain the estimated capital and operating costs for (existing, at-risk, and proposed) developments in the region for the grant term.

To complete 4.d. Documentation of Youth Set Aside Requirement:

1. Certify that the region has budgeted at least 10 percent of each HHAP 6 allocation to be spent on services for homeless youth (as defined in HSC 50216(l)).

4.b. Sustainability of the Region's Interim Housing Portfolio

Guidance

Pursuant to HSC Section 50243(c), **all applicants must demonstrate they have dedicated sufficient resources to sustain their region's existing and proposed portfolio of interim housing within the grant term (FY24/25-FY28/29).**

The stakeholder engagement required in advance of regional application development should also be used to help inform the requirements related to documenting the Sustainability of the Region's Interim Housing Portfolio.

Region's Interim Housing Portfolio

Number of Existing Interim Beds (beds) within the Region.

1,002

(If Applicable) Number of Interim Beds Proposed to be added within the grant term (FY24/25-28/29).

197

Total Estimated Capital and Operating Cost for the Existing and Proposed Beds during the grant term.

\$35,000,000

Funding Sources Realizing and Sustaining the Estimated Capital and Operating Costs for Beds in the Region within the Grant Term (FY24/25-FY28/29).

Guidance

The funding amounts in this table, when added, must equal the estimated total capital and operating cost for the existing and proposed beds during the grant term.

If a gap remains, the region must identify other sources to address the gap. This may include, but is not limited to, use of HHAP funding, local dedicated funding, Behavioral Health Services Act funds, long-term capitalized operating reserves, or any other local, state, or federal funding source from the list within the [Systems Performance Measures Improvement plan section \(IV.A.3.b.ii.\) of the HHAP 6 NOFA](#).

Funding Source	Amount Dedicated
HDAP, HHAP-3-6, BHBH, Home Safe, PLHA, MHSA/BHSA, BSCC Prop 47, Cal OES, 2011 CCP Realignment, California Health and Wellness, Partnership Health, Dignity Health, PG&E Settlement Funds, CalAIM, CalWorks Housing Program, Bringing Families Home, LICN, HSP, BFH, Community Grants, Private Foundations	\$35,000,000

4.c. Sustainability of the Region's Permanent Housing Portfolio

Guidance

Regions proposing to use HHAP 6 to fund New Interim Housing Solutions (aside from those designated for the Youth Set Aside) and/or Non-Housing Solutions must complete this section.

If a region demonstrates it can sustain its existing and proposed interim and permanent housing portfolio, then it may be permitted to use HHAP 6 funds on New Interim Housing solutions (beyond New Interim Housing for youth populations) and/or Non-Housing Solutions; **however, applicants will still be required to budget and spend at least 50 percent of their HHAP 6 allocation on**

Housing Solutions, defined as HSC 50243(e)(1),(2),and (3)(A-I).

Region's Existing Permanent Affordable Housing Portfolio

Total permanent affordable housing developments and units (developments) in the region.

--

Total estimated capital and operating cost for existing developments.

\$

Funding Sources Realizing and Sustaining the Region's Existing Developments within the Grant Term (FY24/25-FY28/29).

Guidance

The funding amounts in this table, when added, should equal the estimated total capital and operating cost for existing developments in the region.

If a gap remains, the region must identify other sources to address the gap. This may include, but is not limited to, use of HHAP funding, local dedicated funding, Behavioral Health Services Act funds, long- term capitalized operating reserves, or any other local, state, or federal funding source from the list within the [Systems Performance Measures Improvement plan section \(IV.A.3.b.ii.\) of the HHAP 6 NOFA.](#)

Funding Source	Amount Supporting

At-Risk Permanent Affordable Housing within the Region

Number of developments at risk of expiring affordability restrictions during the grant term (FY24/25-FY28/29).

--

Total estimated capital and operating cost for at-risk developments.

\$

Funding Sources Realizing and Sustaining the Region's At-Risk Developments within the Grant Term (FY24/25-FY28/29)

Guidance

The funding amounts in this table, when added, should equal the estimated total capital and operating cost for the region's at-risk developments.

If a gap remains, the region must identify other sources to address the gap. This may include, but is not limited to, use of HHAP funding, local dedicated funding, Behavioral Health Services Act funds, long- term capitalized operating reserves, or any other local, state, or federal funding source from the list within the [Systems Performance Measures Improvement plan section \(IV.A.3.b.ii.\) of the HHAP 6 NOFA.](#)

Funding source	Amount Supporting

Proposed Permanent Affordable Housing within the Region

Total number of developments proposed which still have a financing or supportive services and operations funding gap (proposed developments) during the grant term (FY24/25-FY28/29).

--

Total Estimated Funding Gap (capital and operating costs) for the proposed developments during the grant term (FY24/25-FY28/29).

\$

Funding Sources Realizing and Sustaining the Region's Proposed Developments within the Grant Term (FY24/25- FY28/29)

Guidance

The funding amounts in this table, when added, should equal the estimated total capital and operating cost for the region's proposed developments.

If a gap remains, the applicant must identify other sources to address the gap. This may include, but is not limited to, use of HHAP funding, local dedicated funding, Behavioral Health Services Act funds, long- term capitalized operating reserves, or any other local, state, or federal funding source from the list within the [Systems Performance Measures Improvement plan section \(IV.A.3.b.ii.\) of the HHAP 6 NOFA](#).

Funding source	Amount Supporting

4.d. Documentation of Youth Set Aside Requirement

Guidance

At least 10 percent of each HHAP 6 allocation must be spent on services for homeless youth (HSC 50241(e)), and there are no prohibitions on spending a greater percentage on the Youth Set Aside.

Documenting Sustainability of the Region's Permanent Housing Portfolio is not required for New Interim Housing Solutions for homeless youth.

By checking the box below, I certify that at least 10 percent of each HHAP 6 allocation is set-aside for youth (defined in HSC 50216(l)), as required by HSC 50241(e).

☒ I certify under penalty of perjury that all of the information in the above section is true and accurate to the best of my knowledge.

Section 5. MOU and Application Certification

Steps to complete this section

1. **Upload** the Memorandum of Understanding (MOU) as specified below.
2. **Complete** the certification to indicate all information included in this regional application is true and accurate.

Memorandum of Understanding (MOU)

Guidance

The MOU is a required component of the regional application. The MOU **must**: reflect the Regionally Coordinated Homelessness Action Plan submitted under this regional application and commit each Eligible Applicant as a signatory to participate in, and to comply with, the Regionally Coordinated Homelessness Action Plan.

Optional: Smaller cities and tribal governments may choose to participate in, and be signatories to, the MOU.

Supporting Documentation (Optional)

Guidance

Upload any additional supporting documentation the region would like to provide.

Certification

Guidance

A representative from each participating Eligible Applicant must certify the regional application.

Certifying the Regional Application for Submission

Guidance

The tables below are formatted as “repeating content”.

To add an Eligible Applicant, click anywhere in any table to reveal the content border, then click the (+) that appears on the right-hand margin of the border.

Eligible Applicant

Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC

☐ On behalf of the above participating Eligible Applicant, I certify that all information included in this regional application is true and accurate to the best of my knowledge.

First Name

Kristen

Last Name

Schreder

Phone

530-945-3126

Email

kristen@kristenschreder.com

Encampment Name	Address #	Street Name	Est pop	Funded by ERF?
Oasis	2925	CASCADE BLVD	u/k	no
Clear Creek	7050	WESTSIDE RD	u/k	partial
	5463 - 5592	AIRPORT RD	u/k	no
Hartnell/Churn Creek	3643	ALMA AVE	u/k	no
	1153	ARBORETUM DR	u/k	no
	2470	ATHENS AVE	u/k	no
	1600	BECHELLI LN	u/k	no
	3032	BECHELLI LN	u/k	no
	1950	BUENAVENTURA BLVD	u/k	no
	990 -995	CANBY RD	u/k	no
Oasis	2990	CASCADE BLVD	u/k	no
	5850	CEDARS RD	u/k	no
	5950	CEDARS RD	u/k	no
Hartnell/Churn Creek	1255	CHURN CREEK RD	u/k	no
	555	CYPRESS AVE	u/k	no
	1355	DANA DR	u/k	no
	1420	E CYPRESS AVE	u/k	no
	2004-2013	E CYPRESS AVE	u/k	no
	4000	EASTSIDE RD	u/k	no
	3329	EUREKA WAY	u/k	no
	3400	EUREKA WAY	u/k	no
	1910	GOLD HILLS DR	u/k	no
	2252	GOODWATER AVE	u/k	no
	3400	GREENSTONE PL	u/k	no
Hartnell/Churn Creek	55	HARTNELL AVE	u/k	no
Hartnell/Churn Creek	420	HARTNELL AVE	u/k	no
Hartnell/Churn Creek	1120	HARTNELL AVE	u/k	no
Hartnell/Churn Creek	1835	HARTNELL AVE	u/k	no
Hartnell/Churn Creek	1905	HARTNELL AVE	u/k	no
Hartnell/Churn Creek	1921	HARTNELL AVE	u/k	no
Hartnell/Churn Creek	2145	HARTNELL AVE	u/k	no
	290	HEMSTED DR	u/k	no
	240	HILLTOP DR	u/k	no
Hartnell/Churn Creek	1200	INDUSTRIAL ST	u/k	no
Hartnell/Churn Creek	1400	INDUSTRIAL ST	u/k	no
Hartnell/Churn Creek	2206	JESSICA WAY	u/k	no
	1991	KENYON DR	u/k	no
	145	LAKE BLVD EAST	u/k	no
Linden/Mercy	2504	LINDEN AVE	u/k	Yes
Linden/Mercy	2204 -2224	LINDEN AVE	u/k	Yes
	2224	MARILYN AVE	u/k	no
Progress/Technology	3210	MARK ST	u/k	Yes
	3220	MIDDLETON LN	u/k	no
Lost Lane	607	N MARKET ST	u/k	Yes - Complete

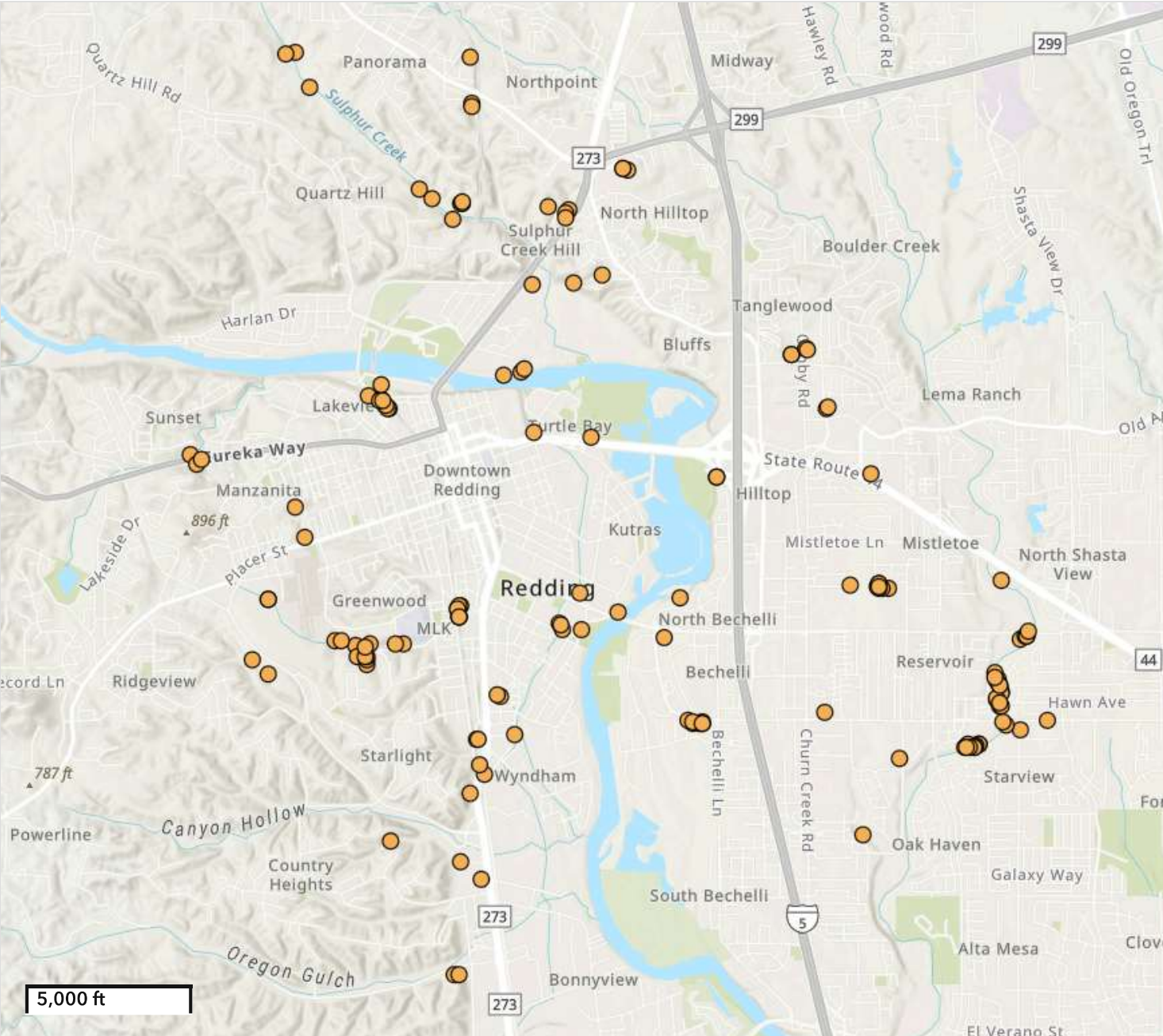
4155	NOTRE DAME AVE	u/k	no
2880	OLIVE AVE	u/k	no
2851	PARK MARINA DR	u/k	no
2975	PARK MARINA DR	u/k	no
2700	PLACER ST	u/k	no
3895	PLACER ST	u/k	no
2200	PRAY RD	u/k	no
211-213	QUARTZ HILL RD	u/k	no
2501	S BONNYVIEW RD	u/k	no
3251	S MARKET ST	u/k	no
3510	S MARKET ST	u/k	no
3540	S MARKET ST	u/k	no
2001	SAN FRANCISCO ST	u/k	no
3055	SANTA ROSA WAY	u/k	no
3185	SANTA ROSA WAY	u/k	no
795	SHAMROCK ST	u/k	no
5850	SHASTA VIEW DR	u/k	no
1799	TRAILWOOD CT	u/k	no
2404	WALDON ST	u/k	no
4430	WESTSIDE RD	u/k	no
2145 -2148	WILSON AVE	u/k	no

Contract #	submit an ERF app?	Lead Entity
23-ERF-3-0008		n/a
		City of Redding
		n/a
	yes	n/a
		n/a
		n/a
		n/a
		n/a
		n/a
		n/a
		n/a
	yes	n/a
		n/a
		n/a
		n/a
		n/a
		n/a
		n/a
		n/a
		n/a
		n/a
	yes	n/a
	yes	n/a
	yes	n/a
	yes	n/a
	yes	n/a
	yes	n/a
	yes	n/a
		n/a
		n/a
	yes	n/a
	yes	n/a
	yes	n/a
23-ERF-3-0008		City of Redding
23-ERF-3-0008		City of Redding
		n/a
		n/a
		n/a
22-ERF-2-L-10002		City of Redding

Note: These addresses were GIS pins from City Police, F staff. They did not record the number of people in each Housing has one active ERF grant for Linden Canyon, Pr and some Street outreach work in Clear Creek. Many c people camps and not a widely recognized encampment

n/a
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Fire, and CIRT outreach
h area. The City of Redding
progress/Technology Way
of these addresses are 1-2
nt.



Esri, NASA, NGA, USGS, FEMA | City of Redding GIS, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, M

Encampment Name?	Address or General Location?	Estimated Population?
The Hill	Campus Drive, Yreka, CA 96097, across from 2060 Campus Drive	50 (number is lower in the winter due to inclement weather).
the Greenway	A series of encampments on the greenway along Yreka Creek starting at Oberlin Road in Yreka, CA 96097.	50 (number is lower in the winter due to inclement weather).
Deer Creek	An encampment along Yreka Creek, Yreka, CA 96097	10 (number is lower in the winter due to inclement weather).
North Fork of Sacramento River	West of Lake Siskiyou in the Mount Shasta Area 96067.	Approximately 12 seasonal summer camps with an estimated 30-40 persons (number is lower and maybe zero in the winter due to inclement weather).
Mount Shasta City Park	1315 Nixon Rd, Mt Shasta, CA 96067	60 in summer. 10 in winter due to inclement weather.
Castle Lake	Castle Lake Rd, Mt Shasta, CA 96067	20 (number is likely zero in the winter due to inclement weather).

Siskiyou Meadow/Mount Shasta Library	515 E Alma St, Mt Shasta, CA 96067	10 (number is lower in the winter due to inclement weather).
Faery Falls	Near Faery Fall in the Mt Shasta, CA 96067 area.	5 (number may be lower in the winter due to inclement weather).
Highway 96 Bridge	HWY 96 Bridge across Indian Creek, Happy Camp, CA	5 or less (number may be lower in the winter due to inclement weather).
2nd Ave bridge	2nd Ave Bridge across Indian Creek, Happy Camp, CA	5 or less (number may be lower in the winter due to inclement weather).
Manfredi's	To the right of the Manfredi's Food & Gas Depot business (6920 Dunsmuir Ave, Dunsmuir, CA 96025).	4 (number may be lower in the winter due to inclement weather).
Sacramento River	temporary transient encampments along Sacramento River through Dunsmuir, CA 96025 (colloquially referred to as train hoppers as the railroad passes through Dunsmuir).	4 (number is lower in the winter due to inclement weather).
Upper Hill	A hillside near the I5 which passes through Dunsmuir, CA 96025.	6 (number is lower in the winter due to inclement weather).

Old Theater

5741 Dunsmuir Ave, Dunsmuir, CA 3
96025

Dollar General/Boles Creek	185 Boles St, Weed, CA 96094	12 (number may be lower in the winter due to inclement weather).
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Pilot	Behind Pilot gas station (395 E Vista Dr, Weed, CA 96094).	12 (number may be lower in the winter due to inclement weather).
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What are the region's specific plans to address this encampment?	What are the Key Milestone Dates to carry out the described plan?	ERF Status (site funded by ERF; Yes/No)
The City of Yreka is planning to remove the encampments with assistance from County HHSA to connect individuals to shelters and resources.	The process is currently in the planning stages with the County, City, and homeless service providers. The City plans to provide a two week notice to the encampment in July of 2025. During the two week notice period, outreach staff will provide every available assistance to encampment residents.	No
The City of Yreka intends to remove the encampment immediately due to fire hazards.	The City of Yreka plans to complete the encampment cleanup during the month of July 2025. HHSA and partners have started working with individuals in the encampment to find resources and identify a plan for transitioning out of that location into shelters whenever possible.	No
The City of Yreka is planning to remove the encampments with assistance from County HHSA to connect individuals to shelters and resources.	The process is currently in the planning stages with the County, City, and homeless service providers. The City of Yreka will focus on the two priority encampments and then move on to other sites.	No
The City of Mount Shasta and Siskiyou County do not allow permanent camping on public property. HHSA will conduct outreach to individuals in encampments to offer all available resources.	These encampments are highly dynamic and seasonal, requiring flexible planning. No specific timeline has been identified as encampments often fluctuate in presence. HHSA will monitor typical encampment sites to conduct outreach as necessary.	No
The City of Mount Shasta does not allow permanent camping on public property. HHSA will conduct outreach to individuals in encampments to offer all available resources.	These encampments are highly dynamic and seasonal, requiring flexible planning. No specific timeline has been identified as encampments often fluctuate in presence. HHSA will monitor typical encampment sites to conduct outreach as necessary.	No
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The City of Dunsmuir discourages permanent camping on public property. HHSA will conduct outreach to individuals in encampments to offer all available resources.	These encampments are highly dynamic and seasonal, requiring flexible planning. No specific timeline has been identified as encampments often fluctuate in presence. HHSA will monitor typical encampment sites to conduct outreach as necessary.	No
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The City of Weed discourages permanent camping on public property. HHSA will conduct outreach to individuals in encampments to offer all available resources.	These encampments are highly dynamic and seasonal, requiring flexible planning. No specific timeline has been identified as encampments often fluctuate in presence. HHSA will monitor typical encampment sites to conduct outreach as necessary.	No
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The City of Weed discourages permanent camping on public property. HHSA will conduct outreach to individuals in encampments to offer all available resources.	These encampments are highly dynamic and seasonal, requiring flexible planning. No specific timeline has been identified as encampments often fluctuate in presence. HHSA will monitor typical encampment sites to conduct outreach as necessary.	No
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are there current plans to submit an ERF application to address this site?	Lead entity for addressing this encampment
--	--

No	City of Yreka as well as HHSA and its partner providers
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No	City of Yreka as well as HHSA and partner providers
----	---

No	City of Yreka as well as HHSA and partner providers
----	---

No	HHSA is the lead entity for conducting outreach to persons living in encampments. HHSA will work in partnership with local cities and law enforcement as appropriate
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SUMMARY OF ORDINANCE NO. 2024-13
ADOPTED ON DECEMBER 17, 2024
BY THE LASSEN COUNTY BOARD OF SUPERVISORS

The ordinance adds Chapter 9.75 (Unlawful camping on public property and obstruction of public rights of way) to the Lassen County Code to regulate camping on County owned or operated public property.

A complete copy of the ordinance is available for review in the office of the Clerk of the Board of Supervisors.

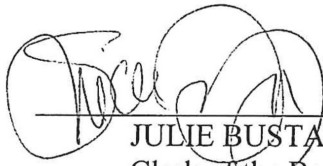
The ordinance was adopted by the following vote:

AYES: Supervisors Albaugh, Gallagher, Bridges, Neely, and Ingram.

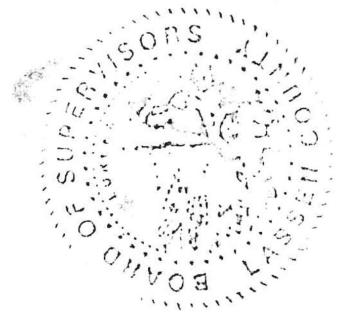
NOES: None.

ABSTAIN: None.

ABSENT: None.

 (Deputy)

JULIE BUSTAMANTE
Clerk of the Board



ORDINANCE NO. 2024-13

Ordinance Adding Chapter 9.75 (Unlawful camping on public property and obstruction of public rights of way) to the Lassen County Code.

The following ordinance, consisting of two sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Lassen, State of California, at a regular meeting of the Board of Supervisors held on the 17th day of December, 2024, by the following vote:

AYES: Supervisors Albaugh, Gallagher, Bridges, Neely, and Ingram.

NOES: None.

ABSTAIN: None.

ABSENT: None.

Jason Albaugh
Chairman of the Board of Supervisors,
County of Lassen, State of California

Attest:
JULIE BUSTAMANTE
Clerk of the Board

By: MICHELE YDERRAGA, Deputy Clerk of the Board

I, MICHELE YDERRAGA, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, do hereby certify that the foregoing ordinance was adopted by the said Board of Supervisors at a regular meeting thereof held on the 17th day of December, 2024.

[Signature]
Deputy Clerk of the County of Lassen Board of Supervisors



**THE BOARD OF SUPERVISORS OF THE COUNTY OF LASSEN
ORDAINS AS FOLLOWS:**

SECTION ONE: This ordinance shall take effect thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of the County of Lassen, State of California.

SECTION TWO: Chapter 9.75 is hereby added to the Lassen County Code to read as follows:

Chapter 9.75 Unlawful camping on public property and obstruction of public rights of way

9.75.010 Purpose and Intent

This Chapter is intended to protect public property within the unincorporated area of Lassen County from the destruction, degradation, and littering that may accompany prolonged Camping or Squatting and allow public spaces to be used for their intended purpose. Publicly accessible areas under the jurisdiction of the County of Lassen should be readily available and usable for the safe, healthy, and peaceable enjoyment of the public at large. The use of public areas for Camping purposes or storage of personal property interferes with the rights of others to use and access these areas in a safe, healthy and peaceable manner within the purposes for which they are intended. The purpose and intent of this chapter, pursuant to Penal Code section 372, is to establish standards and prohibitions for behaviors related to public Camping, bathing or other offenses that are detrimental to the preservation of public property and the health, safety and welfare of the public accessing Public Property or traversing public rights of way; and to ensure and maintain publicly accessible areas in a safe and sanitary manner, and for the peaceable use and enjoyment for the public at large.

9.75.015 Enforcement Officer

The persons authorized by the county of Lassen to enforce this chapter are as follows:

- (a) The Director of Planning and Building Services (which includes designations in existing provisions of Lassen County Code referring to the director of community development), and/or his or her designee; and
- (b) The Sheriff and/or his or her designee; and
- (c) The Director of Health and Social Services and/or his or her designee; and
- (d) The Director of Public Works and/or his or her designee; and

- (e) Any other person designated by resolution of the Lassen County Board of Supervisors either by name or classification and either for a particular case or as a function of their respective classification, as specified in the resolution.

Any person authorized to enforce this chapter identified above shall be known for all purposes pursuant to this chapter as the “enforcing officer.”

9.75.020 Definitions

The following terms, used in this Chapter, shall have the assigned meanings:

1. **Camping.** “Camping” is defined as residing in or using any public or private property for one or more nights as living accommodation, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings (including, but not limited to clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire or using any tents, regularly cooking meals, or living in a parked vehicle. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person(s) is using public property as a living accommodation for one or more nights.
2. **Camp Paraphernalia.** “Camp Paraphernalia” shall mean but is not limited to tents, tarpaulins, cots, beds, sleeping bags, hammocks, lawn chairs, cooking or heating facilities and similar equipment. The above and other similar items shall be considered “Camp Paraphernalia” when it reasonably appears, in light of all the circumstances that a person is using said items for one or more nights, with the intent to Camp.
3. **County Owned Public Property.** “County Owned Public Property” shall mean any land owned or maintained by the County, including, but not limited to, streets, easements, parks, dump sites, creek beds, electric utility substations, parking lots, alleys, vacant land, or corporation yards.
4. **Squat.** “Squat” or “Squatting” is defined as unlawfully settling on another's land, whether said land be public or private, without express legal title or authority to do so, or entering upon another's land in bad faith claiming the right to do so without proper written authority to do so being provided to the satisfaction of the Director of the Planning and Building Services Department. Any Camping that may occur on public lands that does not meet the requirements of this Chapter is also considered Squatting. Squatting is strictly prohibited in Lassen County.

9.75.025 Camping on Public Property

- (a) Camping or Squatting on County Owned or operated Public Property not specifically designated for day/or overnight campgrounds is prohibited in the County, except under the following circumstances:
 - 1. Except as may be permitted within parks or other County owned property as determined by the Board of Supervisors, upon recommendation and findings of appropriate conditions from the Director of the Planning and Building Services Department and/or the Director of the Public Works Department; or
 - 2. Except as approved by the Sheriff and/or the County Administrative Officer.
- (b) No individual shall obstruct a street, sidewalk, alleyway, trail, county highway (as defined in sections 25, 960.5 and 1480 of the California Streets and Highway Code, or as amended), entrance to public facilities, or other public right of way (as defined by the Americans with Disabilities Act of 1990, or as amended) by sitting, lying or sleeping, or using or storing personal property in, or upon any public road or other public right of way.
- (c) In addition to any other remedy provided by law, any person found in violation of this chapter may be immediately removed from the premises by enforcement officers and peace officers.
- (d) Nothing in this ordinance shall prohibit the possession or transportation of Camping facilities or materials on public property, unless otherwise in violation of County Code.

9.75.035 Abatement of Encampments and Camp Facilities and Materials

- (a) Notwithstanding Section 9.75.025(c), the County may abate or remove camp facilities and materials, or an encampment established in violation of this chapter after providing written notice 72 hours before such abatement. Any camp facilities and materials, or encampments established in violation of this chapter may be subject to abatement without advance written notice by the County, if the encampment poses an imminent and substantial threat to public health or safety, as determined by the Sheriff and upon consultation with the public health officer.
- (b) Abatement pursuant to this section may include, but is not limited to, removal of camp facilities and materials, trash, debris, junk, hazardous waste, infectious waste, and vehicles. Any personal property identified and left behind shall be stored and subject to retrieval pursuant to policies and procedures developed by the Sheriff

9.75.040 Violations

Violations of this Chapter are also a violation of Section 370 of the Penal Code. Any such violation of this Chapter may be charged as a misdemeanor, punishable by confinement of up to six months in jail and/or fines up to \$500 per violation.

Any individual charged with violation of this chapter, in lieu of being taken to jail may, at the election of the citing peace officer and with the consent of the individual, be taken to a facility providing social services related to mental health, housing, and/or substance abuse treatment.

9.75.045 Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

State of California, County of Siskiyou
Board of Supervisors
Minute Order, August 13, 2024

County Administration - Discussion, direction and possible action re Resolution establishing an Encampment Removal Policy consistent with California Governor Gavin Newsom's Executive Order N-1-24. Resolution 24-136 adopted.

County Administrator Angela Davis provided an overview of the request, including the Governor's Executive Order. Ms. Davis advised that the Policy would be used on County-owned property and rights-of-way.

Following discussion between members of the Board and Ms. Davis regarding the anticipated use of the Policy, various County Departments' roles and the Priority Levels 1 and 2 for determining the status and assessing encampments, it was moved by Supervisor Valenzuela, seconded by Supervisor Haupt and carried, following a roll call vote with Supervisors Haupt, Valenzuela, Criss, Ogren and Kobseff voting YES to adopt the Resolution 24-136 and authorize the Chairman to sign.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: Laura Bynum, County Clerk and ex-Officio Clerk of the
Siskiyou County Board of Supervisors.



By: _____
Deputy

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular ☒ Time Requested: 10 Min Meeting Date: August 13, 2024 1B

OR

Consent ☐

Contact Person/Department: Elizabeth Nielsen Phone: 530-842-8012

Address: 1312 Fairlane Road, Suite 1

Res 24-136

Person Appearing/Title: Angela Davis, County Administrator

Subject/Summary of Issue:

On July 25th, 2024, California Governor Gavin Newsom issued Executive Order N-1-24, attached as part of this agenda item, directing all state agencies and departments to adopt policies generally consistent with California Department of Transportation's (DOT) Maintenance Policy Directive 1001-R-1, to address encampments on state property that pose threats to life, health, and safety, while partnering with local governments and nonprofit providers to facilitate offers of shelter and supportive services in advance of a removal. The Executive Order encouraged local governments to adopt policies consistent with the Order.

This resolution as presented to the Board, details Siskiyou County's policy for removing encampments on County-owned property and rights-of-way. This policy is consistent with the DOT Directive, which is attached as part of this agenda item and County department stakeholders were involved in the composition of this resolution.

It is recommended the Board adopt the resolution and authorize the Chairman to sign.

Financial Impact:

NO	<input checked="" type="checkbox"/>	Describe why no financial impact:
YES	<input type="checkbox"/>	Describe impact by indicating amount budgeted and funding source below
Amount: _____		
Fund: _____	Description: _____	Org.: _____ Description: _____
Account: _____	Description: _____	
Local Preference: YES <input type="checkbox"/> NO <input type="checkbox"/>		
For Contracts – Explain how vendor was selected:		
Additional Information:		

Recommended Motion:

It is recommended that the Board adopt the resolution and authorize the Chairman to sign.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) _____

Quantity: _____

Other: _____

*10/13/24
to CAO
8/14/24*

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

Revised 8/09/2021

Resolution No. 24-136

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SISKIYOU ESTABLISHING AN ENCAMPMENT REMOVAL POLICY**

WHEREAS, California is experiencing a homelessness crisis decades in the making, with over 180,000 people estimated to have experienced homelessness in 2023, including 123,000 people who have experienced unsheltered homelessness, living in tents, trailers, and vehicles throughout the State; and

WHEREAS, in Siskiyou County in 2023, there were approximately 507 people estimated to have experienced homelessness, which represents 20% of the estimated homeless total of the NorCal Continuum of Care region, which encompasses the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; and

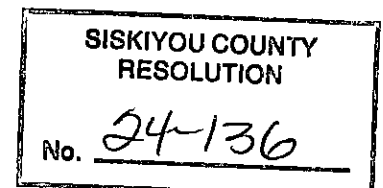
WHEREAS, in June 2024, the Supreme Court issued its decision in *City of Grants Pass v. Johnson et. al*, reversing the Court of Appeals for the Ninth Circuit, and finding that generally applicable laws regulating camping on public property, which are enforced through tickets and fines, do not constitute “cruel and unusual punishment” prohibited by the Eighth Amendment even when the number of homeless exceed the number of shelter beds available. The Court recognized that “[h]omelessness is complex” and that “[i]ts causes are many” and “[s]o may be the public policy responses required to address it”, which are best left to the people and their elected representatives; and

WHEREAS, thereafter on July 25th, 2024, California Governor Gavin Newsom issued Executive Order N-1-24, directing all state agencies and departments to “adopt policies, generally consistent with California Department of Transportation’s Maintenance Policy Directive 1001-R-1 (the “DOT Directive”), to address encampments on state property, including through partnerships with other state and local agencies, and shall prioritize efforts to address encampments consistent with such policy”; and

WHEREAS, Governor Newsom’s Executive Order encouraged local governments to adopt policies consistent with his Order; and

WHEREAS, the County desires to adopt a policy consistent with the DOT Directive to provide guidance to County departments regarding encampment removal, and to recognize the importance of addressing the health and safety of Persons Experiencing Homelessness (PEH) on County-owned property and rights-of-way, the public, first responders and adjacent neighborhoods, including addressing fire risks; and maintaining the integrity, functionality, and safety of the County’s infrastructure and public spaces.

NOW THEREFORE, BE IT RESOLVED by the Siskiyou County Board of Supervisors, that the following policy directives be adopted and utilized to remove encampments from County-



owned property and rights-of-way, prioritizing to the extent possible those encampments that most threaten the life, health, and safety of those in and around them:

A. Site Assessment - When feasible, a site assessment should be performed by Code Enforcement and include:

1. Prioritization of each encampment as either a Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) or a Priority Level 2 (Removal Needed).
 - a. Priority Level 1 (Critical Priority for Expeditious/ Urgent Removal) - Critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This is limited to exigent circumstances. Non-exclusive examples include: the encampment is on or near an unstable structure at risk of collapse; the encampment is close to traffic and the PEH in the encampment are at immediate risk of getting hit by vehicles; PEH are living within a confined space, such as a bridge cell.
 - b. Priority Level 2 (Removal Needed) - All other encampments.

B. Site Assessment Action Items and Considerations

1. When appropriate, the Sheriff's Office should be contacted in advance to assist in initial site assessment.
2. The Health and Human Services Agency should contact service providers and request outreach services for PEH at the encampment.
3. Environmental Health staff should evaluate the site for any hazards unique to the encampment that will require specialized hazardous materials handling, disposal, or site remediation.
4. If appropriate, Facilities Maintenance or designee should evaluate potential mitigation efforts related to landscaping to prevent future encampments.

C. Notice

1. Priority Level 1
 - a. No advance posted Notice to Vacate is required.
 - b. The Sheriff's Office should be present during operations.
 - c. Health and Human Services should be present during operations.
 - d. If circumstances reasonably allow for advance notice, then Code Enforcement shall give as much advance notice as is reasonable under the circumstances, to be determined on a case-by-case basis.
 - e. If advance written notice is not given and if property was collected during the removal, an after-encampment "removal advisory" shall be posted in a prominent location near where the encampment was removed providing information describing where items were removed from, a contact phone number and address for reclaiming collected property, including the date by which property must be reclaimed.
 - f. Time-stamped photographs or videos should be taken of the "removal advisory."

2. Priority Level 2

- a. Code Enforcement shall post Notice to Vacate at least 48 hours before beginning encampment removal.
 - b. The Sheriff's Office shall be present during the posting of Notice to Vacate.
 - c. Health and Human Services shall be present during the posting of Notice to Vacate.
 - d. Location of Posted Notice to Vacate - Written Notice to Vacate should be posted at each major point of ingress/egress in a conspicuous manner.
 - e. If prevented from posting the Notice to Vacate because of hostility, interference, or any other action from persons on site, posting should not be attempted until the Sheriff's Office mitigates the situation.
 - f. Time-stamped photographs or videos should be taken of the posted Notices to Vacate.
3. Paper Notices to Vacate should be enclosed in sheet protectors to protect against weather.
4. Paper Notices to Vacate shall be filled out completely and include:
- a. Posting date and time.
 - b. Location.
 - c. "Vacate by" date and time.
 - d. Telephone number and address for assistance in obtaining property collected during a removal.
 - e. Date by which property must be collected from the County before it is discarded.
 - f. Removal start and end dates.

D. Removal Operations

1. Environmental Health will be responsible for removal operations. When a removal operation involves a County Road and/or bridge and/or rights of way, Environmental Health shall coordinate with Public Works, and Public Works should be present during removal operations.
2. Environmental Health should evaluate the site to identify and plan for removal of any hazardous materials.
3. Health and Human Services shall be present to provide required services to PEH.
4. Where advance written notice is given, removal work shall begin on the date written on the Notice to Vacate and shall begin no earlier than the time written on the Notice to Vacate. If removal work does not begin on the date written on the Notice to Vacate, the location must be reposted before removal operations may begin. If prevented from removal work because of hostility, interference, or any other action from persons on site, removal work should not be attempted until the Sheriff's Office mitigates the situation. No further posting is necessary once the County workforce and/or contractors arrive for removal operations and will continue from day to day until completed.

5. Before work at the encampment site, the Sheriff's Office shall be present. Do not begin removal operations when PEH are in the immediate vicinity. Any PEH who remain on site when the County or its contractors arrive to begin the removal shall be given a reasonable amount of time to remove possessions before any removal begins.
6. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.
7. When possible, equipment should be used to gather, pile, and load encampment debris to reduce exposure and contamination.
8. Any personal property that is collected should be stored in a secured location by the County for not less than 60 days, then discarded if not claimed.
9. Collected personal property should be time-stamped photographed and shall be inventoried by describing and labeling the items and identifying the encampment location and the removal date.

E. Items To Be Collected (Bagged and Tagged) and Stored

1. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored by Health and Human Services. The following items shall be collected:
 - a. Items of apparent value - defined as items having an apparent value of \$50 or more.
 - b. Items of apparent personal value including but not limited to:
 - i. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment.
 - ii. Tents (habitable and uncontaminated).
 - iii. Personal papers such as photographs, albums, ID's, bank statements, legal papers, etc.
 - iv. Bicycles, scooters, strollers in good repair.
 - v. Backpacks and containers that appear to be in good condition and have been determined by Environmental Health to be free of materials described in Section F(I)(a)-(f) below.
2. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items.

F. Items That Will Not Be Collected

1. Items that present an immediate health or safety risk, such as:
 - a. Toxic sharps: needles, scissors, knives.
 - b. Chemicals: bleach, paint, oils, etc.
 - c. Items (including bedding and clothing) soiled by infectious materials: human waste, bodily fluids.
 - d. Moldy, mildewed items.
 - e. Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.

- f. Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
 - g. Backpacks and closed containers that have been determined by Environmental Health to contain items listed in (a)-(f) above or items (3), (4), (5), or (6) below. Such backpacks and closed containers may be discarded where no Environmental Health staff is present to make a determination.
 - h. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, employees/contractor may dispose of the entire pile of belongings and are not required to sort through and attempt to remove the health or safety risks. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.
2. Mattresses: furniture with fabric, padding, or is porous; sheds, structures, rolling structures, and bulky items. Sheds, structures, or rolling structures may be demolished if not removed by PEH prior to the encampment removal. A "bulky item" is any single item that is over 50 pounds and requires more than two people to safely lift.
 3. Perishable items, perishable food.
 4. Controlled substances, drugs with or without prescription and medications of any kind. [Should be handled by Environmental Health and/or by the Sheriff's Office.]
 5. Contraband, weapons and illegal items. [Shall be handled by the Sheriff's Office.]
 6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture which constitutes abandoned property or trash.
 - a. If employees/contractors have a reasonable doubt as to whether an item constitutes trash, it should be collected and stored. Employees/contractors should exercise their best judgment in determining which items should be collected and stored.
 7. Motor vehicles should be handled as provided in the State Vehicle Code and County Code.

G. Reclaiming Collected Personal Property

1. Persons attempting to retrieve property collected during a removal operation shall give the location of the encampment where the property was collected, describe where and when the personal property was last in their possession, and provide a description of the item(s). The person retrieving the property shall sign and date a document acknowledging receipt of the property. If requested, a receipt should be given to the person retrieving the property.

H. Record Keeping

1. An After-Action Report should be submitted by Environmental Health to Health and Human Services within one week of a completed encampment removal.
2. A file should be created for each encampment removal and retained for 4 years by Environmental Health, and should contain:

- a. Photographs and/or videos taken in connection with the removal effort.
- b. Writings reflecting assessments, evaluations, summaries, receipts and notices connected with the encampment removal, items collected, and items retrieved, if any.
- c. Name(s) of the contractor(s) involved in the removal.
- d. Name(s) of the social service providers.
- e. Names and badge number(s) of Sheriff or other law enforcement involved in the encampment removal.
- f. Completed Encampment Removal Request Forms.
- g. Collected Personal Property Forms and receipts.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Siskiyou on August 13, 2024, by the following vote:

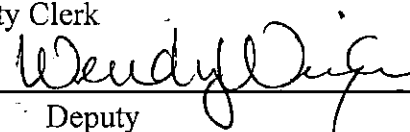
AYES: Supervisors Haupt, Valenzuela, Criss, Ogren and Kobseff
 NOES: None
 ABSENT: None
 ABSTAIN: None


 Michael Kobseff, Chair
 Siskiyou County Board of Supervisors

ATTEST: :

Laura Bynum,
 County Clerk

By


 Deputy

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-1-24

WHEREAS California is experiencing a homelessness crisis decades in the making, with over 180,000 people estimated to have experienced homelessness on any given night in 2023, including 123,000 people who experienced unsheltered homelessness, living in tents, trailers, and vehicles across the state; and

WHEREAS within the first year of my Administration I fast-tracked the development of shelter through Executive Order N-23-20, which directed departments to assess and facilitate the use of available state land and resources for short-term emergency homeless shelters; and

WHEREAS since the beginning of my Administration, the State has made unprecedented investments to address the homelessness crisis head on, investing more than \$24 billion across multiple state agencies and departments, including \$4.85 billion in flexible funding to local jurisdictions to prevent and reduce homelessness through Homeless Housing, Assistance and Prevention grants, \$1 billion in Encampment Resolution Funding to assist local jurisdictions in providing services and supports to people living in encampments, and \$3.3 billion to rapidly expand housing for persons experiencing homelessness through Homekey; and

WHEREAS the State has redoubled its commitment to holding local jurisdictions accountable to reduce homelessness, including by strengthening and enforcing requirements that local jurisdictions plan for their fair share of housing and by conditioning state homelessness funding on rigorous reporting and measurable performance metrics; and

WHEREAS it is imperative to act with urgency to address dangerous encampments, which subject unsheltered individuals living in them to extreme weather, fires, predatory and criminal activity, and widespread substance use, harming their health, safety, and well-being, and which also threaten the safety and viability of nearby businesses and neighborhoods and undermine the cleanliness and usability of parks, water supplies, and other public resources; and

WHEREAS while every jurisdiction must do more to address encampments, state and local agencies taking proactive steps to remove encampments have been stymied in those efforts by lawsuits and injunctions, leaving officials without the tools or guidance necessary to address the crisis on their streets; and

WHEREAS in September 2023, I called on the United States Supreme Court to grant review in *City of Grants Pass v. Johnson* to clarify that state and local officials can take reasonable actions to resolve encampments while respecting the humanity of all Californians; and

WHEREAS in June 2024 the Supreme Court overturned Ninth Circuit Court of Appeals precedent that restricted the government's authority to enforce laws regulating encampments, recognizing that jurisdictions may tailor their enforcement practices to reflect policy-driven approaches to addressing homelessness; and

WHEREAS with the threat of these types of injunctions removed, there is no longer any barrier to local governments utilizing the substantial resources

provided by the State, in tandem with federal and local resources, to address encampments with both urgency and humanity, or excuse for not doing so; and

WHEREAS guidelines that prioritize offers of shelter and services as a first step to resolving any encampment best respect the dignity of every Californian and provide meaningful paths to ending homelessness; and

WHEREAS the California Interagency Council on Homelessness leads California's efforts to prevent and end homelessness; and

WHEREAS the California Department of Transportation maintains a policy directive that prioritizes removal of encampments that pose threats to life, health, and safety, while partnering with local governments and nonprofit providers to facilitate offers of shelter and supportive services in advance of a removal; and

WHEREAS the California Department of Transportation has, since July 2021, removed 11,188 encampments and 248,275 cubic yards of debris from these encampments along the state rights of way.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) Agencies and departments subject to my authority shall adopt policies, generally consistent with California Department of Transportation's Maintenance Policy Directive 1001-R1, to address encampments on state property, including through partnerships with other state and local agencies, and shall prioritize efforts to address encampments consistent with such policy. Such policies shall include the following:
 - a. Whenever feasible, site assessment in advance of removal operations to determine whether an encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate removal of the encampment.
 - b. Where exigent circumstances exist, as much advance notice to vacate as reasonable under the circumstances.
 - c. Where no exigent circumstances exist, posting of a notice to vacate at the site at least 48 hours prior to initiating removal.
 - d. Contacting of service providers to request outreach services for persons experiencing homelessness at the encampment.
 - e. Collection, labeling, and storage for at least 60 days of personal property collected at the removal site that is not a health or safety hazard.
- 2) All departments and agencies not under my authority are requested to adopt policies consistent with the guidelines in Paragraph 1.
- 3) Local governments are encouraged to adopt policies consistent with this Order and to use all available resources and infrastructure,

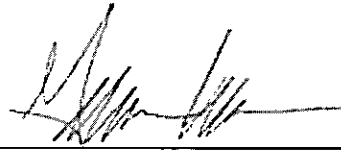
including resources provided by the State's historic investments in housing and intervention programs where appropriate and available, to take action with the urgency this crisis demands to humanely remove encampments from public spaces, prioritizing those encampments that most threaten the life, health, and safety of those in and around them.

- 4) The California Interagency Council on Homelessness shall develop guidance and provide technical assistance consistent with this Order for local governments to follow in implementing their local homelessness programs.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 25th day
of July.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

MAINTENANCE POLICY DIRECTIVE	NUMBER MPD 1001-R1	PAGE 1 OF 7
	DATE ISSUED 10/10/2022	EFFECTIVE DATE 10/10/2022
SERGIO ACEVES Chief, Division of Maintenance	SIGNATURE <i>Sergio Aceves</i>	

DISTRIBUTION

- | | |
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SUBJECT

Division of Maintenance - Encampment Removal Policy

DOES THIS DIRECTIVE AFFECT OR
SUPERSEDE ANOTHER DOCUMENT?

☒ YES ☐ NO

IF YES, DESCRIBE

Volume 1, Chapter 1, section 1.07.3
MPD 1001, issued August 16, 2010
MPD 2002-R9

WILL THIS DIRECTIVE BE INCORPORATED
IN THE MAINTENANCE MANUAL?

☒ YES ☐ NO

IF YES, DESCRIBE

Volume 1, Chapter 1, section 1.07.3
This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

DIRECTIVE

The California Department of Transportation (Caltrans) does not permit encampments on its Right-of-Way. Caltrans' goal is to maintain the integrity of the transportation network. Encampments degrade highway infrastructure and impact the maintenance and operation of the highway facilities. Removal of encampments mitigates health, safety, access, and concealment issues for Persons Experiencing Homelessness (PEHs), the traveling public, adjacent neighborhoods, Caltrans staff and first responders. For these reasons, Caltrans' Right-of-Way is not suitable for encampments. This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

- A. Site Assessment** - When feasible, a site assessment should be performed by Maintenance staff and include:
1. Prioritization of each encampment as either a Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) or a Priority Level 2 (Removal Needed).
 - a. Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) - Critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This is limited to exigent circumstances. Non-exclusive examples include: the encampment is on or near an unstable structure at risk of collapse; the encampment is close to traffic and the PEH in the encampment are at immediate risk of getting hit by vehicles; PEH are living within a confined space, such as a bridge cell.
 - b. Priority Level 2 (Removal Needed) - All other encampments.
- B. Site Assessment Action Items and Considerations**
1. When appropriate, the California Highway Patrol (CHP) should be contacted in advance to assist in initial site assessment.
 2. The District Encampment Coordinator or staff should contact service providers and request outreach services for PEH at the encampment.
 3. District Hazmat Coordinator or other hazmat-trained staff should evaluate the site for any hazards unique to the encampment that will require specialized hazardous materials handling, disposal, or site remediation.
 4. If appropriate, the District Landscape Architect or designee should evaluate potential mitigation efforts related to landscaping to prevent future encampments.
- C. Notice**
1. Priority Level 1
 - a. No advance posted Notice to Vacate is required.
 - b. CHP should be present during operations.
 - c. If circumstances reasonably allow for advance notice, then give as much advance notice as is reasonable under the circumstances, to be determined on a case-by-case basis.
 - d. If advance written notice is not given and if property was collected during the removal, an after encampment “removal advisory” shall be posted in a prominent location near where the encampment was removed providing information describing where items were removed from, a contact phone number for reclaiming collected property, including the date by which property must be reclaimed.
 - e. Time-stamped photographs or videos should be taken of the “removal advisory.”
 2. Priority Level 2
-

- a. Post Notice to Vacate at least 48 hours before beginning encampment removal.
 - b. CHP shall be present during the posting of Notice to Vacate.
 - c. Location of Posted Notice to Vacate - Written Notice to Vacate should be posted at each major point of ingress/egress in a conspicuous manner.
 - d. If prevented from posting the Notice to Vacate because of hostility, interference, or any other action from persons on site, posting should not be attempted until CHP mitigates the situation.
 - e. Time-stamped photographs or videos should be taken of the posted Notices to Vacate.
3. Paper Notices to Vacate should be enclosed in sheet protectors to protect against weather.
 4. Paper Notices to Vacate shall be filled out completely and include:
 - a. Posting date and time.
 - b. Location.
 - c. "Vacate by" date and time.
 - d. Telephone number for assistance in obtaining property collected during a removal.
 - e. Date by which property must be collected from Caltrans before it is discarded.
 - f. Removal start and end dates.

D. Removal Operations

1. Before work at encampment site, CHP shall be present. Do not begin removal operations when PEH are in the immediate vicinity. Any PEH who remain on site when Caltrans or its contractors arrive to begin the removal shall be given a reasonable amount of time to remove possessions before any removal begins.
 2. Where advance written notice is given, removal work shall begin on the date written on the Notice to Vacate and shall begin no earlier than the time written on the Notice to Vacate. If removal work does not begin on the date written on the Notice to Vacate, the location must be reposted before removal operations may begin. If prevented from removal work because of hostility, interference, or any other action from persons on site, removal work should not be attempted until CHP mitigates the situation. No further posting is necessary once Caltrans workforce and/or contractors arrive for removal operations and will continue from day to day until completed.
 3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.
 4. Hazardous Materials trained personnel should evaluate the site to identify and plan for removal of any hazardous materials.
 5. When possible, equipment should be used to gather, pile, and load encampment debris to reduce exposure and contamination.
 6. Any personal property that is collected should be stored in a secured location by Caltrans for not less than 60 days, then discarded if not claimed.
 7. Collected personal property should be time-stamped photographed and shall be inventoried by
-

describing and labeling the items and identifying the encampment location and the removal date.

E. Items To Be Collected (Bagged and Tagged) and Stored

1. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored. Caltrans employees and contractors shall collect the following items:
 - a. Items of apparent value - defined as items having an apparent value of \$50 or more.
 - b. Items of apparent personal value including but not limited to:
 - i. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment.
 - ii. Tents (habitable and uncontaminated).
 - iii. Personal papers such as photographs, albums, ID's, bank statements, legal papers, etc.
 - iv. Bicycles, scooters, strollers in good repair.
 - v. Backpacks and containers that appear to be in good condition and have been determined by a Caltrans hazmat contractor to be free of materials described in Section F(1)(a)-(f) below. [Caltrans's current policy is not to collect backpacks and closed containers due to potential safety issues].
2. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items.

F. Items That Will Not Be Collected

1. Items that present an immediate health or safety risk, such as:
 - a. Toxic sharps: needles, scissors, knives.
 - b. Chemicals: bleach, paint, oils, etc.
 - c. Items (including bedding and clothing) soiled by infectious materials: human waste, bodily fluids.
 - d. Moldy, mildewed items.
 - e. Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
 - f. Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
 - g. Backpacks and closed containers that have been determined by a Caltrans hazmat contractor to contain items listed in (a)-(f) above or items (3), (4), (5), or (6) below. Such backpacks and closed containers may be discarded where no hazmat contractor is present to make a determination.
 - h. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, employees/contractor may dispose of the entire pile of belongings and are not required to sort through and attempt to remove the health or safety risks. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.
-

2. Mattresses: furniture with fabric, padding, or is porous; sheds, structures, rolling structures, and bulky items. Sheds, structures, or rolling structures may be demolished if not removed by PEH prior to the encampment removal. A “bulky item” is any single item that is over 50 pounds and requires more than two persons to safely lift.
3. Perishable items, perishable food.
4. Controlled substances, drugs with or without prescription and medications of any kind. [Should be handled by hazmat trained personnel and/or by CHP.]
5. Contraband, weapons and illegal items. [Should be addressed as provided in the Maintenance Manual and/or as directed by CHP.]
6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture which constitutes abandoned property or trash.
 - a. If employees/contractors have a reasonable doubt as to whether an item constitutes trash, it should be collected and stored. Employees/contractors should exercise their best judgment in determining which items should be collected and stored.
7. Motor vehicles should be handled as provided in the Vehicle Code.

G. Reclaiming Collected Personal Property

1. Persons attempting to retrieve property collected during a removal operation shall give the location of the encampment where the property was collected, describe where and when the personal property was last in their possession, and provide a description of the item(s). The person retrieving property shall sign and date a document acknowledging receipt of the property. If requested, a receipt should be given to the person retrieving property.

H. Record Keeping

1. An After-Action Report should be submitted to the Headquarters office handling encampments (currently the Office of Homelessness & Encampments, aka OH&E) within one week of a completed encampment removal.
2. A file should be created for each encampment removal and retained for 4 years, and should contain:
 - a. Photographs and/or videos taken in connection with the removal effort.
 - b. Writings reflecting assessments, evaluations, summaries, receipts and notices connected with the encampment removal, items collected, and items retrieved, if any.
 - c. Name(s) of the contractor(s) involved in the removal.
 - d. Name(s) of the social service providers.
 - e. MAZEPP Daily Report forms and, if not reflected on the form, names and badge number(s) of CHP or other law enforcement involved in the encampment removal.
 - f. Completed Encampment Removal Request Forms.
 - g. Collected Personal Property Forms and receipts.

Attachment(s):

DEFINITIONS

When used in this Maintenance Policy Directive, the text shall be defined as follows:

- 1) **Standard** - a statement of required, mandatory, or specifically prohibited practice. All standards text appears in **bold** type. The verb **shall** is typically used. Standards are sometimes modified by Options.
- 2) Guidance - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgement or engineering study indicates the deviation to be appropriate. All Guidance statements text appears in underlined type. The verb should is typically used. Guidance statement are sometimes modified by Options.
- 3) Option - a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may contain allowable modifications to a Standard or Guidance. All Option statements text appears in normal type. The verb may is typically used.
- 4) Support - an informational statement that does not convey any degree of mandate, recommendation, authorization, prohibition, or enforceable condition. Support statements text appears in normal type. The verbs shall, should and may are not used in Support statements.

3.b. System Performance Measures Improvement Plan

Key Actions to Improve the Region's CA SPMs

SPM 1: At least one Key Action related to reducing CA SPM: “The number of people experiencing unsheltered homelessness”									
Key Action	How the Key Action will improve SPM	Lead entity	Collaborating entities	Suggested Milestones	Completion Date	Metric for success	Funding source(s)	How funding will contribute	How to ensure racial and gender equity
(HHAP-6 action) Motel/Hotel Vouchers	Provides low-barrier shelter while housing is arranged	Counties of Del Norte, Siskiyou	Shelter providers, Outreach teams, Faith-based partners	2027: Sustain or expand partnerships to ensure continued access to temporary lodging	2029	Expanded access to short-term lodging; number of people accessing services in HDIS	HHAP-6	Pays for hotel stays as short-term shelter	Provide motel/hotel vouchers with attention to equitable access and transitions to permanent housing
(HHAP-6 action) Operating Expenses - Interim Housing	Keeps interim sites open and fully utilized, reducing number of people sleeping outside	Counties of Del Norte, Plumas, Sierra, Siskiyou	Nonprofit shelter operators, Transitional housing providers, County facility teams	2028: Secure ongoing funding to maintain operations at key interim housing sites	2029	Interim beds remain open and operational; number of people accessing services in HDIS	HHAP-6	Funds operating costs for bridge and micro-shelter housing	Support interim sites serving populations with limited shelter alternatives
(HHAP-6 action) Interim Housing Services and Services Coordination	Supports transitions from shelter and streets to permanent housing	Counties of Del Norte, Siskiyou	Shelter case managers, Behavioral health providers	2027: Implement consistent case management and service protocols across all interim housing programs	2029	More exits to permanent housing; number of people accessing services in HDIS	HHAP-6	Covers staffing for navigation and case management in interim housing	Deliver low-barrier to entry and interim services that reflect the needs of diverse resident populations
(HHAP-6 action) Improvements to Existing Interim Housing	Improves shelter conditions to increase access and use	County of Del Norte	County maintenance departments, Shelter facility operators	2028: Complete facility upgrades that improve accessibility, safety, and resident experience	2029	Safe, upgraded shelter environments; number of people accessing services in HDIS	HHAP-6	Supports repairs and upgrades to existing shelter facilities	Direct facility upgrades to improve accessibility, safety, and dignity for all residents
(Previous HHAP action) CoC and all counties: Explore alternative shelter, transitional and permanent housing models that can be implemented regionally to take advantage of scale and economic feasibility (example is mobile home villages such as San Antonio TX has)	Creates scalable housing options to expand system capacity	CoC and Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofit agency partners	2028: Select at least one model for regional pilot and advance planning phase	2029	Review of housing inventories, PIT and HMIS data to track progress	PLHA, HHAP-5, HHIP, ESG	Funds analysis and planning of scalable regional housing models	Incorporate voices from diverse communities when assessing and selecting housing models
(Previous HHAP action) All counties: Pursue funding for both non-congregate and congregate shelters	Increases available shelter beds across all communities	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofit agency partners	2027: Achieve funding commitments for new or expanded shelter projects in multiple counties	2029	Review of housing inventories, PIT and HMIS data to track progress; number of people accessing services in HDIS	PLHA, HHIP, HHAP-5, ESG	Supports planning and resource development for new shelter projects	Ensure shelter planning includes input from underserved and high-barrier populations
(Previous HHAP action) All counties: Develop some form of a Housing Navigation Center in every county. The scale and form will be flexible in order to account for the varied resources available in each county such as staff, funding, buildings, etc.	Creates local access points that connect people to housing resources faster	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Northern Valley Catholic Social Services, Plumas Crisis Intervention and Resource Center, Del Norte Mission Possible, Lassen Works, TEACH Inc., Good News Rescue Mission	This key action from prior HHAP rounds is substantiated complete and will not use HHAP-6 funding	2026	Review of HMIS data to track progress; number of people accessing services in HDIS	HHAP-5, PLHA, ESG	Funds staffing, operations, and site costs for county-level navigation centers	Ensure programs reflect the lived experiences of those they serve
(Previous HHAP action) All counties: Engage in proactive efforts to hire outreach workers, case managers and housing navigators with lived experience who are Black/African American	Improves trust and engagement through representative staff, reducing unsheltered homelessness	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofits	2028: Hiring practices reflect increased representation of Black/African American staff with lived experience in outreach and housing roles	2029	Review of HMIS data to track progress; number of people accessing services in HDIS	HHAP-5	Strengthens outreach and services reflective of impacted populations	Ensure programs reflect the lived experiences of those they serve
(Previous HHAP action) Lassen County: expand the existing street outreach program to include more hours and more locations throughout the County. Activity Not Included in HHAP-6 Request	Expands outreach reach and coverage, increasing connections to shelter and housing	Lassen County Health and Social Services	City of Susanville, Lassen County Public Health	2027: Expanded outreach team providing consistent coverage across priority geographic areas	2027	Improve tracking services in HMIS; number of people accessing services in HDIS	HHAP-3 and HHAP-4	Expands capacity and reach of local outreach efforts	Prioritize outreach to underserved and rural communities

SPM 2: At least one Key Action related to increasing CA SPM “the number of people exiting homelessness into Permanent Housing”									
Key Action	How the Key Action will improve SPM	Lead entity	Collaborating entities	Milestones	Completion Date	Metric for success	Funding source(s)	How funding will contribute	How to ensure racial and gender equity
(HHAP-6 action) Rapid Rehousing/Rental Subsidies	Quickly places people into housing with short-term support	Counties of Del Norte, Lassen, Modoc, Siskiyou	Housing Authorities, Nonprofit service providers, CBOs with rental assistance, CoC	2027: Expand use of rental assistance in coordination with housing providers	2029	More households stably housed; success in pursuing family reunification strategy	HHAP-6	Covers deposits and short-term rent for people exiting homelessness	Implement RRR with flexible supports for those facing systemic housing barriers
(HHAP-6 action) Operating Subsidies - Permanent Housing	Keeps supportive housing units stable and operational	Counties of Del Norte, Lassen, Modoc	Affordable housing owners, Supportive housing providers, Public housing authorities	2028: Launch operating subsidy agreements at new or existing housing sites	2029	Increased unit stability with subsidy support	HHAP-6	Funds ongoing operations at The Legacy, a supportive housing site	Target operating support to sites serving historically excluded populations
(HHAP-6 action) Permanent Housing Services and Services Coordination	Connects residents to services that support housing retention	Counties of Del Norte, Lassen, Siskiyou	Mental health providers, Supportive housing case managers, FQHCs or CAIAH providers, Peer support organizations	2027: Begin service coordination at permanent housing sites with dedicated partners	2029	Residents connected to ongoing services	HHAP-6	Pays for staff delivering supportive housing services	Ensure service delivery models are culturally responsive and low-barrier
(HHAP-6 action) Capital for Permanent Housing	Enables new housing developments to move forward	County of Shasta	Affordable housing developers, Public housing authorities, County housing departments	2028: Finalize capital funding for selected permanent housing developments	2029	New housing units underway or completed	HHAP-6	Covers construction gap costs for new affordable and supportive housing	Prioritize projects that expand access for high-need and underrepresented groups, particularly veterans and unaccompanied youth
(Previous HHAP action) CoC: Establish training partnerships with tribal agencies and local Cultural Competence Behavioral Health Committees to deliver training to CoC members	Builds provider capacity to deliver inclusive, culturally relevant housing services	CoC	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; Changewell	2028: Begin training delivery through tribal and cultural competence partnerships	2029	The topic of Racial and Ethnic Equity will be agendaized quarterly for discussion at CoC meetings, with speakers from diverse backgrounds invited to share insights and recommendations. At least one general training provided to CoC members annually.	HHAP-5	Supports culturally relevant training and cross-sector collaboration	Partner with culturally specific organizations for training and guidance
(Previous HHAP action) CoC: Implement CoC Equity Committee	Centers equity in CoC strategies that support housing outcomes	CoC	NorCal CoC member counties	2027: CoC Equity Committee established and meeting regularly	2029	Establishment of committee as indicated by regular meetings, agendas, and minutes	HUD CoC, HHAP-5	Funds development and operation of equity-focused governance structures	Include equity priorities in governance and decision-making processes
(Previous HHAP action) All counties: Increase collaboration with tribal housing authorities and explore opportunities for joint housing projects	Creates new housing options through tribal partnership and joint development	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local tribal housing authorities; Changewell	2027: Launch community-led exploration of culturally appropriate shared housing models	2029	Review of PIT and HMIS data to track progress	HHAP-5	Supports development of joint projects with tribal housing partners	Collaborate on solutions grounded in tribal knowledge and leadership
(Previous HHAP action) All counties: Implement follow up surveys with those who retained housing to ask what helped them to retain housing to learn from their experience.	Gathers insights to strengthen housing retention and prevent returns to homelessness	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofit agencies	2028: Analyze follow-up and performance data by county	2029	Survey results and Annual Progress Reports	ESG, HHIP, HHAP-5, PLHA	Funds efforts to gather feedback from those who retained housing	Use participant feedback to identify equity gaps in services
(Previous HHAP action) All counties: Identify community leaders, churches and non-profits to explore culturally appropriate options, such as shared housing, communal housing, etc. Ask them to partner on postings of available housing offers and needs.	Connects underserved communities to housing through trusted local partners	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Community leaders, churches, and non-profits	2028: Begin outreach to culturally aligned landlords for voucher participation	2029	Existence of county agreements and attendance of stakeholder meetings; success in pursuing family reunification strategy	HHIP, PLHA, HHAP-5	Funds outreach and engagement on culturally appropriate housing solutions	Design housing options aligned with cultural preferences
(Previous HHAP action) All counties: Identify landlords from culturally relevant backgrounds and establish relationships with them. Encourage them to accept Housing Choice Vouchers.	Builds inclusive landlord network to expand permanent housing opportunities	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local landlords	2027: Implement housing retention follow-up surveys in multiple counties	2029	Review of HMIS data to track progress	HHIP, PLHA, HHAP-5	Supports landlord engagement strategies tailored to diverse communities	Build relationships with landlords from diverse backgrounds
(Previous HHAP action) All counties: Explore creating outreach positions for people with lived experience who are also a member of underserved/disproportionately affected racial and ethnic groups	Expands outreach capacity in communities disproportionately excluded from housing	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local nonprofits	2028: Pilot outreach roles filled by individuals from underserved backgrounds	2027	Review of PIT data to track progress	PLHA, ERF, HHAP-5	Supports inclusive outreach roles for underserved populations	Create roles that reflect the demographics of impacted populations
(Previous HHAP action) All counties: Establish partnerships with local tribal agencies and housing authorities to support and collaborate on housing projects, outreach, and services.	Strengthens partnerships that expand housing access and culturally appropriate services	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Local tribal agencies and housing authorities; Changewell	2027: Formalize partnerships with tribal agencies and housing authorities	2029	Existence of county agreements and attendance of stakeholder meetings	PLHA, HHAP-5, HHIP, ESG	Supports collaboration efforts with tribal and housing partners	Engage tribal and culturally specific organizations in all stages of partnership development
(Previous HHAP action) All counties: Each County will work to maintain relationships with their respective local tribal organizations. This will include facilitating focus groups in partnership with Native and Indigenous peoples to identify and understand the root causes of racial and ethnic disparities among those who are experiencing homelessness and to determine service gaps and supports needed to prevent and end homelessness for these populations.	Identifies barriers and solutions to improve housing access for Native populations	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; Changewell	Local tribes represented throughout the 7-county region	2028: Conduct focus groups with tribal communities in all counties	2029	Existence of county agreements and attendance of stakeholder meetings	PLHA, HHAP-5	Funds engagement with tribal communities to identify service needs	Engage tribal leaders to shape services based on community needs
(Previous HHAP action) All counties: Engage in proactive efforts to hire case managers and housing navigators with lived experience who are Black/African American	Diversifies workforce to build trust and improve housing navigation success	Counties of Del Norte, Lassen, Plumas, Modoc, Shasta, Sierra and Siskiyou	Local nonprofits	2027: Complete county-level analysis to identify trends and improve targeting	2029	Review how staffing reflects communities served	HHAP-5	Supports equitable hiring and workforce development practices	Recruit and support staff from underrepresented communities
(Previous HHAP action) All counties: Counties will expand the existing street outreach programs to include more hours and more locations throughout the area. Staff will work to provide connections to permanent housing through that outreach.	Reaches more people and connects them to housing	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Northern Valley Catholic Social Services, Plumas Crisis Intervention and Resource Center, Del Norte Mission Possible, Lassen Works, TEACH Inc.	2028: Increase outreach program hours and regional coverage across all counties	2027	Review of HMIS data to track progress.	HHAP-3 and HHAP-4	Expands outreach coverage and housing connection efforts	Track outreach outcomes by race and gender to improve equity
(Previous HHAP action) All counties: Develop some form of a Housing Navigation Center in every county. The scale and form will be flexible in order to account for the varied resources available in each county such as staff, funding, buildings, etc.	Creates central access points for shelter and housing	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Northern Valley Catholic Social Services, Plumas Crisis Intervention and Resource Center, Del Norte Mission Possible, Lassen Works, TEACH Inc., Good News Rescue Mission	2025: Majority of counties operating or actively developing Navigation Center models	2026	2026 HMIS data (Increase in number of people accessing services); success in pursuing family reunification strategy	HHAP-5, PLHA, ESG	Supports flexible development of Navigation Centers across counties	Design centers with input from diverse, impacted community members

(Previous HHAP action) Del Norte County and its partner CBO Del Norte Mission Possible will develop multiple interim and permanent housing solutions including a year-round emergency shelter, micro shelter village, and Permanent Supportive Housing project.	Adds interim and permanent beds for local residents	County of Del Norte Department of Health and Human Services	Del Norte Mission Possible	2026: Begin phased implementation of interim and permanent housing beds	2027 Housing inventory counts	HHIP, HHAP-5, PLHA, ERF	Funds development of shelter, micro-village, and supportive housing	Design new housing options to reflect local demographics and reduce barriers for priority groups
(Previous HHAP action) Del Norte County will partner with local CBOs who work closely and have developed relationships with these overrepresented and underserved populations. We will also work in concert with local tribal governments to develop culturally sensitive strategies for connecting tribal members to housing and support services, including street outreach efforts.	Aligns housing strategies with trusted tribal and culturally specific partners	County of Del Norte Department of Health and Human Services	Del Norte Mission Possible	2026: Co-develop culturally sensitive strategies for outreach and housing referrals	2027 Existence of county agreements and attendance of stakeholder meetings	PLHA, HHAP-5, ERF	Strengthens partnerships with tribal and culturally specific organizations	Develop services in collaboration with trusted community partners
(Previous HHAP action) Del Norte County: expand existing services offered by Del Norte Mission Possible by enlisting current staff from DHHS Behavioral Health Housing Services to provide outreach services to encampment residents.	Connects encampment residents to services and housing through outreach	County of Del Norte Health and Human Services	CBO Del Norte Mission Possible	2026: Expand encampment outreach in Del Norte through coordinated staffing	2027 Review of HMS data to track progress	PLHA, HHAP-5	Covers staffing to expand outreach to encampments	Prioritize outreach to BIPOC and women in encampments
(Previous HHAP action) Del Norte County: Hire a Peer Support Specialist with lived experience of homelessness.	Improves housing engagement through reusable, peer-led support services	County of Del Norte Health and Human Services	CBO Del Norte Mission Possible	2026: Hire peer support staff to enhance outreach and engagement	2027 Review how staffing reflects communities served	PLHA, HHAP-5	Supports integration of lived experience into service delivery	Center lived experience in service design and decision-making
(Previous HHAP action) Del Norte County: expand the number of people with lived experience of homelessness that participate on the local advisory board to the NoCal CoC.	Elevates lived experience in planning to improve housing-focused decisions	County of Del Norte Health and Human Services	CBO Del Norte Mission Possible	2026: Strengthen advisory board with meaningful inclusion of lived experience	2027 Review how board membership reflects communities served	PLHA, HHAP-5	Enables participation of people with lived experience in decision-making	Ensure diverse voices are represented on advisory boards
(Previous HHAP action) Siskiyou County will increase collaboration with the Karuk Tribe Housing Authority, seeking guidance on the best way to design services for this population and exploring opportunities for joint projects. The Siskiyou Advisory Board will conduct outreach to other tribal entities to encourage additional participation in the CoC.	Informs service design that meets tribal needs and supports housing transitions	County of Siskiyou	Karuk Tribe Housing Authority; Chawewet	2025: Establish formal collaboration process with Karuk Tribe and other tribal partners	2026 Existence of county agreements and attendance of stakeholder meetings	HHAP-4	Enables collaborative planning with tribal housing authorities	Respect tribal sovereignty in planning and implementation
(Previous HHAP action) Lassen County will expand the existing street outreach program to include more hours and more locations throughout the County. Staff will work to provide connections to permanent housing through that outreach. Activity Not Included in HHAP-6 Request	Extends outreach reach and links more people to housing	Lassen County Health and Social Services	City of Susanville, Lassen County Public Health	2026: Complete outreach expansion across targeted areas in Lassen County	2027 Review of HMS data to track progress.	HHAP-3 and HHAP-4	Expands outreach capacity to increase housing connections	Expand outreach with attention to geographic, cultural, and linguistic equity
(Previous HHAP action) Plumas County: PCIRC is developing Plumas County's first Navigation Center which will expand existing services and provide full in-house programming across multiple skills and services to homeless individuals and families.	Provides centralized access to services that support housing placement	PCIRC	N/A	2026: Launch Navigation Center operations with full service model in Plumas County	2027 Stats on North Star services/PIT data	HDAP-TSI, Anthem Blue Cross, California Health & Wellness, HHAP 1-2-4-5, US BanCorp Foundation, Private Donations	Funds startup and operations for first Navigation Center	Staff center with culturally responsive, gender-inclusive service providers
(Previous HHAP action) CoC: Improve data collection to ensure tribal programs are included in HMS	Ensures tribal programs are visible in systemwide housing coordination efforts	United Way of Northern California	CoC, Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; local Tribal Entities; Chawewet	2027: Tribal programs consistently included in HMS reporting systems	2029 Review of HMS data to track progress	HHAP-5	Improves data systems to include underrepresented service providers	Collect and analyze disaggregated data across all populations

SPM 3: Reducing first time instances of homelessness for those exiting institutional settings, including, but not limited to jails, prisons, and hospitals.

Key Action	How the Key Action will improve SPM	Lead entity	Collaborating entities	Milestones	Completion Date	Metric for success	Funding source(s)	How funding will contribute	How to ensure racial and gender equity
(HHAP-6 action) Prevention and Diversion	Helps people stay housed and avoid system entry after release from jails, prisons and hospitals	Counties of Lassen, Siskiyou	Housing stabilization providers, faith-based organizations, staff at jails, prisons and hospitals, parole/probation staff	2026: Launch expanded prevention/diversion program with coordinated provider network	2029	Fewer entries into homelessness; number of people accessing services in HDIS	HHAP-6	Pays for short-term financial assistance to prevent homelessness	Structure diversion resources to meet the needs of those at highest risk of system entry
(HHAP-6 action) Motel/Hotel Vouchers	Provides low-barrier shelter while housing is arranged after release from institutional settings	Counties of Del Norte, Siskiyou	Shelter providers, Outreach teams, faith-based partners, staff at jails, prisons and hospitals, parole/probation staff	2026: Finalize motel/hotel voucher program structure and exit planning protocols	2029	Expanded access to short-term shelter after release; number of people accessing services in HDIS	HHAP-6	Pays for hotel stays as short-term shelter	Administer vouchers with attention to equitable access and transitions to permanent housing
(HHAP-6 action) Operating Expenses - Interim Housing	Keeps interim sites open and fully functioning, available for individuals recently released	Counties of Del Norte, Plumas, Sierra, Siskiyou	Nonprofit shelter operators, Transitional housing providers, County facility teams, staff at jails, prisons and hospitals, parole/probation staff	2026: Secure ongoing funding and stabilize operations at interim housing sites	2029	Interim beds remain open and operational, HMS data; number of people accessing services in HDIS	HHAP-6	Funds operating costs for bridge and micro-shelter housing	Support interim sites serving populations with limited shelter alternatives
(HHAP-6 action) Interim Housing Services and Services Coordination	Supports transitions from shelter to permanent housing after release from institutional settings	Counties of Del Norte, Siskiyou	Shelter case managers, Behavioral health providers, staff at jails, prisons and hospitals, parole/probation staff	2026: Implement service coordination framework across all interim housing programs	2029	More exits to permanent housing after release; number of people accessing services in HDIS; improve service utilization tracking in HMS	HHAP-6	Covers staffing for navigation and case management in interim housing	Deliver interim services that reflect the needs of diverse resident populations
(HHAP-6 action) Improvements to Existing Interim Housing	Improves shelter conditions to increase access and use for individuals recently released from institutional settings	County of Del Norte	County maintenance departments, Shelter facility operators, staff at jails, prisons and hospitals, parole/probation staff	2026: Complete site assessments and finalize improvement plans for interim housing	2029	Safer, upgraded shelter environments; HMS data; number of people accessing services in HDIS	HHAP-6	Supports repairs and upgrades to existing shelter facilities	Direct facility upgrades to improve accessibility, safety, and dignity for all residents
(Previous HHAP action) CoC: Add question(s) to PIT survey to determine reasons for returns to homelessness. Adjust systems to address barriers identified.	Identifies and removes barriers causing returns from institutions to homelessness	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou	Counting Us, partners implementing future PIT counts	2025: Analyze PIT data and propose system adjustments to reduce returns	2025	Review of PIT and HMS data to track progress	ESG, HHIP, HHAP-5, PLHA	Enables system changes based on PIT data to prevent returns	Disaggregate PIT data by race and gender to guide system changes
(Previous HHAP action) All counties: Work to improve Coordinated Entry services including connection to resources/housing prior to any program enrollment. This includes housing navigation and referrals to outside service providers; improve service utilization tracking in HMS	Reduces entries from institutions by connecting people to housing earlier	Counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou	The United Way of Northern California, staff at jails, prisons and hospitals, parole/probation staff	2026: Strengthen early connection pathways in Coordinated Entry across all counties	2027	Review of HMS data to track progress.	HHIP	Supports early housing navigation and referral services before program entry	Incorporate culturally responsive navigation services and prioritize high-barrier individuals
(Previous HHAP action) Lassen County: Improve Coordinated Entry services including connection to resources/housing prior to any program enrollment. This includes housing navigation and referrals to outside service providers; improve service utilization tracking in HMS - Activity Not Included in HHAP-6 Request	Improves pre-enrollment support to prevent institutional discharge to homelessness	Lassen County Housing and Grants	Probation Department, Behavioral Health, Reentry service providers, Housing Authority, Shelter operators	2026: Expand pre-enrollment housing navigation in institutional discharge processes	2027	Review of HMS data to track progress.	HHIP	Funds local enhancements to Coordinated Entry for better institutional coordination	Engage marginalized communities in redesign of local Coordinated Entry processes
(Previous HHAP action) Shasta County: Develop a navigation program/center to assist people under the supervision of the criminal justice system that are homeless or at risk of being homeless access interim housing resources.	Provides reentry support and housing connections to prevent return to homelessness	Shasta County HNSA	Probation Department, Behavioral Health, Reentry service providers, Housing Authority, Shelter operators	2026: Begin outreach and program design for justice-involved navigation center	2027	Review of Shasta County Social Services' case files to track progress and stability of individuals receiving services from this funding stream.	HHAP-5	Covers staffing and housing costs to support reentry navigation services	Engage justice-impacted individuals in design, and prioritize high-barrier populations

HHAP-6 Funding Requests Summary

State-Required SPMs (System Performance Measures)

1. Reducing the number of people experiencing unsheltered homelessness
2. Increasing the number of people exiting homelessness into Permanent Housing
3. Reducing first time instances of homelessness for those exiting institutional settings, including, but not limited to jails, prisons, and hospitals.

Budget #1: Aggregate County Requests of CoC Funds \$2,929,764.17

Eligible HHAP 6 Use Category	State- required SPM	Dollars Budgeted	Of column B, dollars for youth set-aside	Del Norte	Del Norte Youth	Lassen	Lassen Youth	Modoc	Modoc Youth	Plumas	Plumas Youth	Shasta	Shasta Youth	Sierra	Sierra Youth	Siskiyou	Sisk Youth
Rapid Rehousing/Rental Subsidies	2	\$ 320,937.94	\$ 85,860.85	\$175,000.00	\$30,652.77	\$ 75,000.00	\$10,000.00	\$28,867.65	\$3,137.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,070.29	\$42,070.29
Operating Subsidies - Permanent Housing	2	\$ 100,000.00	\$ -	\$100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanent Housing Services and Services Coordination	2	\$ 83,000.00	\$ -	\$ 75,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital for Permanent Housing	2	\$ 965,346.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,346.26	\$ -	\$ -	\$ -	\$ -	\$ -
Prevention and Diversion	3	\$ 60,269.07	\$ 10,000.00	\$ -	\$ -	\$ 60,269.07	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Navigation Centers	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motel/Hotel Vouchers	1,3	\$ 192,000.00	\$ 20,000.00	\$ 92,000.00	\$20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$100,000.00	\$ -
Operating Expenses - Interim Housing	1,3	\$ 656,099.13	\$ 63,967.30	\$100,000.00	\$30,000.00	\$ -	\$ -	\$ -	\$ -	\$143,269.07	\$15,572.73	\$ -	\$ -	\$ 12,830.06	\$ 1,394.57	\$400,000.00	\$17,000.00
Interim Housing Services and Services Coordination	1,3	\$ 217,725.15	\$ 117,725.15	\$100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,725.15	\$117,725.15	\$ -	\$ -	\$ -	\$ -
Capital for New Interim Housing (only allowed if youth)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvements to Existing Interim Housing	1,3	\$ 100,005.48	\$ -	\$100,005.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Costs (no more than 7 percent of allocation)		\$ 205,083.49		\$ 56,456.94	\$ -	\$ 10,900.91	\$ -	\$ 2,196.45	\$ -	\$ 10,900.91	\$ -	\$ 82,407.61	\$ -	\$ 976.20	\$ -	\$ 41,244.48	\$ -
HMIS (up to 1 percent of allocation)		\$ 29,297.64		\$ 8,065.28	\$ -	\$ 1,557.27	\$ -	\$ 313.78	\$ -	\$ 1,557.27	\$ -	\$ 11,772.52	\$ -	\$ 139.46	\$ -	\$ 5,892.07	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HHAP 6 Total CoC Request		\$ 2,929,764.16	#####	\$806,527.70	\$80,652.77	\$155,727.25	\$20,000.00	\$31,377.88	\$3,137.79	\$155,727.25	\$15,572.73	\$1,177,251.53	\$117,725.15	\$13,945.72	\$1,394.57	\$589,206.84	\$59,070.29
Youth Set-aside percentage of total		\$ -	10.2%	\$ -	10.0%	\$ -	12.8%	\$ -	10.0%	\$ -	10.0%	\$ -	10.0%	\$ -	10.0%	\$ -	10.0%

Budget #2: Aggregate County Direct Requests \$2,876,688.27

Eligible HHAP 6 Use Category	State- required SPM	Dollars Budgeted	Of column B, dollars for youth set-aside	Del Norte	Del Norte Youth	Lassen	Lassen Youth	Modoc	Modoc Youth	Plumas	Plumas Youth	Shasta	Shasta Youth	Sierra	Sierra Youth	Siskiyou	Sisk Youth
Rapid Rehousing/Rental Subsidies	2	\$ 258,673.59	\$ 30,000.00	\$183,000.00	\$30,000.00	\$ 50,673.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -
Operating Subsidies - Permanent Housing	2	\$ 173,344.68	\$ 23,080.94	\$100,000.00	\$ -	\$ 45,000.00	\$20,000.00	\$28,344.68	\$3,080.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanent Housing Services and Services Coordination	2	\$ 133,000.00	\$ -	\$ 83,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
Capital for Permanent Housing	2	\$ 947,857.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 947,857.94	\$ -	\$ -	\$ -	\$ -	\$ -
Prevention and Diversion	3	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
Navigation Centers	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motel/Hotel Vouchers	1,3	\$ 337,250.09	\$ 19,191.66	\$ 90,000.00	\$19,191.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$247,250.09	\$ -
Operating Expenses - Interim Housing	1,3	\$ 233,271.23	\$ 46,659.92	\$ 80,000.00	\$30,000.00	\$ -	\$ -	\$ -	\$ -	\$140,673.59	\$15,290.61	\$ -	\$ -	\$ 12,597.64	\$ 1,369.31	\$ -	\$ -
Interim Housing Services and Services Coordination	1,3	\$ 367,592.43	\$ 173,445.70	\$ 92,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,592.43	\$115,592.43	\$ -	\$ -	\$160,000.00	\$57,853.27
Capital for New Interim Housing (only allowed if youth)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvements to Existing Interim Housing	1,3	\$ 100,563.24	\$ -	\$100,563.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Costs (no more than 7 percent of allocation)		\$ 201,368.18	\$ -	\$ 55,434.16	\$ -	\$ 10,703.43	\$ -	\$ 2,156.66	\$ -	\$ 10,703.43	\$ -	\$ 80,914.70	\$ -	\$ 958.52	\$ -	\$ 40,497.29	\$ -
HMIS (up to 1 percent of allocation)		\$ 28,766.88	\$ -	\$ 7,919.17	\$ -	\$ 1,529.06	\$ -	\$ 308.09	\$ -	\$ 1,529.06	\$ -	\$ 11,559.24	\$ -	\$ 136.93	\$ -	\$ 5,785.33	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HHAP 6 County Direct Requests Aggregated		\$ 2,876,688.26	#####	\$791,916.56	\$79,191.66	\$152,906.08	\$20,000.00	\$30,809.43	\$3,080.94	\$152,906.08	\$15,290.61	\$1,155,924.32	\$115,592.43	\$13,693.09	\$1,369.31	\$578,532.71	\$57,853.27
Youth Set-aside percentage of total		0.0%	10.2%		10.0%		13.1%		10.0%		10.0%		10.0%		10.0%		10.0%



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to provide certain services for County in accordance with the California Department of Public Health Hospital Preparedness Program Cooperative Agreement, LEMSA Deliverables for fiscal year 2025-2026; effective July 1, 2025; not to exceed \$7,408.76; (No General Fund Impact) (HPP); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign an Agreement with Northern California EMS, Inc. to provide certain services for County in accordance with the California Department of Public Health Hospital Preparedness Program Cooperative Agreement, LEMA Deliverables for fiscal year 2025-2026.

Background and Discussion:

As the Board may recall, Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) since 1991 as the county's designated Local Emergency Medical Services Agency. Nor-Cal Ems administers certain local medical emergency services pursuant to California Health and Safety Code Section 1797, et seq.

In addition, Nor-Cal Ems works diligently to represent the northern rural counties interests in statewide issues. If Plumas County were to administer and implement its own Local Emergency Medical Services Authority, the cost to the General fund for Plumas County to provide these services would be estimated at \$100,000.00 or more. Therefore, it is recommended that the Board approve the Agreement for Local Emergency Medical Services with Northern California EMS, Inc.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to provide certain services for County in accordance with the California Department of Public Health Hospital Preparedness Program Cooperative Agreement, LEMA Deliverables for fiscal year 2025-2026; effective July 1, 2025; not to exceed \$7,408.76; (No General Fund Impact) (HPP); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (HPP)

Attachments:

1. HPP2526NORCAL

**AGREEMENT BETWEEN COUNTY OF PLUMAS
AND
NORTHERN CALIFORNIA EMS, INC.
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 25-26**

THIS AGREEMENT is entered into by and between **PLUMAS COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

INTRODUCTION

WHEREAS, LEMSA is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

WHEREAS, COUNTY desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, LEMSA Deliverables, for fiscal year 2025-2026.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. ~~§§§~~ It is agreed that the terms of this Agreement become effective as of July 1, 2025, and shall end June 30, 2026, or until terminated as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by LEMSA from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA

Specific Services

Section 2.01. Pursuant to the terms and conditions of this agreement, **LEMSA** shall perform the baseline deliverables, objectives, and activities as indicated in FY 25-26 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment B. Any changes or updates requested by CDPH during the work plan approval process will be reviewed and jointly agreed to by **COUNTY** and **LEMSA**. Changes shall not exceed project hours or compensation amount.

Method of Performing Services

Section 2.02. **LEMSA** shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow **COUNTY** to

exercise discretion or control over the professional manner in which **LEMSA** performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by **LEMSA** shall be performed in a manner consistent with all applicable standards and regulations governing such services.

ARTICLE 3. COMPENSATION

Section 3.01. **LEMSA** shall be paid in an amount not to exceed **SEVEN THOUSAND FOUR HUNDRED EIGHT DOLLARS AND 76 CENTS (\$7,408.76)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. **LEMSA** shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **COUNTY** shall make payment within 30 days of receipt of **LEMSA's** correct and approved statement or invoice.

1. Invoice(s) Schedule:

Invoice	Invoice Period	Due Date
First Quarter	July 1 st – September 30 th	October 15 th
Second Quarter	October 1 st – December 31 st	January 15 th
Third Quarter	January 1 st – March 31 st	April 15 th
Fourth Quarter	April 1 st – June 30 th	June 30 th

2. Any invoice submitted after the fiscal year closes on June 30th will fall out of compliance with HPP grant standards and will not be able to receive reimbursement for services rendered. Final invoices for Quarter 4 must be submitted by June 30th.

Section 3.02. No additional services shall be performed by **LEMSA** unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

Section 3.03. **LEMSA** may sub-contract with third parties as **LEMSA** deems it necessary to perform the services required of **LEMSA** by this contract. **COUNTY** may not control, direct, or supervise **LEMSA's** assistants or employees in the performance of those services.

ARTICLE 4. OBLIGATIONS OF LEMS

Minimum Amount of Service

Section 4.01. **LEMSA** may represent, perform services for, and be employed by such additional clients, persons, or companies as **LEMSA**, in its sole discretion deems appropriate. **LEMSA** shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by **LEMSA** in performing services under this agreement.

Section 4.02. INSURANCE

LEMSA 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 **LEMSA**, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of **LEMSA'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. **LEMSA'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 **LEMSA'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 **LEMSA** 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, **LEMSA** 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. **LEMSA** shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and **LEMSA** shall verify subcontractors' compliance.

Taxes and Filings

Section 4.03. This Agreement is for independent contractor services to be provided by **LEMSA**, and **LEMSA** is responsible for payment of all applicable taxes and associated filing requirements.

Conflict of Interest

Section 4.04. **LEMSA** will not hire any employee of **COUNTY's** to perform any service covered by this Agreement. **LEMSA** affirms that, to the best of **LEMSA's** knowledge, there exists no actual or potential conflict between **LEMSA's** family, business or financial interests and **LEMSA's** services under this Agreement, and in the event of change in this status during the term of this Agreement, **LEMSA** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY's** option terminate this Agreement in the event of such actual or potential conflict of interest.

Assignment

Section 4.05. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **LEMSA** without prior written consent of **COUNTY**, except as specified in Section 3.03 of this Agreement.

Indemnification

Section 4.06. **LEMSA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **LEMSA** or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

Books and Records

Section 4.07. All reports and other materials collected or produced by **LEMSA** or any subcontractor of **LEMSA** specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

Section 4.08. **LEMSA** shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon twenty-four (24) hours written or verbal request by the **COUNTY**.

Section 4.09. It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties, and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

ARTICLE 5. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 5.01. **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA** and provide access to all documents reasonably necessary to the performance of **LEMSA's** duties under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) ~~(b)(1)~~ Bankruptcy or insolvency of either party;
- (2) ~~(b)(2)~~ Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**;
- (3) The Hospital Preparedness Program (HPP) grant is funded by The California Department of Public Health. Due to recent budget proposals and policy changes at both the State and Federal levels, HPP funding is under scrutiny for approval

for FY 25-26. Under the circumstances of the HPP program being terminated, this Agreement is null and void.

Termination by COUNTY for Default of LEMSA

Section 6.02. Should **LEMSA** default on the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY**'s option, may terminate this Agreement by giving written notification to **LEMSA**.

Section 6.03. **COUNTY** may terminate this agreement at any time by providing sixty (60) days written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated, and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

Section 6.04. **COUNTY** may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

Section 6.05. Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by **LEMSA** pursuant to this Agreement.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to COUNTY:

Nicole Reinert, Director
Plumas County Public Health Agency
206 County Hospital Road, Suite 206
Quincy, CA 95971

If to LEMSA:

Chief Executive Officer
Northern California EMS, Inc.
930 Executive Way, Suite 150
Redding, CA 96002

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by **LEMSA** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

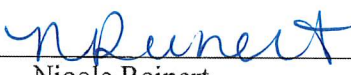
Section 7.03. Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

Section 7.04. This agreement may be amended at any time by the mutual written agreement of the parties hereto.

Section 7.05. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

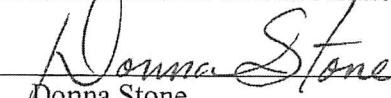
COUNTY OF PLUMAS

By:  Date: 8/8/2025
Nicole Reinert
Director, Plumas County Public Health Agency

By: R. Craig Settlemyre Date: 8/7/2025
Deputy County Counsel, Plumas County

By: _____ Date: _____
Kevin Goss
Chair, Plumas County Board of Supervisors

NORTHERN CALIFORNIA EMS, INC.

By:  Date: 8-7-2025
Donna Stone
Chief Executive Officer

Impacts:

You may use the readiness plan template to document how you will carry out activities and meet requirements for upcoming project and activities throughout the course of the 5-year budget period (8Y).

The Office of Health Care Readiness (OHCOR) is providing this work plan and budget template as an optional resource.

You must submit a detailed fiscal year (FY) 2024 readiness plan in the first BP.

Prohibits: In this readiness plan, your HCC must describe the strategic priorities of your HCC (e.g. each BP, Your HCC should collaborate with CDHP/CPR as they develop their top strategic priorities to fill their Readiness Plan and the Strategic Plan for FY 2024-2028 as signed and can support one another. HCCs may update their priorities each BP based on the previous statements.

Implementation Plan(s): Describe how your HCC will implement activities. This should include your HCC's method for:

- Developing the required material identified in Appendix F and the HPR NGPO, including approach, timeline, and expected outcomes. **Notes:** HCCs must advance to the appropriate discussion specified in the timing and deadline table.
- Establishing your standard through assessments. **Note:** This section can be updated on a rolling basis as HCCs complete assessments and develop their approach.
- Engaging community partners.
- Facilitating continuous improvement from the previous BP.

HCC Growth and Development: Describe how your HCC will develop as an organization, including how you HCC will:

- Manage and improve administrative cost/benefit.
- Communicate the benefits of HCC activities to health care readiness partners, community partners, and other key audiences (e.g. ongoing leader "champions").

Notes on Funding Opportunity (800-5) Instructions

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FY 2024–2028 HPP NOFO Requirements

The following table is for your reference. Please refer to the HPP NOFO Timing and Deadlines table for activities 1-4 on p. 44-45 of the HPP NOFO. Refer to the Benchmarks table for Recipient and HCC benchmarks on p. 42 of the HPP NOFO.

Activities		Guidance
0. Administrative Oversight – Guidance		
0.1 Program Administration	Work with HCCs and pertinent partners to maintain program oversight throughout the period of performance. Please adhere to program requirements listed in the NOFO and the rules listed in 45 Code of Federal Regulations (CFR) Part 75.	
0.2 Financial Administration	Develop and administer budgets that support submitted work plans and comply with the rules listed in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services (HHS) Awards throughout the period of performance.	
Activities		
1. Establish Governance Activities		Submission Instructions and Timeline
1.1 HCC Governance Document		1. Establish Governance – Submission Instructions and Timeline
	Submit by January 31, 2025 (BP1). Review each BP and submit updated material as needed.	HCC in coordination with HPP recipient
1.2 Jurisdiction Information	Submit by January 31, 2025 (BP1). Review each BP and submit updated material as needed.	HCC in coordination with HPP recipient
2. Assess Readiness Activities		2. Assess Readiness – Responsible Owner
2.1 Risk Assessment (RA)	Submit once every five years. If you submitted a JRA during the prior HPP FY 2019–2023 period of performance, you must submit the RA five years after that submission.	HPP recipient with input from HCCs
Note: Previously known as Jurisdiction Risk Assessment (JRA)		
2.2 Hazard Vulnerability Assessment (HVA)	Submit by January 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.	HCC in coordination with HPP recipient
2.3 Readiness Assessment	Submit by January 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.	HCC in coordination with HPP recipient
2.4 Supply Chain Integrity Assessment	Review the current Supply Chain Integrity Assessment and submit updated material each BP. If you and your HCC(s) do not have a supply chain assessment, submit this by December 31, 2025 (BP3). Review and submit updated material each BP from BP4–BP5.	HCC in coordination with HPP recipient
2.5 Workforce Assessment	Submit by December 31, 2025 (BP3). Review each BP from BP4–BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
2.6 Cybersecurity Assessment	Due by June 30, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.	HCC in coordination with HPP recipient
2.7 Extended Downtime Health Care Delivery Impact Assessment	Due by June 30, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.	HCC in coordination with HPP recipient
3. Plan and Implement Activities		3. Plan and Implement – Responsible Owner
3.1 Strategic Plan for FY 2024–2028	Due by March 31, 2025 (BP1). Review each BP from BP2–BP5 and submit updated material as needed.	HPP recipient with input from HCCs
3.2 Readiness Plan	Due by March 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.	HCC in coordination with HPP recipient
3.2.1 Training and Exercise Plan	Due by March 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.	HCC in coordination with HPP recipient
3.3 Response Plan Activities	3.3 Response Plan – Submission Instructions and Timeline	3.3 Response Plan – Responsible Owner

Activities		Submission Instructions and Timeline		Responsible Owner
3.3.1 Information-Sharing Plan	Review the current information-sharing plan each BP from BP1-BP5 and submit updated material as needed. If you and your HCC(s) do not have an information-sharing plan, submit this by June 30, 2025 (BP1). Review each BP from BP2-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
3.3.2 Resource Management Plan	Review the current resource management plan each BP from BP1-BP5 and submit updated material as needed. If you and your HCC(s) do not have a resource management plan, submit this by June 30, 2025 (BP1). Review each BP from BP2-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
3.3.3 Workforce Readiness/Resilience Plan	Due by December 31, 2025 (BP3). Review each BP from BP4-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
3.3.4 Medical Surge Support Plan	Review the current medical surge support plan each BP from BP1-BP5 and submit updated material as needed. If you and your HCC(s) do not have a medical surge support plan, submit this by June 30, 2025 (BP1). Review each BP from BP2-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
3.3.5 Patient Movement Plan	You and your HCC(s) must define the submission deadline for the Patient Movement Plan when you and your HCC(s) develop your Readiness Plan. Once submitted, review each BP and submit updated material as needed.			HPP recipient with input from HCCs
3.3.6 Allocation of Scarce Resources Plan	You and your HCC(s) must define the submission deadline for the Allocation of Scarce Resources Plan when you develop your Readiness Plan. Once submitted, review each BP and submit updated material as needed.			HCC in coordination with HPP recipient
3.4 Continuity and Recovery Plan Activities	3.4 Continuity and Recovery Plan – Submission Instructions and Timeline			3.4 Continuity and Recovery Plan – Responsible Owner
3.4.1 Continuity of Operations Plan (COOP)	Review the current COOP each BP from BP1-BP5 and submit updated material as needed. If you and your HCC(s) do not have a COOP, complete this by June 30, 2025 (BP1). Once submitted, review each BP and submit updated material as needed.			HCC in coordination with HPP recipient
3.4.2 Cybersecurity Support Plan	Due by June 30, 2025 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
3.4.3 Extended Downtime Support Plan	Due by June 30, 2025 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
3.4.4 Recovery Plan	Due by June 30, 2025 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.			HCC in coordination with HPP recipient
4. Exercise and Improve Activities ⁽ⁱⁱ⁾	4. Exercise and Improve – Submission Instructions and Timeline			4. Exercise and Improve – Responsible Owner
4.1 Medical Response and Surge Exercise (MRSE)	Complete the exercise and submit the MRSE Exercise Reporting Tool by June 30 of each BP.			HCC with HPP recipient support
4.2 Patient Movement Exercise	Complete once, within one year of submitting the Patient Movement Plan.			HPP recipient with HCC participation
4.3 Federal Patient Movement Exercise	If applicable, complete once every three years, or as required by other cooperative agreements/programs.			HCC with HPP recipient support
4.4 Cybersecurity Exercise	Complete once by June 30, 2027 (BP3).			HCC with HPP recipient support
4.5 Non-Cyber Extended Downtime Exercise	Complete once between BP3-BP5.			HCC with HPP recipient support
4.6 Exercise to Address Additional Jurisdictional Priorities or Areas of Improvement	Complete once in the five-year period of performance.			HPP recipient with HCC participation
4.7 Statewide Exercise	Complete once in the five-year period of performance.			HPP recipient with HCC participation

¹⁴ Please refer to Exercise and Improve section of the HPP NOFO for a full list of requirements for this section.

Please note that certain compliance requirements, like the requirement to conduct at least one exercise that address the needs of at-risk individuals and communities most impacted by disasters, are not listed in this table.

End of Worksheet

Readiness Plan – Priorities		
Description	On the priorities tab, describe top strategic priorities of your HCC for each BP. HCCs should collaborate with the recipient (CDPH-CPR) as they develop their top strategic priorities so that your Readiness Plan shows alignment to the Strategic Plan for FY 2024–2028 and can support one another. HCCs may update their priorities each BP based on the previous assessments.	
Priority	HCC Priorities	Description and Approach
Rank of Priority	Select your priority area from highest priority to lowest (minimum 5).	Describe your approach to address your priority needs including: 1. Primary reason(s) for priority (e.g., critical gap finding, strategic plan alignment, etc.) 2. Briefly summarize how the HCC will approach the priority (e.g., The HCC will complete the patient movement plan in year 1 and perform a detailed gap analysis regarding needs in the region).
Example	1. Establish governance	1. Our HCC has determined that financial and independent growth is the best way to develop a sustainable coalition. 2. In year one, the HCC will contract with financial and marketing specialists to determine a path forward to 501(c3) incorporation and income sustainability.
1	3.3.2 Resource Management Plan	1. Current NORCAL EMS Agency plans, protocols, procedures, and policies address the MCEMSA component of the HCC Resource Management Plan. 2. Sustain this MCEMSA capability in its BP, plans, protocol, procedures, and policies (including 838-D which includes medical and health disaster responsibilities by primary entity) must be reviewed and revised as needed by NORCAL EMS Agency staff. 3. NORCAL EMS Agency staff will continue to conduct courses for the HCC on these topics.
2	3.3.4 Medical Surge Support Plan	1. Current NORCAL EMS Agency plans, protocols, procedures, and policies address the MCEMSA component of the HCC Medical Surge Support Plan. 2. Sustain this MCEMSA capability in this BP, plans, protocol, procedures, and policies (including 838-D which includes medical and health disaster responsibilities by primary entity) must be reviewed and revised as needed by NORCAL EMS Agency staff. 3. NORCAL EMS Agency staff will continue to conduct courses for the HCC on these topics.
3	3.3.5 Patient Movement Plan	1. Current NORCAL EMS Agency plans, protocols, procedures, and policies address the MCEMSA component of the HCC Patient Movement Plan. 2. Sustain this MCEMSA capability in this BP, plans, protocol, procedures, and policies (including 838-D which includes medical and health disaster responsibilities by primary entity) must be reviewed and revised as needed by NORCAL EMS Agency staff. 3. NORCAL EMS Agency staff will continue to conduct courses for the HCC on these topics.
4	4.2 Patient Movement Exercise	1. NORCAL EMS Agency will participate in local OAHCC level exercises, Medical Response and Surge Exercise (MRSE), and patient movement exercise this BP. 2. NORCAL EMS will perform supporting LEMSA functions appropriate to and aligned with the NORCAL EMS multi-county LEMSA role and mission.
5	4.3 Federal Patient Movement Exercise	1. If applicable, NORCAL EMS will participate in the Federal Patient Movement Exercise when prompted by OAH or the state during their exercise this BP. 2. If applicable, NORCAL EMS will perform supporting LEMSA functions appropriate to and aligned with the NORCAL EMS multi-county LEMSA role and mission.
6	Select One	[Insert Description and Approach]
7	Select One	[Insert Description and Approach]
8	Select One	[Insert Description and Approach]
9	Select One	[Insert Description and Approach]
10	Select One	[Insert Description and Approach]
End of Worksheet		

Readiness Plan - Implementation Planning: Plan and Implement

Activities listed below must support planning and implementation of the Readiness Plan.

Instructions and Comments:

- Column A: Select the required activity from the dropdown selection
- Column B: Describes your readiness plan activity. Activities must include who, what, when, where, why, and how.
- Column C: Describes your intended output. Outputs must be specific and measurable
- Column D: Provides the activity point of contact. This should be provided or coordinated personnel listed individually, by HCC or agency
- Column E: Provides the expected completion date. Use the mm/dd/yyyy format
- Column F: Use the dropdown selection to select the primary HPP core function
- Column G: Use the dropdown selection to select the primary HPP outcome supported by your activity

Item Number	HPP Requirement	Readiness Plan Activity	Intended Output	Activity Point of Contact	Expected Completion Date	Association to Core Function	Supported HPP Outcome
1	Response Plan: Resource Management Plan	1. NORCAL EMS Agency staff will review and revise as needed our plans, protocols, procedures, and policies that address the MCLensa component of and should be included in the HCC Response Plan: Resource Management Plan. 2. This is necessary to sustain this MCLensa capability for the HPP grant cycle (BP). 3. These NORCAL EMS Agency plans, protocols, procedures, and policies are utilized in all 5 NORCAL EMS Agency counties. 4. Any necessary changes will be made in collaboration with the Region III RDHHS and REMAC as needed.	1. Implement the newly revised MHOAC, NORCAL EMS Agency, & RDHHS Contact Guidelines. 2. Implement the newly revised NORCAL EMS Agency MCI Plan and MCI protocol. 3. Review the Region III Highly Infectious Disease (HID) Regional Transportation Plan and revise if needed. 4. Review the Crisis Standard of Care Procedures and revise if needed. 5. Review the specific related NORCAL EMS Agency policies annually and revise if needed. (Policy 3002, 310-A, 310-B, 3012) 6. NORCAL EMS Agency staff will continue to conduct courses on topics in the counties. 7. Class sign-in sheets are retained.	Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCLensa)	(05/04/2026)	Respond	Enhance and sustain HCCs
2	Response Plan: Medical Surge Support Plan	1. NORCAL EMS Agency staff will review and revise as needed our plans, protocols, procedures, and policies that address the MCLensa component of and should be included in the HCC Response Plan: Medical Surge Support Plan. 2. This is necessary to sustain this MCLensa capability for this HPP grant cycle (BP). 3. These NORCAL EMS Agency plans, protocols, procedures, and policies are utilized in all 5 NORCAL EMS Agency counties. 4. Any necessary changes will be made in collaboration with the Region III RDHHS and REMAC as needed.		Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCLensa)	(04/10/2026)	Respond	Enhance and sustain HCCs
3	Response Plan: Patient Movement Plan	1. NORCAL EMS Agency staff will review and revise as needed our plans, protocols, procedures, and policies that address the MCLensa component of and should be included in the HCC Response Plan: Patient Movement Plan. 2. This is necessary to sustain this MCLensa capability for this HPP grant cycle (BP). 3. These NORCAL EMS Agency plans, protocols, procedures, and policies are utilized in all 5 NORCAL EMS Agency counties. 4. Any necessary changes will be made in collaboration with the Region III RDHHS and REMAC as needed.	1. Implement the newly revised MHOAC, S-VV EMS Agency, & RDHHS Contact Guidelines. 2. Implement the newly revised NORCAL EMS Agency MCI Plan and MCI protocol. 3. Review the Region III Highly Infectious Disease (HID) Regional Transportation Plan and revise if needed. 4. Review the Crisis Standard of Care Procedures and revise if needed. 5. NORCAL EMS Agency staff will continue to conduct courses on these topics in the counties. 6. Class sign-in sheets are retained.	Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCLensa)	(05/30/2026)	Respond	Enhance and sustain HCCs
4	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
5	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
6	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
7	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
8	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
9	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
10	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
11	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one

Item Number	HPP Requirement	Readiness Plan Activity	Intended Output	Activity Point of Contact	Expected Completion Date	Association to Core Function	Supported HPP Outcome
12	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
13	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
14	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
15	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
16	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
17	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
18	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
19	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
19	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
20	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
21	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
22	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
23	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
24	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
25	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
26	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
27	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
28	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
29	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
30	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one

End of Worksheet

Readiness Plan – Implementation Planning: Exercise and Improve

Activities listed below must support exercises and/or implementation of the cooperative element.

Instructions and Reminders:

- Column B: Select the required activity from the dropdown selection.
- Column C: Describe your readiness plan activity. Activities must include what, when, where, why, and how.
- Column D: Describe your intended output. Outputs must be specific and measurable.
- Column E: Provide the activity point of contact. This should be program or contracted personnel, listed individually, by JCC or agency.
- Column F: Provide the expected completion date. Use the format: MM/DD/YYYY.
- Column G: Use the dropdown selection to choose the primary IIPP core function.
- Column H: Use the dropdown selection to choose the primary IIPP outcome supported by your activity.

Item Number	IIPP Requirement	Readiness Plan Activity	Intended Output	Activity Point of Contact	Expected Completion Date	Associated to Core Function	Supported IIPP Outcome
1	Patient Movement Exercise	NORCAL EMS Agency will participate in local OA level exercises, Medical Response and Surge Exercise (MRSE), and patient movement exercise whenever requested by the OA via the NORCAL EMS Agency Duty Officer Program.	1. NORCAL EMS will perform supporting LEMSA functions appropriate to and aligned with the NORCAL EMS multi-county LEMSA role and mission. 2. Participation will be captured by the OA in their OAHCC post-exercise documentation from the MRSE and other exercises supported to EPO and in MCLLEMSA shift IIPP monthly progress reports.	Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCLLEMSA)	[TBD by JCC]	Training, exercise, and evaluation	2. Assess readiness
2	Internal Patient Movement Exercise	If applicable, NORCAL EMS will participate in the Federal Patient Movement Exercise via the NORCAL EMS Agency Duty Officer Program. When prompted by OAs or the state during their exercise.	1. If applicable, NORCAL EMS will perform supporting LEMSA functions appropriate to and aligned with the NORCAL EMS multi-county LEMSA role and mission. 2. If applicable, NORCAL EMS will perform supporting LEMSA functions appropriate to and aligned with the NORCAL EMS multi-county LEMSA role and mission. 3. Participation will be captured by the OA in their OAHCC post-exercise documentation from the MRSE and other exercises supported to EPO and in MCLLEMSA shift IIPP monthly progress reports.	Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCLLEMSA)	[TBD by EPOHCC]	Training, exercise, and evaluation	2. Assess readiness
3	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
4	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
5	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
6	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
7	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
8	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
9	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
10	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
11	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
12	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
13	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
14	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
15	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
16	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
17	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
18	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
19	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
20	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one

Item Number	IPP Requirement	Readiness Plan Activity	Interventions/Output	Activity Point of Contact	Expected Completion Date	Association to Core Function	Supported IPP Outcome
21	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
22	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
23	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
24	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
25	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
26	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
27	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
28	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
29	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one
30	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mm/dd/yyyy]	Select one	Select one

End of Worksheet



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a contract with Ashley Blesse, RN in the amount of \$12,000.00

Background and Discussion:

Plumas County Public Health Agency receives funding from the California Department of Health Services, Emergency Preparedness Office, to improve the county's ability to respond to emergencies. Ashley Blesse is a Registered Nurse and medical clinical advisor for Plumas, Sierra, and Lassen counties.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (HPP)

Attachments:

1. HPP2526BLESSE

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 **Public Health Agency** (hereinafter referred to as "County"), and Ashley Blesse, RN, an independent contractor, dba Blesse Medical Services (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twelve Thousand Dollars and 00/100 (\$12,000.00).
3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from July 1, 2025, the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- 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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Director

Contractor:

Blesse Medical Services
3306 Chandler Road
Quincy, CA 95971
Attention: Ashley Blesse, RN

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.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

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 INITIALS

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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:

Ashley Blesse, RN dba Blesse Medical Services

By: _____
Ashley Blesse, RN
Date signed:

COUNTY:

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

By: Nicole Reinert
Nicole Reinert
Director of Public Health
Date signed:

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

ATTEST:

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

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Clinical Advisor for Tri-HCC Deliverables FY 25-26
Regional Healthcare Coalition (Lassen, Sierra and Plumas)

Justification: This clinical advisor is a Registered Nurse who currently practices within one of the key healthcare coalition facilities. She actively sees patients and has a basic knowledge of CBRNE, trauma, burn, and pediatric response principles. She has a working knowledge of emergency response in our three county HCC: Plumas, Lassen, and Sierra.

1. Attend a minimum of three out of the four Tri-HCC meetings in a twelve-month cycle and if practicing in Sierra or Lassen County then must attend 50% of the HCC Subcommittee meetings in the perspective county (not both counties).
2. Provide clinical leadership to the coalition and serve as a liaison between the coalition and medical directors/medical leadership at healthcare facilities, supporting entities, and EMS agencies.
3. Review and provide input on coalition plans, exercises, and educational activities to assure clinical accuracy and relevance.
4. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in coalition activities.
5. Assure that the coalition mass casualty/surge plans provide for appropriate distribution (and redistribution) of trauma patients to avoid overloading single centers whenever possible and work with healthcare facilities to understand their capabilities and capacity.
6. Assure that subject matter experts are available, and a process exists to support secondary transfer prioritization in specialty surge (e.g. burn, pediatric) mass casualty situations (identify which patients are a priority to transfer to specialty care centers when adequate transportation or inpatient resources are unavailable).
7. Attend the National Healthcare Coalition Preparedness Conference with other coalition members or attend the annual CHA (California Hospital Association) Disaster Planning Conference at your own expense.

As allowed by primary employer: attend local trainings, within the three counties and/or appropriate training at the Center for Domestic Preparedness in Alabama or any other free FEMA training at own expense.

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EXHIBIT B**Fee Schedule****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor for services performed in accordance with this Agreement.

A. Invoice(s) Shall:

- 1) Bear the Contractor's name, exactly as shown on the Agreement.
- 2) Bear the Contractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Invoice(s) must be signed by authorized personnel.

B. Invoice Schedule:

<i>Invoice</i>	<i>Invoice Period</i>	<i>Invoice Due Date</i>	<i>Amount</i>
1 st Quarter	July 1 st - September 30 th	October 15 th	\$3,000.00
2 nd Quarter	October 1 st - December 31 st	January 15 th	\$3,000.00
3 rd Quarter	January 1 st - March 31 st	April 15 th	\$3,000.00
4 th Quarter	April 1 st - June 30 th	June 15 th	\$3,000.00

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Twelve Thousand Dollars and 00/100 (\$12,000.00).



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to sign two agreements between Plumas County Public Health Agency and Lassen County Public Health Department to provide services for the Ryan White Part B and Part C programs; effective April 1, 2025; not to exceed RW Part B \$10,889.00; not to exceed RW Part C \$12,260.00; (No General Fund Impact) (RW Part B and RW Part C; approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approves and authorize the Chair to ratify and sign two agreements with the Lassen County Public Health Department for the RW White Part B and Part C programs.

Background and Discussion:

Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. The Public Health Agency will continue to serve our five-county region for the Ryan White Programs. Ryan White Part B and Part C funds plan, develop, and deliver comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskiyou, and Sierra counties.

The program is designed to provide direct medical and psychosocial care, support services such as food, housing, and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS healthcare costs.

Action:

Approve and authorize Chair to sign two agreements between Plumas County Public Health Agency and Lassen County Public Health Department to provide services for the Ryan White Part B and Part C programs; effective April 1, 2025; not to exceed RW Part B \$10,889.00; not to exceed RW Part C \$12,260.00; (No General Fund Impact) (RW Part B and RW Part C); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (RW Part B and Part C)

Attachments:

1. PARTB2526LCPH
2. PARTC2526LCPH

Award Information

The funding for this award is administered by the California Department of Public Health, provided in compliance with Part B of the Ryan White HIV/AIDS Treatment Act of 2006. This contracted amount is under scrutiny of state funding approval for the grant year of 2024-2029. Under the circumstances of a severe funding decrease, this contracted amount could be rescinded and renegotiated in order to be able to continue to provide full-scope services to our clients.

1. X07 Grant Agreement Number: 23-10974
2. CFDA Number and Name: 93.917, PARTB
3. Service Category: Medical Case Management, Non-medical Case Management

"This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. This Agreement is also subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount." - California Department of Public Health, Letter of Award to Plumas County Public Health Agency

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 **Public Health Agency** (hereinafter referred to as "County"), and the County of Lassen, through its Public Health Department, a political subdivision of the State of California (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Exhibit A shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Attendance. Subcontractor agrees to contact County in the event of taking time off that impacts normal work duties, especially when this will be for any extended amount of time.
3. Time Keeping. Subcontractor agrees to keep an adequate log of their time worked for the Part C grant. This is a requirement that California Department of Public Health has in place for all grant recipients and subrecipients.
4. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.

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- a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice.
 1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.
- b. Plumas County Public Health Agency will also review the HIV Care Connect (HCC) system compliance in which all the client's information and documentation is updated bi-weekly throughout the award period.
 1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.
5. Compensation. County shall pay Subcontractor 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 Subcontractor under this Agreement shall not exceed Ten Thousand Eight Hundred Eighty-Nine Dollars (\$10,889.00).
6. Term. The term of this agreement shall be from April 1, 2025, through March 31, 2026, unless terminated earlier as provided herein.
7. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
8. 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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9. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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.
10. 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.
11. 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants. Subcontractor shall have no obligation, however, to defend or indemnify or hold County Parties harmless from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of County Parties.
12. Insurance. Subcontractor 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:

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- 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify subcontractor's compliance.

13. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

____ COUNTY INITIALS

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that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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 Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

14. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
15. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor 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. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.
16. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
17. Non-discrimination. Subcontractor 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.
18. Choice of Law. The laws of the State of California shall govern this agreement.

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19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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. Subcontractor 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 Subcontractor.
25. 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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Lassen County Public Health Department
1445 Paul Bunyan Road
Susanville, CA 96130
Attention: Public Health Fiscal

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26. 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.
27. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
28. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor 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.
29. Suspension and Debarment. The County does not employ vendors or Subcontractors 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 Subcontractor is required to verify that none of the Subcontractor, 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 Subcontractor 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 Subcontractor 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.

30. 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 Subcontractor 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.
31. 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.

The parties agree to comply with the terms and conditions of the following exhibits, which are, by this reference, made a part of this Agreement.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
Attachment 1	Business Associate Agreement	15-21
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	22
Attachment 3	Darfur Contracting Act	23
Attachment 4	Subcontractor Certification Clause	24-28
C	Standard Grant Conditions	29-32
D	Additional Provisions	33-36
E	Information and Security Requirements w/Attachment 1	37-46
F	Federal Terms and Conditions w/Attachments 1 & 2	47-59

(SIGNATURES TO FOLLOW ON NEXT PAGE)

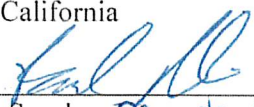
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IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.


SUBCONTRACTOR:

Lassen County Public Health
Department, a political subdivision of the
State of California

By: 
~~Danielle Sanchez~~ Brandon Rohrig
Interim Director, Lassen County Health
and Social Services
Date signed:


By: 
County Administrative Officer or
Designee
Date Signed: 7-2-25

APPROVED AS TO FORM:


Lassen County Counsel
Date signed:

COUNTY:

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

By: 
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Ryan White Required Services: The Subcontractor will provide medical case management services to persons with HIV in Lassen County as follows:

- a. Medical case management services. Provides a range a client centered services that link clients with health care, psychosocial and other services; provides coordination and follow-up of medical treatments; ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client's and other key family members' needs and personal support systems; includes the provision of treatment adherence counseling to ensure readiness for and adherence to complex HIV/AIDS treatments, regular assessment of service needs, development of a comprehensive service plan, coordination of services required to implement plan, regular client follow-up to assess efficacy of plan, and periodic evaluation and revision of plan; includes regular face-to-face client contact, as well as follow-up telephone and written contact.
- b. Non-Medical Case Management Services: Provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. May also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local healthcare and supportive services, or health insurance Marketplace plans. Face-to-face, phone contact, and any other forms of communication deemed appropriate to execute quality care. Initial and re-occurring assessments of service needs. Development of a comprehensive, individualized care plan. Continuous client monitoring to assess the efficacy of the care plan. Re-evaluation of the care plan at least every 6 months with adaptations as necessary.
- c. Provide one face-to-face visit with each client at least every ninety (90) days, ensure that CARE Act funds allocated to Lassen County clients are payer of last resort.
- d. Documentation of all encounters with client or attempts to reach out to client are entered into HCC.
- e. Case Manager is to log all vouchers and payments that are distributed to clients.
 - a. In the case of pre-paid food and gas vouchers, the case manager is to log what card goes to which clients, this can either be done by assigning the cards numbers or by using the last 4 digits of the card number on the back of the card. They are also to send a full receipt that has all the card numbers to the Project Director to be filed. If the case manager has chosen to assign the cards numbers (ex. 1-60) they must report to the project director which card has been assigned which number.
- f. Maintain client chart including appropriate update of chart forms and notes and obtaining copies of all pertinent medical records and notes from primary care provider.
- g. Ensure that client grievance procedures are in place and that clients receive a written copy of this procedure every year.
- h. Provide case findings and outreach efforts to at risk populations in Lassen County.
- i. Participate in clinical quality improvement related to support and care services in Lassen County.

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- j. Ensure that medical care and supportive care are at a minimum, consistent with Public Health Service guidelines.
- k. Attendance at bi-annual MCHAC meetings and report on program, and participation on MCHAC committees, as needed.
- l. Will offer partner services either directly or by referral to each HIV + individual. (See HIV Partner Services Policy).

Reporting and Performance Requirements: The Subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Generate and submit EIS Program quarterly data reports and annual RSR Report.
- B. Input data into HCC System.
 - a. Documentation of all encounters with client or attempts to reach out to client are entered into HCC.
 - b. Bi-weekly deadline for submitting all necessary data.
 - c. HCC March 1st deadline for reporting purposes and final invoices for Quarter 4 submitted by April 15th.
- C. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Subcontractor's Budget.
 - a. Final invoices for Quarter 4 submitted by April 15th.
- D. Bi-Annual attendance at MCHAC meetings and report on program.
- E. Provide PCPHA with a copy of the provider's license and proof of liability insurance.

HIV Partner Services Policy

Policy: HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06. CDPH Letterhead (ca.gov)

Purpose: HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services (PS) is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes client who:

1. Acute or recent HIV infection (infection acquired within the last 6 months);
2. Any new diagnosis of HIV infection, regardless of duration of infection;
3. Uncontrolled HIV viral load;
4. Concurrent syphilis or gonorrhea diagnosis

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After identifying a high-risk individual, the service provider will:

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview them about partners they had within a defined time period. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be made by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention
6. Follow up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client-centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.
- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.
- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- Free. Partner services should be free of charge for infected persons and their partners.
- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for HIV should not be a one-time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment. HIV-infected persons should have the ability to access partner services whenever needed.

EXHIBIT B**Fee Schedule****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this service agreement.

1. Invoice(s) Shall:

- a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
- b. Bear the Subcontractor name and Agreement Number.
- c. Identify the billing and/or performance period covered on the invoice.
- d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1 st – June 30 th	July 15 th
Second Quarter	July 1 st – September 30 th	October 15 th
Third Quarter	October 1 st – December 31 st	January 15 th
Fourth Quarter	January 1 st – March 31 st	April 15 th

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Ten Thousand Eight Hundred Eighty-Nine Dollars (\$10,889.00).

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EXHIBIT B-1**Budget**

There is a requirement to have a 98% expenditure for the total budget by the end of the fiscal contract year. If the subrecipient is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subrecipient to discuss the spend down plan for the remainder of the fiscal year. If the recipient and subrecipient are not able to come up with a plan for the subrecipient to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Program:	Part B
Contractor:	Lincoln County Public Health
Agreement:	4/1/2015
Contract Year End:	3/31/2020

Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	QTR	Remaining
Personnel							
Carling-Holmes, Kristin	Core Services	81,743	0.023	FTL	1,820		1,820
Carling-Holmes, Kristin	Support Services	81,743	0.023	FTL	1,820		1,820
Sola, Alyssa	Core Services	77,293	0.023	FTL	1,727		1,727
Sola, Alyssa	Support Services	77,293	0.023	FTL	1,727		1,727
					-		-
					-		-
					-		-
Total Personnel					7,214		7,214
fringe Benefits							
Carling-Holmes, Kristin	Core Services	1,820	0.160	Fringe Rate	632		632
Carling-Holmes, Kristin	Support Services	1,820	0.160	Fringe Rate	632		632
Sola, Alyssa	Core Services	1,727	0.160	Fringe Rate	601		601
Sola, Alyssa	Support Services	1,727	0.160	Fringe Rate	601		601
					-		-
					-		-
					-		-
Total Fringe Benefits					2,466		2,466
Travel							
Paul	Core Services	285	1.020	W-1 Cost	655		655
					-		-
					-		-
Total Travel					655		655
Contract	Administration	2,221	0.071	Indirect	514		514
Contract Total					10,889		10,889

ATTACHMENT 1

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"), County of Lassen, through its Public Health Department, a political subdivision of the State of California, referred to herein as Business Associate ("BA"), dated April 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.

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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 it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the

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extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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

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

practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: 

Date: 8/8/2025

BUSINESS ASSOCIATE

Lassen County Public Health
Department, a political subdivision of
the State of California

Name: ~~Danielle Sanchez~~ Brandon Rohrig

Title: ~~Interim~~ Director, Lassen County
Health and Social Services

Signature: 

Date: 7-29-25

ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Mawrice Anderson

Employee name (print)

[Signature]

Employee Signature

7-2-25

Date

Supervisor name (print)

Supervisor Signature

Date

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. LA
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) <u>Lassen County</u>		Federal ID Number
By (Authorized Signature) <u>[Signature]</u>		
Printed Name and Title of Person Signing <u>Maurice L. Anderson</u>		
Date Executed <u>7-2-25</u>	Executed in the County and State of <u>Lassen</u>	

Subcontractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) <i>MSA Lassen County</i>	Federal ID Number
By (Authorized Signature) <i>[Signature]</i> <i>MAVRICE L. ANDERSON</i> <i>CAO</i>	
Printed Name and Title of Person Signing	
Date Executed <i>7-2-25</i>	Executed in the County of <i>lassen</i>

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

**Exhibit D
Additional Provisions**

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

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

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://www.dgs.ca.gov/1/About/Pages/Ukraine-Russia-(ca.gov).aspx).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this 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/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit E
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit E
Information Privacy and Security Requirements

- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise

Exhibit E
Information Privacy and Security Requirements

specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. **Use Restrictions:** The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. **Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. **Security:** The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. **Security Officer:** At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. **Training:** The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. **Employee Discipline:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. **Notification to CDPH of Breach or Security Incident:** The Contractor shall notify CDPH **Immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such 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 or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. **Investigation of Breach and Security Incidents:** The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and

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Information Privacy and Security Requirements

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and Information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Members Training and Confidentiality.** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. Workforce Members Discipline.** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. Workforce Member Assessment.** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. Encryption.** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, Internet/website communication tools).
- B. Server Security.** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. Minimum Necessary.** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

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publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. *System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall

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conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

**Exhibit F
Federal Terms and Conditions**

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1362 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee

MAURICE L. ANDERSON
Printed Name of Person Signing for Grantee

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997377, MS 7700
Sacramento, CA 95899

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006. This contract is under scrutiny of approval for funding for the grant cycle of 2025 to 2028. Under the circumstances of non-approval, this contract is null and void.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

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 **Public Health Agency** (hereinafter referred to as "County"), and the County of Lassen, through its Public Health Department, a political subdivision of the State of California, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Attendance. Subcontractor agrees to contact County in the event of taking time off that impacts normal work duties, especially when this will be for any extended amount of time.
3. Time Keeping. Subcontractor agrees to keep an adequate log of their time worked for the Part C grant. This is a requirement that HRSA has in place for all grant recipients and subrecipients.
4. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the award's expectations.
 - a. Participation is required for annual monitoring visits to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice.
 1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline to ensure that the plan of action is being followed, and goals are being met.

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- b. Plumas County Public Health Agency will review the HIC Care Connect (HCC) system compliance in which all client's information and documentation is updated bi-weekly throughout the award period.
 1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.
5. Compensation. County shall pay Subcontractor 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 Subcontractor under this Agreement shall not exceed Twelve Thousand Two Hundred Sixty Dollars (\$12,260.00).
6. Term. The term of this agreement shall be from April 1, 2025, through March 31, 2026, unless terminated earlier as provided herein.
7. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
8. 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
9. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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.
10. 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.

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11. 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants. Subcontractor shall have no obligation, however, to defend or indemnify or hold County Parties harmless from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of County Parties.
12. Insurance. Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify subcontractor's compliance.

13. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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 Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
14. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by

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

15. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.
16. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
17. Non-discrimination. Subcontractor 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.
18. Choice of Law. The laws of the State of California shall govern this agreement.
19. 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.
20. 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.

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21. 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.
22. 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.
23. 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.
24. 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. Subcontractor 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 Subcontractor.
25. 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:
- Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator
- Subcontractor:
- Lassen County Public Health Department
1445 Paul Bunyan Road
Susanville, CA 96130
Attention: Public Health Fiscal
26. 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.
27. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

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28. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor 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.
29. Suspension and Debarment. The County does not employ vendors or Subcontractors 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 Subcontractor is required to verify that none of the Subcontractor, 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 Subcontractor 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 Subcontractor 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.
30. 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 Subcontractor agrees to

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provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

31. 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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
Attachment 1	Business Associate Agreement	15-21
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	22
Attachment 3	Darfur Contracting Act	23
Attachment 4	Subcontractor Certification Clause	24
C	General Terms and Conditions	25-28
D(F)	Special Terms and Conditions with Attachments 1 & 2	29-55
E	Additional Provisions	56-57
G	Information Privacy and Security Requirements with Attachment 1	58-68

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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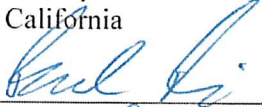
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IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.


SUBCONTRACTOR:

Lassen County Public Health
Department, a political subdivision of the
State of California

By: 
~~Danielle Sanchez~~ Brandon Rohrig
Interim Director, Lassen County Health
and Social Services
Date signed:


By: 
County Administrative Officer or
Designee
Date Signed: 7-2-25

APPROVED AS TO FORM:


Lassen County Counsel
Date signed:

COUNTY:

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

By: 
Nicole Reinert,
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Subcontractor Requirements:

1. Serve as the patient coordinator for the Mountain Counties EIS Program in Lassen County. Provide patient coordination to 4 to 6 EIS-enrolled patients in coordination with the primary medical provider and the HIV Consultant, as outlined in the HIV Early Intervention Services (EIS) Patient Coordinator Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate with Plumas District Hospital to receive their core medical services.
3. Provide treatment adherence education, health education, and risk reduction education to EIS patients; facilitate and track all health and social service referrals.
4. Provide substance abuse assessments for 2 to 4 HIV+ patients and refer, as needed, for ongoing substance abuse counseling services.
5. Participate in quarterly Regional Continuous Quality Improvement Committee meetings and in ongoing quality improvement projects.

Current Quality Measurement goals include:

- 85% of HIV+ women will receive annual PAP screening.
 - 85% of all HIV patients will have documented HCV status in chart/ARIES' HCC database.
 - 75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES.
 - 75% of all HIV patients using tobacco will receive cessation education & information.
 - 75% of all HIV patients will achieve viral load suppression of <200 copies.
 - 80% of all HIV patients will be retained in care – New patients seen every 4 months; Ongoing patients seen every 6 months.
6. Collect and input required client data for the EIS Program, generate data reports, and annual RSR Report.
 7. Invoice for services at least quarterly (see Subcontractors' budget).
 8. The Case Manager is to log all vouchers and payments that are distributed to clients.
 - i. In the case of pre-paid food and gas vouchers, the case manager is to log what card goes to which clients; this can either be done by assigning the cards numbers or by using the last 4 digits of the card number on the back of the card. They are also to send a full receipt that has all the card numbers to the Project Director to be filed. If the case manager has chosen to assign the cards numbers (ex. 1-60), they must report to the project director which card has been assigned which number.

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Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A) Provide client data as needed to the EIS patient coordinator for required reports to HRSA.
- B) Input data into HCC System:
 - a. Bi-weekly deadline for submitting all necessary data.
 - b. March 15th deadline for reporting purposes submitted by March 15th.
- C) Provide quarterly Outreach and Testing report.
- D) Bi-annual attendance at MCHAC meetings and report on program.
- E) Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.
 - a. Final invoices for Quarter 4 submitted by April 15th.

HIV Early Intervention Services (EIS) Patient Coordinator Job Description

Job Summary: This subcontracted position reports to the EIS CQI/Program Coordinator and Project Director and is responsible for intake, service plan development, coordination of HIV clinical services, and advocacy related to the PCPHA Early Intervention Services (EIS) Program.

Job Duties and Responsibilities:

- Counsels and assists the EIS client and significant others about HIV progression, management and transmission, adherence to medication regimens, community resources, and benefits.
- Coordinate with the EIS team the development of a written service plan for each EIP client.
- Oversee the EIS client's service plan schedule, assisting him/her in following the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special appointments, etc.).
- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.
- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.

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- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.
- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor, and ensure high levels of quality performance and productivity.
- Assures confidentiality of medical records and other client information.
- Attends required meetings and participates in committees as necessary.
- Participates in professional development activities to keep current with healthcare trends and practices in HIV clinical services management.
- Gathers data and reports monthly and annually for statistical and planning purposes.
- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.
- Perform related work as required. Attend the required meetings and participate in committees as necessary.

Knowledge and Abilities:

- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of the scope of practice for RNs, PHNs, LCSWs, or MFTs.
- Knowledge of universal precautions.
- Minimum of 3 years' experience in primary care or case management services with HIV/AIDS clients.
- Management or charge nurse education and experience preferred.
- Computer experience is preferred.
- Completion of an Accredited California State Approved RN or LCSW program. License current and in good standing.
- Current CPR certification.

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EXHIBIT B**Fee Schedule****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this Service Agreement.

1. Invoice(s) Shall.
 - a. Include backup documentation to support the invoice,
 - b. Bear the Subcontractor's name and Agreement Number exactly as shown on the Agreement.
 - c. Identify the expenses, billing, and/or performance period covered on the invoice.
 - d. Invoice(s) must be signed by authorized personnel.

2. Invoice(s) Schedule:

Invoice	Invoice Period	Due Date
First Quarter	April 1 st – June 30 th	July 15 th
Second Quarter	July 1 st – September 30 th	August 15 th
Third Quarter	August 1 st – December 31 st	January 15 th
Fourth Quarter	January 1 st – March 31 st	April 15 th

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Twelve Thousand Two Hundred Sixty Dollars (\$12,260.00).

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EXHIBIT B-1**Budget**

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend down plan for the remainder of the fiscal year. If County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Program: RANAP Part C
 Forecast: Revised Detail
 Contract #: April 1, 2015 - March 31, 2016
 Invoicing Frequency: Quarterly
 Invoice Period Number: 1

Personnel	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Cabrillo Helms, Kristin	Patient Coordination	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	81,710	0.016	FTL	1,311.00
Cabrillo Helms, Kristin	SA assessments	Med Case Mgt. Substance Abuse Svc & Test Kits	CMS	Substance Abuse Services Outpatient	81,710	0.006	FTL	500.00
Cabrillo Helms, Kristin	high risk outreach & testing	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	81,710	0.016	FTL	1,311.00
Soto, Alyssa	Patient Coordination	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	77,693	0.016	FTL	1,246.00
Soto, Alyssa	SA assessments	Med Case Mgt. Substance Abuse Svc & Test Kits	CMS	Substance Abuse Services Outpatient	77,693	0.006	FTL	466.00
Soto, Alyssa	high risk outreach & testing	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	77,693	0.016	FTL	1,246.00
Total Personnel								4,551.00
Fringe Benefits								
Cabrillo Helms, Kristin	Patient Coordination	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	1,311	0.340	Fringe Rte	446.00
Cabrillo Helms, Kristin	SA assessments	Med Case Mgt. Substance Abuse Svc & Test Kits	CMS	Substance Abuse Services Outpatient	500	0.340	Fringe Rte	171.00
Cabrillo Helms, Kristin	high risk outreach & testing	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	1,311	0.340	Fringe Rte	446.00
Soto, Alyssa	Patient Coordination	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	1,246	0.340	Fringe Rte	414.00
Soto, Alyssa	SA assessments	Med Case Mgt. Substance Abuse Svc & Test Kits	CMS	Substance Abuse Services Outpatient	466	0.340	Fringe Rte	158.00
Soto, Alyssa	high risk outreach & testing	Patient Coord/MCM	IS	Outpatient / Ambulatory Health Services	1,246	0.340	Fringe Rte	414.00
Total Fringe Benefits								2,091.00
Other								
	Med Test Kits & confirmatory testing	Med Case Mgt. Substance Abuse Svc & Test Kits	CMS	Early Intervention Services (EIS)	1,647	1.000	Unit Cost	1,788.00
Total Other								1,788.00
Subtotal		Patient Coord/MCM	Admin Exp	Graphic Administration	6,155	0.150		924.00
Total Subcontract								12,260.00

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**ATTACHMENT 1
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"), County of Lassen, through its Public Health Department, referred to herein as Business Associate ("BA"), dated April 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.

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- 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 it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the

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extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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

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

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practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

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

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

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

4. Disclaimer

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

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5. Certification

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

6. Amendment

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: 

Date: 8/8/2025

BUSINESS ASSOCIATE

Lassen County Public Health
Department, a political subdivision
of the State of California

Name: ~~Danielle Sanchez~~ Brandon Bohring

Title: ~~Interim~~ Director, Lassen County
Health and Social Services

Signature: 

Date: 7-29-25

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ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee name (print)

Maurice L. Anderson

Supervisor name (print)

Los Angeles County

Name of Employer

Employee Signature

[Signature]

Supervisor Signature

Date

7-2-25

Date

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

ATTACHMENT 3

State of California--Health and Human Services Agency

California Department of Public Health
Contracts and Purchasing Services Section**Darfur Contracting Act**

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. UA
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) <u>Lassen County</u>		Federal ID Number
By (Authorized Signature) <u>[Signature]</u>		
Printed Name and Title of Person Signing <u>Maurice L. Anderson</u>		
Date Executed <u>7-2-25</u>	Executed in the County and State of <u>Lassen</u>	

Subcontractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
<i>MCA Lassen County</i>	
By (Authorized Signature) <i>MCA</i>	
<i>Maurice L. Anderson</i>	<i>CAO</i>
Printed Name and Title of Person Signing	

Date Executed	Executed in the County of
<i>7-2-25</i>	<i>lassen</i>

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT C

STANDARD GRANT CONDITIONS

- 1. APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
- 2. AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
- 3. ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
- 4. AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
- 5. CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
- 6. INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
- 7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 8. GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.
- 2. Avoidance of Conflicts of Interest by Grantee**
- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

**Exhibit D
Additional Provisions**

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
- 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

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

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://oels.ca.gov/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this 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/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit E
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise

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specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. **Use Restrictions:** The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. **Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. **Security:** The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- /III. **Security Officer:** At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. **Training:** The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. **Employee Discipline:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. **Notification to CDPH of Breach or Security Incident:** The Contractor shall notify CDPH immediately by telephone and email upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such 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 or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. **Investigation of Breach and Security Incidents:** The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. **Written Report:** The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. **Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. **CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the Individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

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publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. *System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall

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conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

**Exhibit F
Federal Terms and Conditions**

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules Implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee

Printed Name of Person Signing for Grantee

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997377, MS 7700
Sacramento, CA 95899

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/>	
6. Federal Department/Agency: <input type="text"/>	7. Federal Program Name/Description: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: <input type="text"/>	
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): <input type="text"/>	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): <input type="text"/>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: <input type="text"/>	
	Print Name: <input type="text"/>	
	Title: <input type="text"/>	
	Telephone No.: <input type="text"/> Date: <input type="text"/>	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Dillon Parker dba Dillon's Mobile Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); **approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign an agreement with Dillon Parker dba Dillon's Mobile Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout programs); approved as to form by County Counsel.

Background and Discussion:

The contractor will provide automotive repair services on an as-needed basis upon request of the County. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Dillon Parker dba Dillon's Mobile Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) ((Senior Transportation, Realignment, allocated throughout Public Health programs)

Attachments:

1. PCPHA2526DMR

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 **Public Health Agency** (hereinafter referred to as "County"), and Dillon Parker, a sole proprietor dba Dillon's Mobile Repair (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-nine Dollars and 00/100 (\$9,999.00).
3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

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

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CONTRACTOR INITIALS ____

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

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

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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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

Dillon's Mobile Repair
216 East Sierra Avenue
Portola, CA 96122
Attn: Dillion Parker, Owner

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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.

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CONTRACTOR INITIALS ____

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:

Dillon Parker, a sole proprietor dba Dillon's
Mobile Repair

By: _____
Dillon Parker
Owner
Date signed:

COUNTY:

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

By: N Reinert
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall provide the following automotive repair services on as needed basis upon request of the County:

- a. Lube, oil and filter changes and vehicle inspection.
- b. Tire rotation.
- c. Vehicle alignment.
- d. Brakes and shock repair and replacement.
- e. Automotive repair for electrical, computer and mechanical purposes.

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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

EXHIBIT B

Compensation

Payment under this contract shall not exceed Nine Thousand Nine Hundred Ninety-nine Dollars and 00/100 (\$9,999.00).

1. Labor shall be charged at \$135.00 per hour.
2. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs that the 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 County. If at any time the Contractor believes that the repairs will cost more than the written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repair.
3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services.
4. The County shall not have any responsibility for payments to any subcontractor or supplier, 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.
5. The County shall pay any disputed amount invoiced within forty-five (45) days of the County's receipt of Contractor's invoice.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

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**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Robert Price dba Coates Tire Center to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign an agreement with Robert Price dba Coates Tire Center to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout programs); approved as to form by County Counsel.

Background and Discussion:

The contractor will provide automotive repair services on an as-needed basis upon request of the County. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Robert Price dba Coates Tire Center to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) ((Senior Transportation, Realignment, allocated throughout Public Health programs)

Attachments:

1. PCPHA2526CTC

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 **Public Health Agency** hereinafter referred to as "County"), and Robert Price, an individual dba Coates 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 Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 (\$9,999.00).
3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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.

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

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

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CONTRACTOR INITIALS ____

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

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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CONTRACTOR INITIALS ____

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

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

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CONTRACTOR INITIALS ____

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

Coates Tire Center
73816 S. Delleker Road
Portola, CA 96122
Attn: Robert Price, Owner

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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


CONTRACTOR:

Robert Price, an individual dba Coates Tire Center

By: _____
Robert Price
Owner
Date signed:

COUNTY:

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

By: 
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:

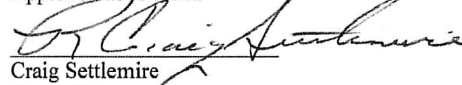

Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall provide the following automotive repair services on as needed basis upon request of the County:

- a. Lube, oil and filter changes and vehicle inspection.
- b. Sale, mounting and balancing of new tires.
- c. Tire rotation.
- d. Vehicle alignment.
- e. Brakes and shock repair and replacement.
- f. Automotive repair for electrical, computer and mechanical purposes.

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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

EXHIBIT B

Compensation

Payment under this contract shall not exceed Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 (\$9,999.00).

1. Labor shall be charged at \$135.00 per hour.
2. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs that the 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 County. If at any time the Contractor believes that the repairs will cost more than the written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repair.
3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services.
4. The County shall not have any responsibility for payments to any subcontractor or supplier, 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.
5. The County shall pay any disputed amount invoiced within forty-five (45) days of the County's receipt of Contractor's invoice.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

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CONTRACTOR INITIALS ____



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Levi Pence dba Hi-Tech Frame and Finish to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign an agreement with Levi Pence dba Hi-Tech Frame and Finish to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout programs); approved as to form by County Counsel.

Background and Discussion:

The contractor will provide automotive repair services on an as-needed basis upon request of the County. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Levi Pence dba Hi-Tech Frame and Finish to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) ((Senior Transportation, Realignment, allocated throughout Public Health programs)

Attachments:

1. PCPHA2526HITECH

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 **Public Health Agency** (hereinafter referred to as "County"), and Levi Pence, an individual dba Hi-Tech Frame and Finish (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninty-Nine Dollars and 00/100 (\$9,999.00).
3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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.

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CONTRACTOR INITIALS ____

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

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

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

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

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CONTRACTOR INITIALS ____

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

Hi-Tech Frame and Finish
1229 Industrial Way
Quincy, CA 95971
Attn: Levi Pence, Owner

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

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CONTRACTOR INITIALS ____

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:

Levi Pence, an individual dba Hi-Tech Frame and Finish

By: _____
Levi Pence
Owner
Date signed:

COUNTY:

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

By: N Reinert
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall provide the following automotive repair services on 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.

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

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CONTRACTOR INITIALS ____

EXHIBIT B

Compensation

Payment under this contract shall not exceed Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 (\$9,999.00).

1. Labor shall be charged at the rate of:
 - a. Body labor shall be charged at \$105.00 per hour.
 - b. Refinish labor \$105.00 Per hour.
 - c. Mechanical \$140.00 per hour.
 - d. Frame \$120.00 per hour.
 - e. Paint Material Rates \$65.00 per hour.
2. Parts will be charged at Dealer Cost.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs that the 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 County. If at any time the Contractor believes that the repairs will cost more than the written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repair.
4. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services.
5. The County shall not have any responsibility for payments to any subcontractor or supplier, Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The County shall pay any disputed amount invoiced within forty-five (45) days of the County's receipt of Contractor's invoice.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

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**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Jonathan Ricetti dba JR's Auto & Truck Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign an agreement with Jonathan Ricetti dba JR's Auto & Truck Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout programs); approved as to form by County Counsel.

Background and Discussion:

The contractor will provide automotive repair services on an as-needed basis upon request of the County. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Jonathan Ricetti dba JR's Auto & Truck Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) ((Senior Transportation, Realignment, allocated throughout Public Health programs)

Attachments:

1. PCPHA2526JR

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 **Public Health Agency** (hereinafter referred to as "County"), and Jonathan Ricetti, a sole proprietor dba JR's Auto & Truck Repair (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 (\$9,999.00).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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.

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CONTRACTOR INITIALS ____

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

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.

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____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

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

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CONTRACTOR INITIALS ____

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

JR's Auto & Truck Repair
2115 E. Main Street
Quincy, CA 95971
Attn: Jonathan Ricetti, Owner

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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


CONTRACTOR:

Jonathan Ricetti, a sole proprietor dba JR's
Auto & Truck Repair

By: _____
Jonathan Ricetti
Owner
Date signed:

COUNTY:

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

By:  _____
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:



Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall provide the following automotive repair services on as needed basis upon request of the County:

- a. Lube, oil, and filter changes.
- b. Tire rotation.
- c. Brakes and shock repair and replacement.
- d. Automotive repair for electrical, computer, and mechanical purposes.

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT B

Compensation

Payment under this contract shall not exceed Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 (\$9,999.00).

1. Labor shall be charged at \$125.00 per hour.
2. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs that the 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 County. If at any time the Contractor believes that the repairs will cost more than the written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repair.
3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services.
4. The County shall not have any responsibility for payments to any subcontractor or supplier, 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.
5. The County shall pay any disputed amount invoiced within forty-five (45) days of the County's receipt of Contractor's invoice.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: August 19, 2025
SUBJECT: Human Resources

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cyndi Tweedle, Human Resources Analyst II
MEETING DATE: August 19, 2025
SUBJECT: Adopt **RESOLUTION** approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Plumas County's pay schedule has been updated to reflect new base wages for the Confidential Unit (Resolution No. 2025-9046) and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule.

Action:

Adopt **RESOLUTION** approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund impact

Attachments:

1. 6339 FINAL for 08-19-2025

RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE

WHEREAS, Plumas County (County) is contracted with CalPERS and therefore it is the County's responsibility to comply with all terms and conditions set forth in the County's contract with CalPERS and to ensure all reportable information is compliant with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR), and

WHEREAS, Plumas County is aware that publicly available Pay Schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits, and

WHEREAS, Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available Pay Schedule used to determine pay rates and the proposed Pay Schedule meets those requirements, and

WHEREAS, this Pay Schedule reflects new job classification wage ranges for the Confidential Unit outlined in the Memorandum of Understanding approved by the Board of Supervisors on August 5, 2025 per Resolution 2025-9046. The updated wages are effective August 10, 2025 and have General Fund impact, and

WHEREAS, Human Resources is requesting the adoption of the revised Pay Schedule for Fiscal Year 2025/2026.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve this Resolution to adopt Plumas County's revised Pay Schedule attached as Exhibit A.

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 19th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:

1



Joshua Brachtel, Attorney
County Counsel's Office

**County of Plumas
Pay Schedule**

EXHIBIT A

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
ACCOUNTANT	\$23.29	\$24.45	\$25.69	\$26.97	\$28.33	\$29.76	\$31.25	\$32.81	\$34.46	\$36.19	\$38.00	\$39.90
ACCOUNTANT AUDITOR 1	\$26.32	\$27.64	\$29.03	\$30.49	\$32.02	\$33.62	\$35.30	\$37.08	\$38.92	\$40.89	\$42.93	\$45.08
ACCOUNTANT AUDITOR 2	\$29.01	\$30.46	\$32.00	\$33.59	\$35.28	\$37.06	\$38.90	\$40.84	\$42.91	\$45.05	\$47.30	\$49.67
ASSISTANT AUDITOR/CONTROLLER	\$33.56	\$35.23	\$37.00	\$38.86	\$40.81	\$42.88	\$45.01	\$47.27	\$49.63	\$52.12	\$54.73	\$57.47
ASST RISK MGR/OCC SAFETY & HEALTH SPEC	\$31.41	\$32.98	\$34.62	\$36.36	\$38.19	\$40.10	\$42.11	\$44.23	\$46.42	\$48.75	\$51.19	\$53.75
CHIEF DEPUTY AUDITOR	\$32.01	\$33.61	\$35.29	\$37.07	\$38.91	\$40.88	\$42.93	\$45.07	\$47.34	\$49.72	\$52.21	\$54.82
CLERK OF THE BOARD	\$30.83	\$32.38	\$34.00	\$35.70	\$37.48	\$39.36	\$41.33	\$43.40	\$45.56	\$47.85	\$50.24	\$52.75
DEPUTY COUNTY COUNSEL 1	\$42.06	\$44.17	\$46.39	\$48.72	\$51.15	\$53.70	\$56.40	\$59.21	\$62.17	\$65.29	\$68.55	\$71.98
DEPUTY COUNTY COUNSEL 2	\$46.89	\$49.24	\$51.70	\$54.29	\$57.00	\$59.85	\$62.84	\$65.99	\$69.29	\$72.74	\$76.38	\$80.20
DEPUTY COUNTY COUNSEL 3	\$52.75	\$55.39	\$58.16	\$61.06	\$64.12	\$67.32	\$70.70	\$74.23	\$77.94	\$81.83	\$85.92	\$90.22
FISCAL SUPPORT COORDINATOR	\$21.93	\$23.05	\$24.19	\$25.41	\$26.70	\$28.03	\$29.44	\$30.93	\$32.48	\$34.10	\$35.81	\$37.60
HELP DESK SPECIALIST	\$24.00	\$25.21	\$26.48	\$27.81	\$29.21	\$30.67	\$32.21	\$33.83	\$35.52	\$37.30	\$39.17	\$41.13
HR PAYROLL SPECIALIST 1	\$25.39	\$26.66	\$28.02	\$29.41	\$30.90	\$32.45	\$34.06	\$35.78	\$37.58	\$39.47	\$41.44	\$43.51
HR PAYROLL SPECIALIST 2	\$28.00	\$29.40	\$30.89	\$32.44	\$34.05	\$35.77	\$37.57	\$39.46	\$41.43	\$43.52	\$45.70	\$47.99
HUMAN RESOURCES ANALYST 1	\$26.31	\$27.63	\$29.02	\$30.48	\$32.01	\$33.61	\$35.29	\$37.07	\$38.91	\$40.88	\$42.92	\$45.07
HUMAN RESOURCES ANALYST 2	\$29.01	\$30.46	\$32.00	\$33.59	\$35.28	\$37.06	\$38.90	\$40.84	\$42.91	\$45.05	\$47.30	\$49.67
HUMAN RESOURCES TECHNICIAN 1	\$20.39	\$21.42	\$22.50	\$23.62	\$24.81	\$26.04	\$27.35	\$28.73	\$30.16	\$31.67	\$33.25	\$34.91
HUMAN RESOURCES TECHNICIAN 2	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.92	\$36.67	\$38.51
HUMAN RESOURCES TECHNICIAN 3	\$23.86	\$25.05	\$26.30	\$27.62	\$29.01	\$30.46	\$32.00	\$33.59	\$35.28	\$37.06	\$38.91	\$40.86
LEAD FISCAL & TECH SERV ASST	\$19.45	\$20.43	\$21.45	\$22.53	\$23.67	\$24.85	\$26.09	\$27.40	\$28.78	\$30.23	\$31.74	\$33.33
MANAGEMENT ANALYST 1	\$26.31	\$27.63	\$29.02	\$30.48	\$32.01	\$33.61	\$35.29	\$37.07	\$38.91	\$40.88	\$42.92	\$45.07
MANAGEMENT ANALYST 2	\$29.01	\$30.46	\$32.00	\$33.59	\$35.28	\$37.06	\$38.90	\$40.84	\$42.91	\$45.05	\$47.30	\$49.67
NETWORK/EDR ADMINISTRATOR	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.20	\$43.26	\$45.42	\$47.69	\$50.07	\$52.57	\$55.20
OFFICE OF EMERGENCY SERVICES-OES MGR.	\$32.07	\$33.67	\$35.35	\$37.13	\$39.00	\$40.95	\$43.00	\$45.14	\$47.41	\$49.79	\$52.28	\$54.89
PARALEGAL 1	\$25.39	\$26.66	\$28.02	\$29.41	\$30.90	\$32.45	\$34.06	\$35.78	\$37.58	\$39.47	\$41.44	\$43.51
PARALEGAL 2	\$28.00	\$29.40	\$30.89	\$32.44	\$34.05	\$35.77	\$37.57	\$39.46	\$41.43	\$43.52	\$45.70	\$47.99
PARALEGAL 3	\$32.09	\$33.70	\$35.39	\$37.17	\$39.04	\$41.00	\$43.05	\$45.22	\$47.48	\$49.86	\$52.35	\$54.97
PAYROLL SPECIALIST 1	\$25.39	\$26.66	\$28.02	\$29.41	\$30.90	\$32.45	\$34.06	\$35.78	\$37.58	\$39.47	\$41.44	\$43.51
PAYROLL SPECIALIST 2	\$28.00	\$29.40	\$30.89	\$32.44	\$34.05	\$35.77	\$37.57	\$39.46	\$41.43	\$43.52	\$45.70	\$47.99
SAAS SYSTEMS ADMINISTRATOR	\$34.73	\$36.47	\$38.29	\$40.22	\$42.23	\$44.34	\$46.56	\$48.90	\$51.34	\$53.90	\$56.60	\$59.43
SYSTEMS ANALYST 1	\$30.49	\$32.02	\$33.62	\$35.30	\$37.08	\$38.92	\$40.89	\$42.96	\$45.09	\$47.37	\$49.74	\$52.23
SYSTEMS ANALYST 2	\$33.56	\$35.23	\$37.00	\$38.86	\$40.81	\$42.88	\$45.01	\$47.27	\$49.63	\$52.12	\$54.73	\$57.47

**County of Plumas
Pay Schedule**

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

CONTRACT EMPLOYEES

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
AIRPORT MANAGER	\$22.03	\$23.14	\$24.29	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00	\$32.55	\$34.18
ASSISTANT COUNTY COUNSEL	\$55.44	\$58.21	\$61.12	\$64.18	\$67.39	\$70.76	\$74.29	\$78.01	\$81.91	\$86.01
BH DEPUTY DIRECTOR	\$45.00	\$47.25	\$49.62	\$52.11	\$54.72	\$57.46	\$60.34	\$63.36	\$66.53	\$69.86
DISASTER RECOVERY COORDINATOR	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70	\$46.93	\$49.28	\$51.74	\$54.33
GRANT MANAGER	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70	\$46.93	\$49.28	\$51.74	\$54.33

**County of Plumas
Pay Schedule**

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DEPARTMENT HEADS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
AG COMM/SEALER OF WTS & MEAS	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
ALCOHOL & DRUG ADMINISTRATOR	\$36.06	\$37.87	\$39.77	\$41.76	\$43.85	\$46.05	\$48.36	\$50.78	\$53.32	\$55.99
BEHAVIORAL HEALTH DIRECTOR	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
CHIEF PROBATION OFFICER	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
COUNTY ADMINISTRATIVE OFFICER	\$75.00	\$78.75	\$82.69	\$86.82	\$91.16	\$95.72	\$100.51	\$105.53	\$110.81	\$116.35
COUNTY COUNSEL	\$70.71	\$74.25	\$77.96	\$81.86	\$85.95	\$90.25	\$94.76	\$99.50	\$104.47	\$109.69
COUNTY FAIR MANAGER	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
COUNTY LIBRARIAN	\$38.00	\$39.90	\$41.90	\$43.99	\$46.19	\$48.50	\$50.92	\$53.47	\$56.14	\$58.95
DIRECTOR OF BUILDING SERVICES	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$59.99	\$62.98	\$66.13	\$69.44	\$72.91
DIRECTOR OF CHILD SUPPORT SVCS	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
DIRECTOR OF FACILITY SERVICES	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05
DIRECTOR OF INFO TECHNOLOGIES	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
DIRECTOR OF PUBLIC HEALTH	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
DIRECTOR OF PUBLIC WORKS	\$55.00	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71	\$77.39	\$81.26	\$85.32
DIRECTOR OF RISK MANAGEMENT AND SAFETY	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
ENVIRONMENTAL HEALTH DIRECTOR	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
HUMAN RESOURCES DIRECTOR	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
MUSEUM DIRECTOR	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29	\$40.20	\$42.21	\$44.32	\$46.54
PLANNING DIRECTOR	\$55.38	\$58.15	\$61.06	\$64.11	\$67.31	\$70.68	\$74.21	\$77.93	\$81.82	\$85.91
SOCIAL SERV DIR/PUB GUARD/PC	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57

**County of Plumas
Pay Schedule**

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

ELECTED OFFICIALS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSESSOR	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$49.68	\$52.16	\$54.77	\$57.51	\$60.38
AUDITOR/CONTROLLER	\$48.84	\$0.00	\$0.00	\$0.00	\$0.00	\$51.29	\$53.85	\$56.55	\$59.37	\$62.36
BOARD OF SUPERVISORS-CPI 2014	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$24.35	\$25.56	\$26.84	\$28.19
BOARD OF SUPERVISORS-CPI 2018	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00
BOARD OF SUPERVISORS-NON PERS-CPI 2022	\$30.36	\$0.00	\$0.00	\$0.00	\$0.00	\$31.87	\$33.47	\$35.14	\$36.90	\$38.74
BOARD OF SUPERVISORS-PERSABLE-CPI 2022	\$28.38	\$0.00	\$0.00	\$0.00	\$0.00	\$29.80	\$31.29	\$32.85	\$34.50	\$36.22
BOARD OF SUPERVISORS-NON PERS-CPI 2023	\$31.62	\$0.00	\$0.00	\$0.00	\$0.00	\$33.20	\$34.86	\$36.60	\$38.43	\$40.35
BOARD OF SUPERVISORS-PERSABLE-CPI 2023	\$29.56	\$0.00	\$0.00	\$0.00	\$0.00	\$31.04	\$32.59	\$34.22	\$35.93	\$37.73
BOARD OF SUPERVISORS-NON PERS-CPI 2024	\$32.83	\$0.00	\$0.00	\$0.00	\$0.00	\$34.48	\$36.20	\$38.01	\$39.91	\$41.90
BOARD OF SUPERVISORS-PERSABLE-CPI 2024	\$30.70	\$0.00	\$0.00	\$0.00	\$0.00	\$32.23	\$33.84	\$35.53	\$37.31	\$39.18
BOARD OF SUPERVISORS-NON PERS-CPI 2025	\$33.73	\$0.00	\$0.00	\$0.00	\$0.00	\$35.41	\$37.18	\$39.04	\$40.99	\$43.04
BOARD OF SUPERVISORS-PERSABLE-CPI 2025	\$31.53	\$0.00	\$0.00	\$0.00	\$0.00	\$33.11	\$34.76	\$36.50	\$38.32	\$40.24
CLERK-RECORDER **	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$49.68	\$52.16	\$54.77	\$57.51	\$60.38
DISTRICT ATTORNEY	\$86.84	\$0.00	\$0.00	\$0.00	\$0.00	\$91.18	\$95.74	\$100.52	\$105.54	\$110.84
SHERIFF/CORONER	\$60.23	\$0.00	\$0.00	\$0.00	\$0.00	\$63.25	\$66.41	\$69.73	\$73.20	\$76.87
TREASURER/TAX COLLECTOR **	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$49.68	\$52.16	\$54.77	\$57.51	\$60.38

**** Stipends adopted by Ordinance #07-1059 on 09/02/2007, revised as of 06/29/2025 per Ordinance #22-1142 adopted 03/01/2022**

CLERK-RECORDER	\$4.38	\$0.00	\$0.00	\$0.00	\$0.00	\$4.60	\$4.83	\$5.07	\$5.33	\$5.59
TREASURER/TAX COLLECTOR	\$5.30	\$0.00	\$0.00	\$0.00	\$0.00	\$5.57	\$5.85	\$6.14	\$6.45	\$6.77

**County of Plumas
Pay Schedule**

**Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX**

OE3 PUBLIC WORKS

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
ASSISTANT ENGINEER	\$31.94	\$33.54	\$35.21	\$36.98	\$38.84	\$40.79	\$42.83	\$44.99	\$47.23	\$49.60	\$52.09	\$54.70
ASSOCIATE ENGINEER	\$32.49	\$34.10	\$35.82	\$37.62	\$39.50	\$41.48	\$43.56	\$45.76	\$48.04	\$50.46	\$52.98	\$55.63
ENGINEERING AIDE	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
ENGINEERING TECHNICIAN 1	\$22.44	\$23.57	\$24.77	\$26.00	\$27.31	\$28.68	\$30.13	\$31.63	\$33.22	\$34.89	\$36.64	\$38.47
ENGINEERING TECHNICIAN 2	\$24.26	\$25.46	\$26.76	\$28.11	\$29.51	\$30.99	\$32.55	\$34.18	\$35.89	\$37.71	\$39.60	\$41.58
EQUIPMENT SERVICE WORKER	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 1	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 2	\$19.44	\$20.41	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.26
FISCAL/TECHNICAL SERVICES ASSISTANT 3	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.94	\$36.68
LEAD POWER EQUIPMENT MECHANIC	\$25.22	\$26.50	\$27.84	\$29.23	\$30.71	\$32.23	\$33.86	\$35.57	\$37.35	\$39.23	\$41.19	\$43.25
MANAGEMENT ANALYST 1	\$24.31	\$25.51	\$26.81	\$28.14	\$29.55	\$31.03	\$32.60	\$34.22	\$35.94	\$37.74	\$39.63	\$41.61
MANAGEMENT ANALYST 2	\$27.03	\$28.38	\$29.80	\$31.29	\$32.85	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$44.06	\$46.27
MECHANIC/SHOP TECHNICIAN	\$22.86	\$24.01	\$25.21	\$26.49	\$27.82	\$29.21	\$30.70	\$32.22	\$33.84	\$35.54	\$37.31	\$39.18
POWER EQUIPMENT MECHANIC 1	\$21.15	\$22.21	\$23.33	\$24.50	\$25.73	\$27.03	\$28.39	\$29.81	\$31.31	\$32.87	\$34.52	\$36.24
POWER EQUIPMENT MECHANIC 2	\$22.86	\$24.01	\$25.21	\$26.49	\$27.82	\$29.21	\$30.70	\$32.22	\$33.84	\$35.54	\$37.31	\$39.18
PRINCIPAL TRANSPORTATION PLANNER	\$37.61	\$39.49	\$41.47	\$43.55	\$45.75	\$48.03	\$50.45	\$52.97	\$55.63	\$58.41	\$61.32	\$64.39
PUBLIC WORKS MAINTENANCE LEADWORKER	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.92	\$36.67	\$38.51
PUBLIC WORKS MAINTENANCE WORKER 1	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
PUBLIC WORKS MAINTENANCE WORKER 2	\$19.44	\$20.41	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.26
PUBLIC WORKS MAINTENANCE WORKER 3	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.94	\$36.68
PUBLIC WORKS SENIOR ENV. PLANNER	\$32.49	\$34.10	\$35.82	\$37.62	\$39.50	\$41.48	\$43.56	\$45.76	\$48.04	\$50.46	\$52.98	\$55.63
SENIOR ENGINEERING TECHNICIAN	\$26.73	\$28.06	\$29.49	\$30.96	\$32.51	\$34.13	\$35.86	\$37.65	\$39.54	\$41.51	\$43.59	\$45.77
SOLID WASTE PROGRAM MANAGER	\$29.48	\$30.95	\$32.50	\$34.12	\$35.83	\$37.62	\$39.50	\$41.48	\$43.56	\$45.75	\$48.03	\$50.44
TRANSPORTATION PLANNER	\$31.94	\$33.54	\$35.21	\$36.98	\$38.84	\$40.79	\$42.83	\$44.99	\$47.23	\$49.60	\$52.09	\$54.70
WELDER	\$22.20	\$23.32	\$24.48	\$25.71	\$27.02	\$28.38	\$29.79	\$31.30	\$32.86	\$34.53	\$36.25	\$38.07

**County of Plumas
Pay Schedule**

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

OE3 PUBLIC WORKS MID-MGMT

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
ASSISTANT DIRECTOR OF PUBLIC WORKS	\$39.48	\$41.46	\$43.54	\$45.74	\$48.02	\$50.44	\$52.96	\$55.62	\$58.38	\$61.32	\$64.39	\$67.61
DEPUTY DIRECTOR OF PUBLIC WORKS	\$39.48	\$41.46	\$43.54	\$45.74	\$48.02	\$50.44	\$52.96	\$55.62	\$58.38	\$61.32	\$64.39	\$67.61
EQUIPMENT MAINTENANCE SUPERVISOR	\$29.48	\$30.95	\$32.50	\$34.12	\$35.83	\$37.62	\$39.50	\$41.48	\$43.56	\$45.75	\$48.03	\$50.44
PUBLIC WORKS ADMIN SERVICES OFFICER	\$38.48	\$40.40	\$42.42	\$44.55	\$46.79	\$49.13	\$51.59	\$54.18	\$56.91	\$59.76	\$62.75	\$65.89
PW FISCAL OFFICER/ADMIN SERVICES MANAGER	\$33.92	\$35.63	\$37.42	\$39.29	\$41.27	\$43.34	\$45.52	\$47.79	\$50.18	\$52.70	\$55.34	\$58.11
PW ROAD MAINTENANCE SUPERVISOR	\$26.05	\$27.36	\$28.72	\$30.18	\$31.70	\$33.28	\$34.96	\$36.71	\$38.56	\$40.48	\$42.50	\$44.64

**County of Plumas
Pay Schedule**

**Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX**

OE3 GENERAL

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
4-H REPRESENTATIVE	\$20.59	\$21.62	\$22.69	\$23.85	\$25.04	\$26.30	\$27.63	\$29.01	\$30.47	\$31.99	\$33.59	\$35.27
ACCOUNTANT	\$21.65	\$22.75	\$23.89	\$25.08	\$26.36	\$27.68	\$29.07	\$30.53	\$32.05	\$33.66	\$35.34	\$37.11
ACCOUNTING TECHNICIAN	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36
ADMINISTRATIVE ASSISTANT 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
ADMINISTRATIVE ASSISTANT 2	\$19.93	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.50	\$34.12
AG & STANDARDS INSPECTOR 1	\$24.27	\$25.48	\$26.76	\$28.11	\$29.51	\$30.99	\$32.54	\$34.19	\$35.89	\$37.70	\$39.59	\$41.56
AG & STANDARDS INSPECTOR 2	\$28.22	\$29.65	\$31.12	\$32.67	\$34.32	\$36.04	\$37.85	\$39.75	\$41.75	\$43.84	\$46.03	\$48.33
AG & STANDARDS INSPECTOR 3	\$31.13	\$32.69	\$34.34	\$36.06	\$37.86	\$39.77	\$41.76	\$43.86	\$46.05	\$48.36	\$50.78	\$53.32
AG & STANDARDS TECHNICIAN 1	\$18.74	\$19.69	\$20.68	\$21.73	\$22.83	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.60	\$32.13
AG & STANDARDS TECHNICIAN 2	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97	\$33.57	\$35.25
AG & STANDARDS TECHNICIAN 3	\$22.35	\$23.47	\$24.66	\$25.89	\$27.20	\$28.57	\$30.00	\$31.50	\$33.08	\$34.75	\$36.49	\$38.31
AG & STANDARDS MANAGEMENT ANALYST 1	\$25.12	\$26.39	\$27.72	\$29.11	\$30.56	\$32.09	\$33.70	\$35.39	\$37.17	\$39.04	\$40.99	\$43.04
AG & STANDARDS MANAGEMENT ANALYST 2	\$27.94	\$29.34	\$30.81	\$32.36	\$33.98	\$35.70	\$37.48	\$39.36	\$41.33	\$43.40	\$45.57	\$47.85
ALCOHOL & DRUG PREV COORD	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
ALCOHOL & DRUG THERAPIST 1	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25	\$45.41
ALCOHOL & DRUG THERAPIST 2	\$29.23	\$30.70	\$32.23	\$33.86	\$35.55	\$37.33	\$39.20	\$41.17	\$43.23	\$45.41	\$47.67	\$50.06
ALTERNATIVE SENTENCING COORD	\$22.83	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61	\$32.13	\$33.76	\$35.44	\$37.21	\$39.07
ANIMAL CONTROL OFFICER 1	\$21.29	\$22.34	\$23.46	\$24.64	\$25.86	\$27.16	\$28.52	\$29.94	\$31.44	\$33.01	\$34.66	\$36.39
ANIMAL CONTROL OFFICER 2	\$24.64	\$25.86	\$27.16	\$28.52	\$29.94	\$31.44	\$33.01	\$34.66	\$36.39	\$38.23	\$40.14	\$42.15
ANIMAL SHELTER ATTENDANT	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
APPRAISAL ASSISTANT	\$20.68	\$21.73	\$22.83	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61	\$32.13	\$33.74	\$35.42
APPRAISER 1	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
APPRAISER 2	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37	\$39.24	\$41.21
APPRAISER 3	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25	\$45.41
ASSISTANT COOK	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
ASSISTANT MUSEUM DIRECTOR	\$19.22	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96
ASSISTANT PLANNER	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37	\$39.24
ASSOCIATE PLANNER	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
AUDITOR ACCOUNTING CLERK 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
AUDITOR ACCOUNTING CLERK 2	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31
AUDITOR ACCOUNTING TECH 1	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.53	\$34.16	\$35.87	\$37.66
AUDITOR/APPRaiser 1	\$20.68	\$21.73	\$22.83	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61	\$32.13	\$33.74	\$35.42
AUDITOR/APPRaiser 2	\$22.36	\$23.50	\$24.67	\$25.91	\$27.20	\$28.58	\$30.00	\$31.50	\$33.09	\$34.75	\$36.49	\$38.31
AUDITOR/APPRaiser 3	\$24.66	\$25.89	\$27.19	\$28.57	\$29.99	\$31.49	\$33.08	\$34.74	\$36.48	\$38.30	\$40.22	\$42.23
BH ADMINISTRATIVE ASSISTANT 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
BH ADMINISTRATIVE ASSISTANT 2	\$19.93	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.50	\$34.12

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
BH CASE MGMT SPECIALIST 1	\$24.37	\$25.61	\$26.87	\$28.23	\$29.65	\$31.13	\$32.69	\$34.34	\$36.06	\$37.87	\$39.76	\$41.75
BH CASE MGMT SPECIALIST 2	\$26.86	\$28.22	\$29.62	\$31.12	\$32.68	\$34.33	\$36.04	\$37.86	\$39.77	\$41.75	\$43.84	\$46.03
BH CASE MGMT SPECIALIST SR	\$29.36	\$30.86	\$32.40	\$34.01	\$35.73	\$37.51	\$39.39	\$41.37	\$43.45	\$45.62	\$47.90	\$50.30
BH CLINICAL RECORDS SPECIALIST	\$21.24	\$22.32	\$23.44	\$24.61	\$25.85	\$27.15	\$28.51	\$29.93	\$31.44	\$33.01	\$34.66	\$36.39
BH QUALITY ASSURANCE COORD	\$32.49	\$34.10	\$35.82	\$37.62	\$39.50	\$41.48	\$43.56	\$45.76	\$48.04	\$50.46	\$52.98	\$55.63
BH SITE COORDINATOR	\$22.55	\$23.69	\$24.87	\$26.13	\$27.42	\$28.81	\$30.26	\$31.76	\$33.37	\$35.04	\$36.79	\$38.63
BH SUBSTANCE USE DISORDER COUNSELOR I	\$28.26	\$29.68	\$31.16	\$32.73	\$34.36	\$36.09	\$37.91	\$39.81	\$41.80	\$43.89	\$46.08	\$48.39
BH SUBSTANCE USE DISORDER COUNSELOR II	\$31.41	\$32.98	\$34.62	\$36.36	\$38.19	\$40.10	\$42.11	\$44.23	\$46.42	\$48.75	\$51.19	\$53.75
BH SUPERVISING SITE COORD	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
BH SUPPORT SERVICES COORD	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96	\$34.61
BH SUPPORTIVE SERVICES TECH 1	\$18.99	\$19.93	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.50
BH SUPPORTIVE SERVICES TECH 2	\$19.93	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.50	\$34.12
BH SYSTEMS ANALYST	\$31.24	\$32.82	\$34.45	\$36.19	\$38.02	\$39.92	\$41.92	\$44.02	\$46.23	\$48.55	\$50.98	\$53.53
BH THERAPIST 1	\$30.39	\$31.91	\$33.51	\$35.20	\$36.95	\$38.81	\$40.76	\$42.80	\$44.95	\$47.21	\$49.57	\$52.05
BH THERAPIST 2	\$33.48	\$35.18	\$36.92	\$38.79	\$40.73	\$42.77	\$44.92	\$47.18	\$49.54	\$52.03	\$54.63	\$57.36
BH THERAPIST SENIOR	\$36.97	\$38.83	\$40.78	\$42.82	\$44.97	\$47.23	\$49.60	\$52.09	\$54.68	\$57.43	\$60.30	\$63.32
BLDG & GRNDS MAINT TECHNICIAN	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97	\$33.57	\$35.25	\$37.01	\$38.86	\$40.80
BLDG & GRNDS MAINT WORKER 1	\$18.66	\$19.59	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97
BLDG & GRNDS MAINT WORKER 2	\$19.59	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97	\$33.57
BLDG & GRNDS MAINT WORKER 3	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97	\$33.57	\$35.25	\$37.01	\$38.86
BOOKMOBILE LIBRARY ASSISTANT	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98
BRANCH LIBRARY ASSISTANT 1	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98
BRANCH LIBRARY ASSISTANT 2	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63
BUILDING INSPECTOR 1	\$23.49	\$24.66	\$25.91	\$27.21	\$28.58	\$30.03	\$31.53	\$33.10	\$34.76	\$36.51	\$38.34	\$40.25
BUILDING INSPECTOR 2	\$27.18	\$28.56	\$29.98	\$31.48	\$33.07	\$34.73	\$36.47	\$38.29	\$40.22	\$42.23	\$44.34	\$46.56
BUILDING PLANCHECK INSPECTOR	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65	\$50.03
BUILDING PLANS EXAMINER 1	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
BUILDING PLANS EXAMINER 2	\$30.69	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.04	\$52.55
CADASTRAL DRAFTING SPECIALST	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25	\$45.41
CHILD SUPPORT ACCOUNTING SPEC	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37	\$39.24
CHILD SUPPORT ASSISTANT I	\$18.54	\$19.47	\$20.45	\$21.47	\$22.55	\$23.67	\$24.86	\$26.12	\$27.42	\$28.79	\$30.25	\$31.77
CHILD SUPPORT ASSISTANT II	\$20.45	\$21.47	\$22.55	\$23.67	\$24.86	\$26.12	\$27.42	\$28.79	\$30.25	\$31.77	\$33.36	\$35.03
CHILD SUPPORT ASSISTANT III	\$21.42	\$22.50	\$23.63	\$24.80	\$26.06	\$27.37	\$28.74	\$30.18	\$31.69	\$33.28	\$34.94	\$36.69
CHILD SUPPORT LEGAL CLERK I	\$19.20	\$20.15	\$21.16	\$22.21	\$23.33	\$24.50	\$25.72	\$27.01	\$28.36	\$29.77	\$31.26	\$32.82
CHILD SUPPORT LEGAL CLERK II	\$21.10	\$22.14	\$23.28	\$24.43	\$25.66	\$26.94	\$28.30	\$29.71	\$31.20	\$32.76	\$34.40	\$36.12
CHILD SUPPORT LEGAL CLERK III	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36	\$38.18
CHILD SUPPORT SPECIALIST 1	\$21.48	\$22.55	\$23.69	\$24.87	\$26.13	\$27.42	\$28.81	\$30.26	\$31.76	\$33.37	\$35.04	\$36.79
CHILD SUPPORT SPECIALIST 2	\$23.11	\$24.27	\$25.48	\$26.76	\$28.11	\$29.51	\$30.99	\$32.54	\$34.19	\$35.89	\$37.68	\$39.57
CHILD SUPPORT SPECIALIST 3	\$25.06	\$26.30	\$27.62	\$29.00	\$30.46	\$31.98	\$33.58	\$35.26	\$37.02	\$38.87	\$40.81	\$42.85
CODE ENFORCEMENT OFFICER	\$29.50	\$30.98	\$32.53	\$34.16	\$35.88	\$37.69	\$39.57	\$41.55	\$43.62	\$45.82	\$48.11	\$50.52
COLLECTIONS OFFICER 1	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37	\$39.24
COLLECTIONS OFFICER 2	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
COMMUNITY OUTREACH COORDINATOR	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
CUSTODIAN	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
DA INVESTIGATIONS SPECIALIST	\$29.35	\$30.84	\$32.38	\$34.00	\$35.72	\$37.50	\$39.38	\$41.36	\$43.44	\$45.61	\$47.89	\$50.29
DA INVESTIGATIVE ASSISTANT	\$23.52	\$24.70	\$25.93	\$27.23	\$28.60	\$30.05	\$31.55	\$33.14	\$34.79	\$36.53	\$38.36	\$40.27
DEPUTY CHILD SUP ATTORNEY 1	\$31.43	\$33.00	\$34.64	\$36.39	\$38.23	\$40.15	\$42.16	\$44.28	\$46.49	\$48.82	\$51.26	\$53.82
DEPUTY CHILD SUP ATTORNEY 2	\$34.67	\$36.41	\$38.25	\$40.17	\$42.19	\$44.30	\$46.51	\$48.84	\$51.29	\$53.87	\$56.56	\$59.39

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
DEPUTY CLERK-RECORDER 1	\$18.92	\$19.88	\$20.88	\$21.93	\$23.05	\$24.21	\$25.43	\$26.70	\$28.04	\$29.45	\$30.92	\$32.47
DEPUTY CLERK-RECORDER 2	\$21.79	\$22.88	\$24.04	\$25.23	\$26.49	\$27.83	\$29.22	\$30.70	\$32.22	\$33.85	\$35.54	\$37.32
DEPUTY DISTRICT ATTORNEY 1	\$41.02	\$43.08	\$45.23	\$47.49	\$49.86	\$52.35	\$54.97	\$57.72	\$60.61	\$63.64	\$66.82	\$70.16
DEPUTY DISTRICT ATTORNEY 2	\$45.66	\$47.95	\$50.34	\$52.86	\$55.51	\$58.28	\$61.19	\$64.25	\$67.46	\$70.84	\$74.38	\$78.10
DEPUTY DISTRICT ATTORNEY 3	\$50.84	\$53.38	\$56.05	\$58.85	\$61.80	\$64.89	\$68.13	\$71.53	\$75.12	\$78.87	\$82.81	\$86.95
DEPUTY PUB GUARD/CONSERVATOR 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
DEPUTY PUB GUARD/CONSERVATOR 2	\$19.93	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.50	\$34.12
DISTRICT ATTORNEY INVESTIGATOR	\$27.19	\$28.56	\$29.99	\$31.49	\$33.07	\$34.74	\$36.48	\$38.30	\$40.23	\$42.24	\$44.35	\$46.57
DRINKING DRIVER COORDINATOR	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
DRIVER 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
DRIVER 2	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68
DRIVER 3	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31
ELECTIONS COORDINATOR	\$28.78	\$30.24	\$31.74	\$33.35	\$35.02	\$36.78	\$38.64	\$40.58	\$42.61	\$44.76	\$47.00	\$49.35
ELECTIONS SERVICES ASSISTANT 1	\$18.92	\$19.88	\$20.88	\$21.93	\$23.05	\$24.21	\$25.43	\$26.70	\$28.04	\$29.45	\$30.92	\$32.47
ELECTIONS SERVICES ASSISTANT 2	\$21.79	\$22.88	\$24.04	\$25.23	\$26.49	\$27.83	\$29.22	\$30.70	\$32.22	\$33.85	\$35.54	\$37.32
ELECTIONS SPECIALIST	\$25.23	\$26.49	\$27.83	\$29.22	\$30.70	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.15	\$43.21
ELIGIBILITY SPECIALIST 1	\$18.66	\$19.59	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97
ELIGIBILITY SPECIALIST 2	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97	\$33.57	\$35.25
ELIGIBILITY SPECIALIST 3	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97	\$33.57	\$35.25	\$37.01	\$38.86
EMPLOYMENT & TRAINING WORKER 1	\$21.12	\$22.17	\$23.30	\$24.45	\$25.69	\$26.96	\$28.33	\$29.73	\$31.23	\$32.80	\$34.44	\$36.16
EMPLOYMENT & TRAINING WORKER 2	\$23.28	\$24.43	\$25.66	\$26.94	\$28.30	\$29.71	\$31.21	\$32.78	\$34.41	\$36.15	\$37.96	\$39.86
EMPLOYMENT & TRAINING WORKER 3	\$25.65	\$26.93	\$28.29	\$29.70	\$31.20	\$32.77	\$34.40	\$36.14	\$37.94	\$39.84	\$41.83	\$43.92
ENVIRONMENTAL HEALTH AIDE	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96	\$34.61
ENVIRONMENTAL HEALTH SPEC 1	\$28.36	\$29.78	\$31.27	\$32.86	\$34.49	\$36.22	\$38.05	\$39.96	\$41.95	\$44.06	\$46.26	\$48.58
ENVIRONMENTAL HEALTH SPEC 2	\$31.28	\$32.87	\$34.51	\$36.23	\$38.06	\$39.97	\$41.97	\$44.07	\$46.28	\$48.60	\$51.03	\$53.58
ENVIRONMENTAL HEALTH SPEC 3	\$34.42	\$36.16	\$37.96	\$39.88	\$41.87	\$43.97	\$46.19	\$48.50	\$50.93	\$53.47	\$56.14	\$58.95
ENVIRONMENTAL HEALTH TECH 1	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96	\$34.61
ENVIRONMENTAL HEALTH TECH 2	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
EPIDEMIOLOGIST	\$40.81	\$42.86	\$45.00	\$47.25	\$49.60	\$52.09	\$54.68	\$57.43	\$60.30	\$63.33	\$66.50	\$69.82
EXECUTIVE ASSISTANT-PLANNING	\$19.22	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96
FAIR FISCAL COORDINATOR 1	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
FAIR FISCAL COORDINATOR 2	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
FAMILY VIOLENCE OFFICER	\$21.82	\$22.92	\$24.07	\$25.28	\$26.55	\$27.88	\$29.28	\$30.75	\$32.29	\$33.91	\$35.61	\$37.39
FIELD SERVICES ASSISTANT	\$18.30	\$19.23	\$20.20	\$21.22	\$22.30	\$23.41	\$24.57	\$25.83	\$27.13	\$28.49	\$29.91	\$31.41
FISCAL & TECH SERVICES ASST 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
FISCAL & TECH SERVICES ASST 2	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68
FISCAL & TECH SERVICES ASST 3	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31	\$36.03
GEO INFO SYS (GIS) PLANNER 1	\$25.88	\$27.18	\$28.56	\$29.98	\$31.48	\$33.07	\$34.73	\$36.47	\$38.29	\$40.22	\$42.23	\$44.34
GEO INFO SYS (GIS) PLANNER 2	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
HAZ MAT SPECIALIST 1	\$28.36	\$29.78	\$31.27	\$32.86	\$34.49	\$36.22	\$38.05	\$39.96	\$41.95	\$44.06	\$46.26	\$48.58
HAZ MAT SPECIALIST 2	\$31.28	\$32.87	\$34.51	\$36.23	\$38.06	\$39.97	\$41.97	\$44.07	\$46.28	\$48.60	\$51.03	\$53.58
HAZ MAT SPECIALIST 3	\$34.42	\$36.16	\$37.96	\$39.88	\$41.87	\$43.97	\$46.19	\$48.50	\$50.93	\$53.47	\$56.14	\$58.95
HEAD COOK	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31
HEALTH AIDE 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
HEALTH AIDE 2	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
HEALTH EDUCATION COORDINATOR 1	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
HEALTH EDUCATION SPECIALIST	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
HIV SPECIALTY CLINIC THERAPIST	\$29.23	\$30.70	\$32.23	\$33.86	\$35.55	\$37.33	\$39.20	\$41.17	\$43.23	\$45.41	\$47.67	\$50.06
INFORMATION SYSTEMS TECHNICIAN	\$26.07	\$27.37	\$28.74	\$30.18	\$31.69	\$33.29	\$34.96	\$36.71	\$38.54	\$40.48	\$42.50	\$44.63
LEAD DEPUTY CLERK-RECORDER	\$25.23	\$26.49	\$27.83	\$29.22	\$30.70	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.15	\$43.21
LEGAL SECRETARY	\$22.37	\$23.51	\$24.68	\$25.92	\$27.21	\$28.59	\$30.03	\$31.52	\$33.10	\$34.76	\$36.50	\$38.32
LEGAL SECRETARY - SENIOR	\$23.74	\$24.93	\$26.19	\$27.51	\$28.89	\$30.33	\$31.86	\$33.45	\$35.12	\$36.88	\$38.72	\$40.66
LEGAL SECRETARY - TRAINEE	\$20.28	\$21.32	\$22.39	\$23.51	\$24.70	\$25.93	\$27.24	\$28.60	\$30.04	\$31.54	\$33.12	\$34.77
LEGAL SERVICES ASSISTANT 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
LEGAL SERVICES ASSISTANT 2	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31
LIBRARIAN	\$25.11	\$26.38	\$27.71	\$29.10	\$30.56	\$32.09	\$33.70	\$35.40	\$37.17	\$39.04	\$40.99	\$43.04
LIBRARY AIDE	\$18.37	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42
LIBRARY LITERACY CLERK	\$18.37	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42
LIBRARY TECHNICIAN	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36
LICENSED VOCATIONAL NURSE 1-BH	\$24.12	\$25.34	\$26.62	\$27.95	\$29.35	\$30.84	\$32.38	\$34.00	\$35.72	\$37.50	\$39.38	\$41.34
LICENSED VOCATIONAL NURSE 1-PH	\$24.12	\$25.34	\$26.62	\$27.95	\$29.35	\$30.84	\$32.38	\$34.00	\$35.72	\$37.50	\$39.38	\$41.34
LICENSED VOCATIONAL NURSE 2-BH	\$25.33	\$26.61	\$27.94	\$29.34	\$30.82	\$32.37	\$33.99	\$35.71	\$37.49	\$39.37	\$41.34	\$43.41
LICENSED VOCATIONAL NURSE 2-PH	\$25.33	\$26.61	\$27.94	\$29.34	\$30.82	\$32.37	\$33.99	\$35.71	\$37.49	\$39.37	\$41.34	\$43.41
LITERACY PROGRAM ASSISTANT 1	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98
LITERACY PROGRAM ASSISTANT 2	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63
MANAGEMENT ANALYST 1	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
MANAGEMENT ANALYST 2	\$28.09	\$29.49	\$30.97	\$32.52	\$34.14	\$35.87	\$37.68	\$39.56	\$41.54	\$43.60	\$45.78	\$48.07
MENTORING COORDINATOR	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
MUSEUM REGISTRAR	\$18.37	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42
NATURAL RESOURCES ANALYST	\$24.66	\$25.89	\$27.19	\$28.57	\$29.99	\$31.49	\$33.08	\$34.74	\$36.48	\$38.30	\$40.22	\$42.23
NURSE PRACTITIONER	\$55.54	\$58.32	\$61.25	\$64.32	\$67.52	\$70.92	\$74.47	\$78.20	\$82.12	\$86.22	\$90.53	\$95.06
OFFICE ASSISTANT 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
OFFICE ASSISTANT 2	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68
OFFICE ASSISTANT 3	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31	\$36.03
OFFICE AUTOMATION ANALYST	\$26.50	\$27.82	\$29.22	\$30.68	\$32.21	\$33.84	\$35.54	\$37.31	\$39.18	\$41.14	\$43.20	\$45.36
OFFICE AUTOMATION SPECIALIST	\$21.82	\$22.92	\$24.07	\$25.28	\$26.55	\$27.88	\$29.28	\$30.75	\$32.29	\$33.91	\$35.61	\$37.39
PARALEGAL 1	\$19.22	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96
PARALEGAL 2	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96	\$34.61	\$36.34
PARALEGAL 3	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37	\$39.24
PERMIT TECHNICIAN	\$19.68	\$20.67	\$21.71	\$22.83	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61	\$32.14	\$33.75
PHYSICIAN ASSISTANT	\$55.54	\$58.32	\$61.25	\$64.32	\$67.52	\$70.92	\$74.47	\$78.20	\$82.12	\$86.22	\$90.53	\$95.06
PLANNING TECHNICIAN	\$21.30	\$22.35	\$23.47	\$24.65	\$25.88	\$27.18	\$28.55	\$29.96	\$31.47	\$33.04	\$34.69	\$36.43
PREVENTION AIDE	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
PROG COMPL & TRAINING ANALYST	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.34	\$39.24
PROGRAMMER ANALYST	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25	\$45.41
PROJECT MANAGER	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.06	\$52.56	\$55.19
PROPERTY TAX ASSESSMENT SPEC 1	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63
PROPERTY TAX ASSESSMENT SPEC 2	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36	\$38.18
PROPERTY TAX ASSESSMENT TECH	\$18.37	\$19.28	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
PSYCHIATRIC NURSE 1	\$31.24	\$32.82	\$34.45	\$36.19	\$38.02	\$39.92	\$41.92	\$44.02	\$46.23	\$48.55	\$50.98	\$53.53
PSYCHIATRIC NURSE 2	\$34.99	\$36.74	\$38.59	\$40.52	\$42.55	\$44.68	\$46.92	\$49.28	\$51.74	\$54.35	\$57.07	\$59.92
PSYCHIATRIC TECHNICIAN	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
PUBLIC HEALTH DATABASE ANALYST	\$31.24	\$32.82	\$34.45	\$36.19	\$38.02	\$39.92	\$41.92	\$44.02	\$46.23	\$48.55	\$50.98	\$53.53
PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR	\$30.69	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.04	\$52.55
PUBLIC HEALTH NURSE 1	\$31.24	\$32.82	\$34.45	\$36.19	\$38.02	\$39.92	\$41.92	\$44.02	\$46.23	\$48.55	\$50.98	\$53.53
PUBLIC HEALTH NURSE 2	\$34.99	\$36.74	\$38.59	\$40.52	\$42.55	\$44.68	\$46.92	\$49.28	\$51.74	\$54.35	\$57.07	\$59.92
PUBLIC HEALTH NURSE 3	\$38.73	\$40.68	\$42.72	\$44.87	\$47.11	\$49.49	\$51.95	\$54.56	\$57.30	\$60.17	\$63.18	\$66.34
QUALITY ASSURANCE COORDINATOR	\$29.23	\$30.70	\$32.23	\$33.86	\$35.55	\$37.33	\$39.20	\$41.17	\$43.23	\$45.41	\$47.67	\$50.06
RECORDS MANAGEMENT TECH 1	\$18.15	\$19.06	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12
RECORDS MANAGEMENT TECH 2	\$20.02	\$21.02	\$22.08	\$23.19	\$24.35	\$25.58	\$26.86	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31
REGISTERED DENTAL ASSISTANT 1	\$24.12	\$25.34	\$26.62	\$27.95	\$29.35	\$30.84	\$32.38	\$34.00	\$35.72	\$37.50	\$39.38	\$41.34
REGISTERED DENTAL ASSISTANT 2	\$25.33	\$26.61	\$27.94	\$29.34	\$30.82	\$32.37	\$33.99	\$35.71	\$37.49	\$39.37	\$41.34	\$43.41
REGISTERED NURSE 1 - BH	\$31.24	\$32.82	\$34.45	\$36.19	\$38.02	\$39.92	\$41.92	\$44.02	\$46.23	\$48.55	\$50.98	\$53.53
REGISTERED NURSE 1 - PH	\$31.24	\$32.82	\$34.45	\$36.19	\$38.02	\$39.92	\$41.92	\$44.02	\$46.23	\$48.55	\$50.98	\$53.53
REGISTERED NURSE 2 - BH	\$34.99	\$36.74	\$38.59	\$40.52	\$42.55	\$44.68	\$46.92	\$49.28	\$51.74	\$54.35	\$57.07	\$59.92
REGISTERED NURSE 2 - PH	\$34.99	\$36.74	\$38.59	\$40.52	\$42.55	\$44.68	\$46.92	\$49.28	\$51.74	\$54.35	\$57.07	\$59.92
SENIOR BUILDING INSPECTOR	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
SENIOR BUILDING PLNCHK INSP	\$32.12	\$33.76	\$35.45	\$37.22	\$39.10	\$41.06	\$43.13	\$45.29	\$47.56	\$49.93	\$52.43	\$55.05
SENIOR DISTRICT ATTORNEY INVST	\$29.95	\$31.46	\$33.03	\$34.71	\$36.44	\$38.27	\$40.19	\$42.21	\$44.33	\$46.55	\$48.88	\$51.32
SENIOR PERMIT TECHNICIAN	\$22.13	\$23.27	\$24.42	\$25.65	\$26.93	\$28.29	\$29.70	\$31.20	\$32.77	\$34.40	\$36.12	\$37.93
SENIOR PLANNER	\$30.69	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.04	\$52.55
SENIOR SOCIAL WORKER A	\$30.62	\$32.14	\$33.77	\$35.45	\$37.25	\$39.09	\$41.05	\$43.11	\$45.28	\$47.54	\$49.92	\$52.41
SENIOR SOCIAL WORKER B	\$33.50	\$35.19	\$36.94	\$38.80	\$40.74	\$42.79	\$44.92	\$47.20	\$49.57	\$52.05	\$54.65	\$57.39
SITE MANAGER	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$26.73	\$28.07	\$29.49	\$30.95	\$32.53	\$34.16	\$35.86
SOCIAL SERVICES AIDE	\$18.87	\$19.81	\$20.82	\$21.87	\$22.96	\$24.10	\$25.32	\$26.60	\$27.93	\$29.33	\$30.80	\$32.34
SOCIAL WORKER 1	\$24.37	\$25.61	\$26.87	\$28.23	\$29.65	\$31.13	\$32.69	\$34.34	\$36.06	\$37.87	\$39.76	\$41.75
SOCIAL WORKER 2	\$26.86	\$28.22	\$29.62	\$31.12	\$32.68	\$34.33	\$36.04	\$37.86	\$39.77	\$41.75	\$43.84	\$46.03
SOCIAL WORKER 3	\$29.36	\$30.86	\$32.40	\$34.01	\$35.73	\$37.51	\$39.39	\$41.37	\$43.45	\$45.62	\$47.90	\$50.30
STAFF SERVICES ANALYST 1	\$26.19	\$27.49	\$28.88	\$30.33	\$31.86	\$33.45	\$35.15	\$36.89	\$38.74	\$40.69	\$42.72	\$44.86
STAFF SERVICES ANALYST 2	\$28.86	\$30.32	\$31.85	\$33.44	\$35.12	\$36.88	\$38.73	\$40.68	\$42.72	\$44.87	\$47.11	\$49.49
STAFF SERVICES SPECIALIST	\$25.27	\$26.54	\$27.86	\$29.26	\$30.72	\$32.25	\$33.88	\$35.59	\$37.38	\$39.25	\$41.21	\$43.27
SUBSTANCE USE DISORDER SPEC 1	\$23.40	\$24.56	\$25.82	\$27.12	\$28.48	\$29.90	\$31.41	\$32.98	\$34.62	\$36.37	\$38.19	\$40.10
SUBSTANCE USE DISORDER SPEC 2	\$25.82	\$27.12	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64	\$36.37	\$38.20	\$40.10	\$42.11	\$44.21
TELECOMMUNICATIONS TECHNICIAN	\$26.49	\$27.83	\$29.22	\$30.70	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38
TREAS/TAX COLLECTIONS OFFCR 1	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37	\$39.24
TREAS/TAX COLLECTIONS OFFCR 2	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
TREASURER/TAX SPECIALIST 1	\$20.24	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63
TREASURER/TAX SPECIALIST 2	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36	\$38.18
TREASURER/TAX TECHNICIAN	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36
VETERANS SERVICE REP 1	\$18.30	\$19.23	\$20.20	\$21.22	\$22.30	\$23.41	\$24.57	\$25.83	\$27.13	\$28.49	\$29.91	\$31.41
VETERANS SERVICE REP 2	\$20.17	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96	\$34.61
VICTIM/WITNESS ADVOCATE	\$22.83	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61	\$32.13	\$33.76	\$35.44	\$37.21	\$39.07
WELFARE FRAUD INVESTIGATOR 1	\$26.57	\$27.90	\$29.29	\$30.76	\$32.31	\$33.94	\$35.64	\$37.43	\$39.29	\$41.26	\$43.32	\$45.49
WELFARE FRAUD INVESTIGATOR 2	\$28.80	\$30.25	\$31.75	\$33.36	\$35.02	\$36.77	\$38.63	\$40.57	\$42.59	\$44.74	\$46.98	\$49.33

**County of Plumas
Pay Schedule**

**Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX**

OE3 MID-MANAGEMENT

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
A&D PROG CLINICIAN/SUPERVISOR	\$35.53	\$37.31	\$39.18	\$41.15	\$43.21	\$45.39	\$47.65	\$50.05	\$52.55	\$55.18	\$57.94	\$60.84
ALCOHOL & DRUG PROG CHIEF	\$35.53	\$37.31	\$39.18	\$41.15	\$43.21	\$45.39	\$47.65	\$50.05	\$52.55	\$55.18	\$57.94	\$60.84
ALTERNATIVE SENTENCING MANAGER	\$30.66	\$32.19	\$33.80	\$35.50	\$37.28	\$39.14	\$41.11	\$43.16	\$45.33	\$47.61	\$49.99	\$52.49
ANIMAL CONTROL SUPERVISOR	\$27.16	\$28.52	\$29.94	\$31.44	\$33.01	\$34.66	\$36.39	\$38.23	\$40.15	\$42.16	\$44.27	\$46.48
ASSESSOR'S OFFICE MANAGER	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
ASSISTANT BUILDING OFFICIAL	\$35.53	\$37.31	\$39.18	\$41.15	\$43.21	\$45.39	\$47.65	\$50.05	\$52.55	\$55.18	\$57.94	\$60.84
ASSISTANT COUNTY ASSESSOR	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.06	\$52.56	\$55.19
ASSISTANT DISTRICT ATTORNEY	\$63.69	\$66.87	\$70.21	\$73.72	\$77.41	\$81.28	\$85.35	\$89.62	\$94.09	\$98.79	\$103.73	\$108.92
ASSISTANT PLANNING DIRECTOR	\$35.53	\$37.31	\$39.18	\$41.15	\$43.21	\$45.39	\$47.65	\$50.05	\$52.55	\$55.18	\$57.94	\$60.84
ASST COUNTY CLERK-RECORDER	\$31.83	\$33.43	\$35.10	\$36.85	\$38.70	\$40.65	\$42.68	\$44.84	\$47.07	\$49.43	\$51.90	\$54.50
ASST DIR DEPT OF CHILD SUP SVC	\$39.13	\$41.09	\$43.14	\$45.30	\$47.56	\$49.94	\$52.44	\$55.06	\$57.81	\$60.70	\$63.74	\$66.93
ASST DIRECTOR OF PUBLIC HEALTH	\$45.34	\$47.62	\$50.01	\$52.51	\$55.14	\$57.90	\$60.81	\$63.88	\$67.06	\$70.41	\$73.93	\$77.63
ASST TREASURER/TAX COLLECTOR	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.06	\$52.56	\$55.19
BH ADMIN SERVICES OFFICER	\$40.00	\$41.99	\$44.09	\$46.30	\$48.62	\$51.06	\$53.61	\$56.31	\$59.14	\$62.11	\$65.22	\$68.48
BH AOD PROGRAM ADMIN	\$43.73	\$45.93	\$48.24	\$50.66	\$53.19	\$55.85	\$58.65	\$61.60	\$64.68	\$67.93	\$71.33	\$74.89
BH CONTINUING CARE COORDINATOR	\$40.00	\$41.99	\$44.09	\$46.30	\$48.62	\$51.06	\$53.61	\$56.31	\$59.14	\$62.11	\$65.22	\$68.48
BH QUAL IMPROVEMENT/COMPL MGR	\$43.73	\$45.93	\$48.24	\$50.66	\$53.19	\$55.85	\$58.65	\$61.60	\$64.68	\$67.93	\$71.33	\$74.89
BH UNIT SUPERVISOR	\$40.00	\$41.99	\$44.09	\$46.30	\$48.62	\$51.06	\$53.61	\$56.31	\$59.14	\$62.11	\$65.22	\$68.48
BH UNIT SUPERVISOR-NURSING	\$40.00	\$41.99	\$44.09	\$46.30	\$48.62	\$51.06	\$53.61	\$56.31	\$59.14	\$62.11	\$65.22	\$68.48
BLDG/GRDS MAINT SUPERVISOR 1	\$24.22	\$25.43	\$26.70	\$28.03	\$29.45	\$30.92	\$32.47	\$34.08	\$35.79	\$37.61	\$39.49	\$41.47
BLDG/GRDS MAINT SUPERVISOR 2	\$25.43	\$26.70	\$28.03	\$29.45	\$30.92	\$32.47	\$34.08	\$35.79	\$37.61	\$39.49	\$41.46	\$43.54
BUILDING OFFICIAL	\$39.15	\$41.12	\$43.18	\$45.34	\$47.62	\$50.01	\$52.51	\$55.14	\$57.90	\$60.81	\$63.85	\$67.04
CHIEF APPRAISER	\$30.69	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.04	\$52.55
CHIEF CODE ENFORCEMENT OFFICER	\$34.17	\$35.89	\$37.70	\$39.58	\$41.56	\$43.64	\$45.83	\$48.13	\$50.53	\$53.06	\$55.71	\$58.50
CHIEF DEP PUB GRDN/CONSERVATOR	\$29.36	\$30.86	\$32.40	\$34.01	\$35.73	\$37.51	\$39.39	\$41.37	\$43.45	\$45.62	\$47.90	\$50.30
CHILDRENS SERVICES COORDINATOR	\$34.71	\$36.44	\$38.27	\$40.19	\$42.21	\$44.32	\$46.53	\$48.86	\$51.32	\$53.89	\$56.58	\$59.41
COMMUNITY CARE CASE MANAGER	\$21.19	\$22.26	\$23.38	\$24.54	\$25.80	\$27.08	\$28.45	\$29.87	\$31.37	\$32.96	\$34.61	\$36.34
DA ADMINISTRATOR/ASSISTANT PUBLIC ADMIN	\$25.27	\$26.54	\$27.86	\$29.26	\$30.72	\$32.25	\$33.88	\$35.59	\$37.38	\$39.25	\$41.21	\$43.27
DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE	\$34.25	\$35.97	\$37.76	\$39.66	\$41.64	\$43.73	\$45.91	\$48.21	\$50.63	\$53.16	\$55.82	\$58.61
DEP DIR/SOC SERV PROGRAM MGR	\$40.85	\$42.92	\$45.07	\$47.33	\$49.70	\$52.18	\$54.80	\$57.54	\$60.42	\$63.46	\$66.63	\$69.96
DEPARTMENT FISCAL OFFICER 1	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
DEPARTMENT FISCAL OFFICER 2	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
DIRECTOR OF NURSING - PH	\$47.49	\$49.87	\$52.38	\$54.99	\$57.74	\$60.63	\$63.68	\$66.87	\$70.21	\$73.73	\$77.42	\$81.29
DIV DIR VETERANS SVCS OFFICER	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.38	\$47.65
ELIGIBILITY SUPERVISOR	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
EMPLOYMENT & TRNG WKR SUP	\$31.36	\$32.95	\$34.58	\$36.32	\$38.15	\$40.06	\$42.06	\$44.17	\$46.39	\$48.72	\$51.16	\$53.71
FISCAL SUPPORT COORD	\$22.11	\$23.21	\$24.38	\$25.61	\$26.88	\$28.24	\$29.66	\$31.13	\$32.70	\$34.34	\$36.06	\$37.86

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
GEO INFO SYSTEM (GIS) COORD	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.06	\$52.56	\$55.19
GRANT COMPLIANCE OFFICER	\$21.81	\$22.91	\$24.06	\$25.28	\$26.55	\$27.87	\$29.28	\$30.75	\$32.29	\$33.90	\$35.60	\$37.37
HEALTH EDUCATION COORDINATOR 2	\$30.69	\$32.22	\$33.85	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22	\$45.40	\$47.66	\$50.04	\$52.55
LIBRARY LITERACY PROGRAM COORD	\$21.25	\$22.32	\$23.44	\$24.62	\$25.84	\$27.14	\$28.49	\$29.92	\$31.42	\$32.98	\$34.63	\$36.36
MNTL HLTH SERVICES ACT COORD	\$34.71	\$36.44	\$38.27	\$40.19	\$42.21	\$44.32	\$46.53	\$48.86	\$51.32	\$53.89	\$56.58	\$59.41
OFFICE SUPERVISOR	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.92	\$36.67	\$38.51
PERMIT MANAGER	\$25.26	\$26.51	\$27.85	\$29.24	\$30.71	\$32.24	\$33.87	\$35.56	\$37.36	\$39.23	\$41.19	\$43.25
PH ADMIN SERVICES OFFICER	\$40.00	\$41.99	\$44.09	\$46.30	\$48.62	\$51.06	\$53.61	\$56.31	\$59.14	\$62.11	\$65.22	\$68.48
PROGRAM CHIEF-NURSING	\$35.53	\$37.31	\$39.18	\$41.15	\$43.21	\$45.39	\$47.65	\$50.05	\$52.55	\$55.18	\$57.94	\$60.84
PROGRAM MANAGER 1	\$36.97	\$38.83	\$40.78	\$42.82	\$44.97	\$47.23	\$49.60	\$52.09	\$54.68	\$57.43	\$60.30	\$63.32
PROGRAM MANAGER 2	\$38.83	\$40.78	\$42.82	\$44.97	\$47.23	\$49.60	\$52.09	\$54.68	\$57.43	\$60.30	\$63.32	\$66.48
PUBLIC HEALTH PROG DIV CHIEF	\$33.81	\$35.51	\$37.29	\$39.15	\$41.12	\$43.18	\$45.34	\$47.62	\$50.01	\$52.51	\$55.14	\$57.89
RECORDS MGMT COORDINATOR	\$21.82	\$22.92	\$24.07	\$25.28	\$26.55	\$27.88	\$29.28	\$30.75	\$32.29	\$33.91	\$35.61	\$37.39
SENIOR SERVICES DIVISION DIR.	\$25.88	\$27.18	\$28.56	\$29.98	\$31.48	\$33.07	\$34.73	\$36.47	\$38.29	\$40.22	\$42.23	\$44.34
SOCIAL SERVICES SUPERVISOR 1	\$32.04	\$33.65	\$35.35	\$37.13	\$39.00	\$40.95	\$43.00	\$45.14	\$47.41	\$49.79	\$52.28	\$54.89
SOCIAL SERVICES SUPERVISOR 2	\$36.97	\$38.83	\$40.78	\$42.82	\$44.97	\$47.23	\$49.60	\$52.09	\$54.68	\$57.43	\$60.30	\$63.32
STAFF SERVICES MANAGER	\$35.52	\$37.30	\$39.17	\$41.14	\$43.20	\$45.36	\$47.64	\$50.03	\$52.54	\$55.17	\$57.93	\$60.82
VICTIM/WITNESS COORDINATOR	\$30.66	\$32.19	\$33.80	\$35.50	\$37.28	\$39.14	\$41.11	\$43.16	\$45.33	\$47.61	\$49.99	\$52.49

County of Plumas
Pay Schedule

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

PROBATION MID-MANAGEMENT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPARTMENT FISCAL OFFICER 1	\$23.40	\$24.59	\$25.82	\$27.13	\$28.47	\$29.89	\$31.40	\$32.98	\$34.62	\$36.36
DEPARTMENT FISCAL OFFICER 2	\$25.80	\$27.09	\$28.45	\$29.87	\$31.38	\$32.96	\$34.60	\$36.34	\$38.16	\$40.07
SUPERVISING PROBATION OFFICER	\$27.78	\$29.17	\$30.64	\$32.17	\$33.79	\$35.49	\$37.26	\$39.14	\$41.10	\$43.15

**County of Plumas
Pay Schedule**

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PROBATION ASSC

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ADMINISTRATIVE ASSISTANT 1	\$16.79	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04
ADMINISTRATIVE ASSISTANT 2	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34
DEPUTY PROBATION OFFICER 1	\$20.12	\$21.15	\$22.20	\$23.32	\$24.48	\$25.72	\$27.00	\$28.36	\$29.79	\$31.27
DEPUTY PROBATION OFFICER 2	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
DEPUTY PROBATION OFFICER 3	\$24.00	\$25.20	\$26.47	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$35.46	\$37.24
DETENTION COORDINATOR	\$21.26	\$22.32	\$23.46	\$24.63	\$25.87	\$27.17	\$28.54	\$29.97	\$31.46	\$33.03
LEGAL SERVICES ASSISTANT 1	\$16.79	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04
LEGAL SERVICES ASSISTANT 2	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34	\$28.72
MANAGEMENT ANALYST 1	\$23.75	\$24.94	\$26.19	\$27.51	\$28.87	\$30.34	\$31.85	\$33.44	\$35.12	\$36.88
MANAGEMENT ANALYST 2	\$26.43	\$27.75	\$29.14	\$30.60	\$32.13	\$33.75	\$35.44	\$37.22	\$39.08	\$41.04
OFFICE ASSISTANT 1	\$16.79	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04
OFFICE ASSISTANT 2	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34
OFFICE ASSISTANT 3	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34	\$28.72	\$30.15
PROB PROG COORD/ADMIN ASSIST	\$21.14	\$22.21	\$23.31	\$24.49	\$25.73	\$27.01	\$28.37	\$29.81	\$31.30	\$32.86
PROBATION ASSISTANT	\$16.95	\$17.80	\$18.69	\$19.62	\$20.61	\$21.63	\$22.73	\$23.87	\$25.07	\$26.32
PROBATION REPORT WRITER	\$20.20	\$21.21	\$22.28	\$23.39	\$24.58	\$25.81	\$27.10	\$28.46	\$29.88	\$31.39

**County of Plumas
Pay Schedule**

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SHERIFF EMPLOYEE ASSC

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSISTANT PROGRAM MANAGER	\$19.03	\$19.99	\$20.99	\$22.04	\$23.15	\$24.30	\$25.52	\$26.80	\$28.14	\$29.57
CORRECTIONAL OFFICER 1	\$22.78	\$23.91	\$25.11	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.37
CORRECTIONAL OFFICER 2	\$25.10	\$26.36	\$27.68	\$29.08	\$30.54	\$32.08	\$33.68	\$35.38	\$37.14	\$39.01
CORRECTIONAL SERGEANT	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22
CRIME ANALYST	\$21.42	\$22.50	\$23.63	\$24.80	\$26.06	\$27.37	\$28.74	\$30.18	\$31.69	\$33.28
DEP SHERIFF 2/COM EQUIP COORD	\$35.29	\$37.06	\$38.90	\$40.86	\$42.91	\$45.06	\$47.33	\$49.70	\$52.20	\$54.80
DEPUTY SHERIFF 1	\$25.82	\$27.12	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64	\$36.37	\$38.20	\$40.10
DEPUTY SHERIFF 2	\$28.44	\$29.88	\$31.37	\$32.94	\$34.60	\$36.34	\$38.15	\$40.06	\$42.07	\$44.18
DEPUTY SHERIFF 2-ADVANCED	\$29.94	\$31.45	\$33.02	\$34.69	\$36.43	\$38.26	\$40.18	\$42.18	\$44.29	\$46.54
DEPUTY SHERIFF 2-INTERMEDIATE	\$29.30	\$30.77	\$32.32	\$33.94	\$35.63	\$37.43	\$39.31	\$41.28	\$43.34	\$45.52
SH INVSTG/CANNABIS CODE COMPL	\$34.49	\$36.23	\$38.03	\$39.94	\$41.94	\$44.05	\$46.26	\$48.59	\$51.01	\$53.57
SHERIFF DISPATCHER 1	\$22.78	\$23.91	\$25.11	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.37
SHERIFF DISPATCHER 2	\$24.32	\$25.54	\$26.83	\$28.16	\$29.58	\$31.07	\$32.62	\$34.26	\$35.98	\$37.78
SHERIFF DISPATCHER 2 - INTERMEDIATE	\$25.06	\$26.30	\$27.62	\$29.00	\$30.46	\$31.98	\$33.58	\$35.26	\$37.02	\$38.87
SHERIFF DISPATCHER 2 - ADVANCED	\$25.54	\$26.83	\$28.16	\$29.58	\$31.07	\$32.62	\$34.26	\$35.98	\$37.78	\$39.66
SHERIFF EMERGENCY SERVICES & TRAINING COORD.	\$27.88	\$29.28	\$30.73	\$32.29	\$33.91	\$35.62	\$37.40	\$39.28	\$41.24	\$43.31
SHERIFF INVESTIGATOR	\$30.59	\$32.12	\$33.76	\$35.45	\$37.22	\$39.10	\$41.06	\$43.13	\$45.29	\$47.56
SHERIFF INVESTIGATOR SERGEANT	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02	\$52.51	\$55.14	\$57.90
SHERIFF INVESTIGATOR-ADVANCED	\$32.20	\$33.83	\$35.51	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02
SHERIFF INVESTIGATOR-INTERMED	\$31.52	\$33.10	\$34.77	\$36.52	\$38.35	\$40.27	\$42.28	\$44.40	\$46.63	\$48.97
SHERIFF SERGEANT	\$32.12	\$33.76	\$35.45	\$37.22	\$39.10	\$41.06	\$43.13	\$45.29	\$47.56	\$49.93
SHERIFF SERGEANT-ADVANCED	\$34.64	\$36.37	\$38.21	\$40.12	\$42.13	\$44.24	\$46.46	\$48.79	\$51.23	\$53.78
SHERIFF SERGEANT-INTERMEDIATE	\$33.89	\$35.59	\$37.38	\$39.26	\$41.23	\$43.30	\$45.46	\$47.74	\$50.14	\$52.64
SHERIFF SERVICES ASSISTANT 1	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97
SHERIFF SERVICES ASSISTANT 2	\$22.67	\$23.81	\$25.01	\$26.27	\$27.59	\$28.97	\$30.43	\$31.96	\$33.56	\$35.24

**County of Plumas
Pay Schedule**

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

SHERIFF EMPLOYEE ASSC MID-MGMT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASST DIR OF EMERGENCY SERVICES	\$29.09	\$30.54	\$32.08	\$33.68	\$35.38	\$37.14	\$39.01	\$40.96	\$43.01	\$45.17
COMMUNICATIONS SUPER ADVANCED	\$29.41	\$30.90	\$32.45	\$34.07	\$35.77	\$37.57	\$39.46	\$41.42	\$43.50	\$45.68
COMMUNICATIONS SUPER INTERMED	\$28.85	\$30.30	\$31.82	\$33.42	\$35.08	\$36.84	\$38.70	\$40.64	\$42.67	\$44.81
COMMUNICATIONS SUPERVISOR	\$28.01	\$29.41	\$30.90	\$32.45	\$34.07	\$35.77	\$37.57	\$39.46	\$41.42	\$43.50
JAIL COMMANDER	\$40.09	\$42.12	\$44.23	\$46.45	\$48.77	\$51.20	\$53.78	\$56.48	\$59.32	\$62.29
SH INV SGT/CODE COMPLIANCE SUP	\$40.09	\$42.12	\$44.23	\$46.45	\$48.77	\$51.20	\$53.78	\$56.48	\$59.32	\$62.29
SHERIFF ADMIN SERGEANT	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02	\$52.51	\$55.14	\$57.90
SHERIFF FISCAL OFFICER 1	\$28.68	\$30.11	\$31.62	\$33.19	\$34.87	\$36.62	\$38.47	\$40.39	\$42.41	\$44.53
SHERIFF FISCAL OFFICER 2	\$33.85	\$35.54	\$37.34	\$39.22	\$41.18	\$43.25	\$45.43	\$47.69	\$50.09	\$52.60
SHERIFF PATROL COMMANDER	\$40.09	\$42.12	\$44.23	\$46.45	\$48.77	\$51.20	\$53.78	\$56.48	\$59.32	\$62.29
SHERIFF'S OFFICE MANAGER	\$28.56	\$29.99	\$31.49	\$33.07	\$34.73	\$36.47	\$38.30	\$40.22	\$42.24	\$44.36
SHERIFF'S SPECIAL OPS SGT	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02	\$52.51	\$55.14	\$57.90

County of Plumas
Pay Schedule

Effective as of 08/05/2025 per Board of Supervisors Resolution Number 2025-9047; revised as of 08/10/2025 per Resolution Number 2025-9046
and adopted by the Board as of 08/19/2025 per Resolution Number 2025-XXXX

UNDERSHERIFF

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
UNDERSHERIFF	\$46.06	\$48.37	\$50.79	\$53.33	\$56.00	\$58.80	\$61.74	\$64.83	\$68.08	\$71.49



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sara James, Deputy County Counsel III/Interim Human Resources Director

MEETING DATE: August 19, 2025

SUBJECT: 11:00 AM - PUBLIC HEARING: Pursuant to AB 2561, agencies are required to annually present the status of vacancies, recruitment, and retention efforts at a public hearing prior to the adoption of their annual budget; discussion and possible action.

Recommendation:

11:00 AM - PUBLIC HEARING: Pursuant to AB 2561, agencies are required to annually present the status of vacancies, recruitment, and retention efforts at a public hearing prior to the adoption of their annual budget; discussion and possible action.

Background and Discussion:

.

Action:

11:00 AM - PUBLIC HEARING: Pursuant to AB 2561, agencies are required to annually present the status of vacancies, recruitment, and retention efforts at a public hearing prior to the adoption of their annual budget; discussion and possible action.

Fiscal Impact:

.

Attachments:

1. Notice of Public Hearing - AB2561
2. Working - AB2561 - presentation



NOTICE OF PUBLIC HEARING

AB 2561 – REVIEW OF VACANCIES, RECRUITMENT, AND RETENTION EFFORTS FOR THE COUNTY OF PLUMAS

Notice is hereby given that the Board of Supervisors (“Board”) of the County of Plumas (“Agency”) will hold a public hearing on August 19, 2025, at 11:00 a.m. in the Board of Supervisors’ meeting room located at 520 Main Street, Room 308, Quincy, CA 95971, in accordance with Government Code § 3502.3 (AB 2561).

Pursuant to AB 2561, public agencies are required to annually present the status of vacancies, recruitment, and retention efforts at a public hearing prior to the adoption of their annual budget.

At the scheduled time and date, the Board will hear and consider all public comments related to this item. Relevant documents will be available for public review starting on August 15, 2025, on the Agency’s website at Plumascounty.com. These documents will also be accessible at the Board Clerk’s office during regular business hours, Monday through Friday, 8 a.m. to 4 p.m., excluding holidays, in compliance with the Ralph M. Brown Act (California Government Code 54950 et seq.).

For any questions regarding this notice, please contact the Clerk of the Board at 530-283-6170.

Allen Hiskey

Clerk of the Board

Published: Plumas Sun 08-08-2025; Mountain Messenger 08-08-2025



STATUS OF VACANCIES, RECRUITMENT AND RETENTION

FY 25-26 PUBLIC HEARING

AUGUST 19, 2025

AB2561: Vacancy List of Public Employees

A new law became effective January 1, 2025, which requires public agencies to present vacancy information and recruitment and retention efforts annually, with a focus on bargaining units with a vacancy rate of 20% or higher.



Workforce Demographics

Allocated Positions	Filled Positions	Vacant Positions	Average Service Years –Current
423.746	333.651	90.095	10.7*

*The County does not currently track this data, this is based on numbers provided by Management Counsel for Employee Appreciation, and does not include vacancies



Recruitment and Retention Data

- ◆ Applications received 01/01/2025 - 08/15/2025 = 276
 - ◆ Qualified: 254 Disqualified: 22
- ◆ New Hires 07/01/2024 – 06/30/2025 = 120
- ◆ New Hires 07/01/2025 – 08/15/2025 = 17



Vacancies by Bargaining Unit

*As of June 30, 2025

Bargaining Unit	Total Positions	Vacancies	Vacancy Rate
Confidential	18.000	3.000	16.67%
Mid-Management	51.890	7.000	13.49%
Probation	12.000	0.000	0.00%
Public Work Mid-Management & Supervisors	10.000	1.000	10.00%
Public Works	48.000	6.000	12.50%
Sheriff's Mid-Management	8.000	1.000	19.51%
Undersheriff	1.000	0.000	0.00%
Department Heads	19.000	2.000	10.53%
Elected	11.000	0.000	0.00%
Contract	5.125	1.000	19.51%
Probation Mid-Management	2.000	1.000	50.00%



Vacancies by Bargaining Unit (above 20%)

*As of June 30, 2025

Department	Total Positions	Vacancies	Vacancy Rate
General	175.731	53.095	30.21%
Probation Mid-Management	2.000	1.000	50.00%
Sheriff's Department	62.000	15.000	24.19%



Additional Information for Sheriff's Department

- ◆ (1) The total number of job vacancies within the bargaining unit.
 - ◆ As of 8/14/25 there are 62 positions allocated and 14 vacant, allocated as follows:
 - ◆ Deputy Sheriff I – 7 Vacancies
 - ◆ Sheriff Dispatcher I – 1 Vacancy
 - ◆ Correctional Officer I – 5 Vacancies
 - ◆ Deputy Sheriff II – 1 Vacancy
 - ◆ This has significantly improved from 2023 when there were 20 vacancies out of including 5 Vacancies in Dispatch and 9 Vacancies in Correctional Officers

Additional Information for Sheriff's Department

- ◆ (2) The total number of applicants for vacant positions within the bargaining unit.
 - ◆ In 2025 there were 42 applications 25 for Deputy Sheriff, 9 for Correctional Officer, and 8 for Dispatcher
 - ◆ Current Data
 - ◆ 1 Vacancy Dispatch – 2 applicants pending background
 - ◆ 5 Vacancies Corrections– 1 started 8/14, 2 applicants pending background
 - ◆ 7 Vacancies Patrol (Deputy Sheriff)– 3 in background, 1 lateral applicant, and 4 pending interviews

Additional Information for Sheriff's Department

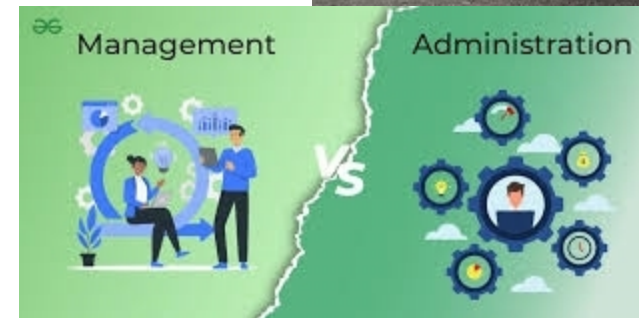
- ◆ The average number of days to complete the hiring process from when a position is posted.
 - ◆ The Sheriff's Department has been understaffed for several years, with ongoing postings that have been active for several years. The Correctional Officer position has been active since October 2, 2015, and the Deputy Sheriff has been active since 2021. Because of this, there is no way to tie a specific vacancy to a specific applicant in order to track the average number of days.

Additional Information for Sheriff's Department

- ◆ (4) Opportunities to improve compensation and other working conditions.
 - ◆ The County has aggressively addressed compensation issues with the Sheriff's Department, providing a 20% increase to the unit in 2023, as well as \$10,000 hiring bonuses for Deputies, Dispatchers and Correctional Officers. Currently the county is working on a salary study to determine how Plumas County wages compare to other Counties.

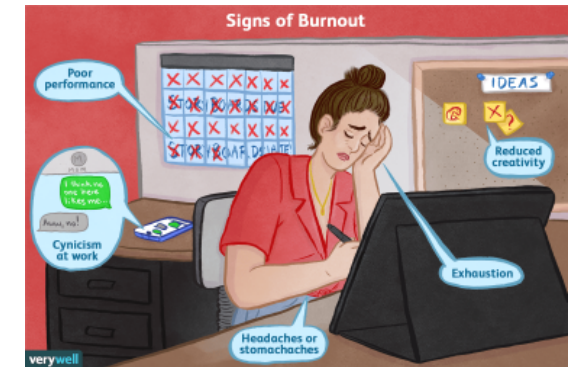
High Demand Positions

- ◆ Behavioral Health Therapists
- ◆ Public Health Nurses
- ◆ Licensed Social Workers
- ◆ Public Works Maintenance Workers
- ◆ Facility Services Workers
- ◆ High Level Management/Department Heads



Recruitment and Retention Challenges

- ◆ Wages
- ◆ Cost of Living
- ◆ Health Insurance Rates
- ◆ Staffing Shortages
- ◆ Burn-out
- ◆ Department Stability



Statistical Data For Retention

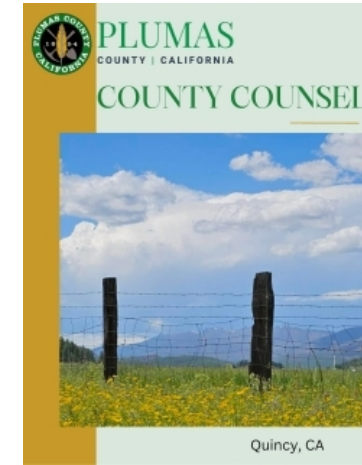
- ◆ Plumas County tends to retain employees for a long time, with the average current employee staying approximately 10 years (based on information provided by management counsel and not accounting for vacancies) and well over 40 employees who have been with the County for 20 years or more.

Bureau of Labor Statistics

- ◆ In January 2024, wage and salary workers in the public sector had a median tenure of 6.2 years, nearly twice the median for private-sector employees (3.5 years). One factor behind this difference is age. About 3 in 4 government workers were age 35 and over, compared with about 3 in 5 private wage and salary workers.
- ◆ Gen Z: Average 1 year 8 months
- ◆ Millennials: Average 5 years
- ◆ Gen X: Average 7.8
- ◆ Baby Boomers: 8.4

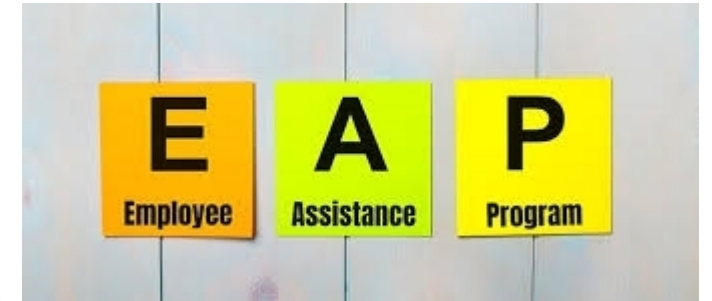
Recruitment Strategies

- ◆ Hiring Process
 - ◆ Skills-based Hiring
 - ◆ Recruitment Timelines and Enhancements
 - ◆ Transparency
 - ◆ Communication
 - ◆ Strategic and Collaborative Partnerships
- ◆ Employer Branding/Community Engagement
 - ◆ Career Fairs
 - ◆ One-Day Hiring Events
 - ◆ Social Media Campaigns
 - ◆ Targeted Applicant Sourcing/Outreach
- ◆ Wages
 - ◆ Hiring Incentives
 - ◆ Deputies, Correctional Officers and Dispatchers
 - ◆ Reviewing Salary Studies



Retention Strategies

- ◆ Market-based Salaries
 - ◆ Plumas County has a contract for a comprehensive salary study
- ◆ Comprehensive Benefits Package
 - ◆ 85-15 split for insurance premiums
 - ◆ Generous leave
 - ◆ Employee Assistance Program (EAP)
 - ◆ Flexible Schedules
- ◆ County Provided Trainings
- ◆ Mentoring and Coaching
- ◆ Creating Career Ladders
- ◆ Recognition





Thank you!
Questions?



PLUMAS COUNTY HUMAN RESOURCES DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, County Counsel

MEETING DATE: August 19, 2025

SUBJECT: A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Probation Association and the Mid-Management Probation Association; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Mid-Management Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Recommendation:

A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Probation Association and the Mid-Management Probation Association; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Mid-Management Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

1. Term of MOU: 24 Months (1-1-25 to 12-31-26)
2. Wage: 10% increase first pay period following the approval. The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU.
3. Lump Sum: \$2,500
4. Longevity Pay: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning the first full pay period following Board ratification of this MOU, upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular continuous service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay

constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service.

5. Bilingual: Increase incentive pay from \$35 to \$70 per month
6. CTO Tracking: Move accrual cap tracking from Departments to Payroll
7. Health Benefit: Increase opt-out \$200 to \$300 per month to match other Units
8. Training Officer: Training Officer 2 for the Probation Department (1 for admin and 1 for probation officers) 2.5% at all times when assigned as the training officer, and an additional 2.5% (for a total of 5%) when training
9. Sick Payoff Tier: The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before August 30, 2025:
 - 10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.
 - 15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.
 - 20 or more years of continuous service = fifty percent (50%) of accrued sick leave.For those hired and employed on and after September 1, 2025:
 - 15 years of continuous service = thirty-five percent (35%) of accrued sick leave.
 - 16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.
 - 20 or more years of continuous service = fifty percent (50%) of accrued sick leave.
10. The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.
11. Vacation Accrual: Set single 336 hr. cap.
12. Release Time Bank (New Section): The County is open to an Association release time provision that relies on employee leave donations. The County is willing to provide 40 hours of paid release time on a one-time basis to help initiate the bank.
13. Vacation Sellback: Updated to comply with IRS requirement.
14. Family Death Leave: Updated to be consistent with CA law

The negotiation team consisted of Interim Human Resources Director for the Board of Supervisors and Kristina Wicker-Estes for the Probation Unit, and the resolution and resultant MOU have been approved as to form by County Counsel.

Action:

A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Probation Association and the Mid-Management Probation Association; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Mid-Management Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact - as approved in FY 25/26 preliminary recommended budget

Attachments:

1. Resolution ratifying the MOU between Probation Unit FINAL
2. Probation MOU FINAL
3. Probation Mid Management MOU FINAL

RESOLUTION NO. 2025-

**RESOLUTION RATIFYING THE MEMORANDA OF
UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE
PROBATION ASSOCIATION AND THE MID-MANAGEMENT
PROBATION ASSOCIATION**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Probation Association and the Mid-Management Probation Association have met and conferred in good faith and have reached a tentative agreement for the Memoranda of Understanding covering wages, hours and other terms and conditions of employment. The period covered under these tentative agreements is January 1, 2025 to December 31, 2026.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memoranda of Understanding for the Probation Association and the Mid-Management Probation Association.

NOW THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the Memoranda of Understanding for the Probation Association and the Mid-Management Probation Association has been set forth in the copies of the Memoranda of Understanding attached to this Resolution as Exhibit A and Exhibit B.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memoranda of Understanding, and the Board Chair is authorized to execute the individual Memoranda of Understanding and any other documents related hereto in order to carry out this ratification.

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 19th day of August 2025 by the following vote:

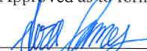
AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:


F Sara James, Attorney
County Counsel's Office

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

PROBATION UNIT

January 1, 2025 to December 31, 2026

*Plumas County Probation Unit
Memorandum of Understanding
January 1, 2025 to December 31, 2026*

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PROBATION UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Probation Unit, represented by the Plumas County Probation Association, hereinafter called "Association".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Probation Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Association and the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Association as the exclusive representative for employees designated to Probation Unit of County employees pursuant to Section 3510(b) of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Probation Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;

*Plumas County Probation Unit
Memorandum of Understanding
January 1, 2025 to December 31, 2026*

8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 ASSOCIATION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 PAYROLL DEDUCTIONS

The Association shall provide the Human Resources Department with a written authorization, on a form approved by the County, signed by each employee in the unit who authorizes a payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Association in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Association shall immediately notify Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Association, the Employees, or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Association agrees to indemnify and hold the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

The effective date of Association dues for such employees shall be the beginning of the first pay period of employment or the pay period this subsection becomes effective for current employees, whichever is later.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be

*Plumas County Probation Unit
Memorandum of Understanding
January 1, 2025 to December 31, 2026*

made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues.

1.05 USE OF COUNTY FACILITIES

With approval of the County, the Association may use certain county facilities, resources and supplies as long as the County is reimbursed for the cost of any supplies or materials provided to the Association and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Association agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received.

1.06 BULLETIN BOARDS

The Association shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Association material on bulletin boards is to be maintained by the Association in an orderly manner and current.

1.07 ACCESS TO EMPLOYEES

With prior notice to the County, the Association or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Association business.

1.08 NEW CLASSIFICATIONS AND PERSONNEL RULES

The Association shall be advised in advance of any new classification to be created or changed. The County and Association will meet and confer to extent required by law concerning changes to classifications. The Association shall be provided the following information, if available at the time of notification from the County:

1. The proposed job specification;
2. Current job specification;
3. The proposed salary;
Current salary

The Association's bargaining team shall normally be limited to three (3) representatives, unless otherwise agreed by the parties.

1.09 UNIT REPRESENTATIVES

The Association shall be allowed to designate up to three (3) employee members to serve as representatives in the "meet and confer" process with the County. The Association shall provide the County, in writing, prior to the beginning of the meet and confer process the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer" process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Association exercising this right.

1.10 LABOR MANAGEMENT RELATIONS COMMITTEE

Association stewards identified in writing by the Association shall be released up to three (3) hours per month to meet in a labor management committee with County management to discuss how to improve problem solving and County-Association labor management relations. The Committee may make recommendations to the County Administrative Officer and the Board of Supervisors.

1.11 INDIVIDUAL RIGHTS

Neither the County nor the Association shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.12 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date, as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.
- (b) The probationary period for a for cause employee promoted to a higher-level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.

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- (c) A for cause employee who is promoted shall have the right to return to the employee's job classification and pay status prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.13 ANNIVERSARY DATE

An Employee's anniversary date is the date the County appointed the Employee to a particular classified position.

1.14 APPOINTMENT

Appointment is the filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Increase base wages for all represented classifications in the Probation Unit as follows:

10.0% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages (Section 2.01) can be reopened at the option of the unit for the remainder of the term of the MOU. Wages (Section 2.01) shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all current members who were employed by the County as of January 1, 2025, a one-time, non-recurring, non-pensionable lump sum payment in the amount of two thousand five hundred dollars (\$2,500.00) minus applicable payroll deductions, the first full pay period following Board of Supervisors' adoption of this Agreement.

2.02 MERIT INCREASE

Advancement through Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the

promotional appointment. In such an event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form (PAF), based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

Employees will earn longevity pay, reportable to CalPERS as special compensation, upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular full-time continuous service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service. The two new steps begin the first full pay period following Board ratification of this MOU.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times their regular rate of pay for hours worked in excess of their normal workday or FLSA work period.

A vacation day, paid holiday, or sick leave used, shall be counted as time worked for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

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- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) FLSA non-exempt employees shall accrue one and one-half (1.5) hour of compensatory time off for each hour worked in excess of their normal workday or workweek.
- (c) Payroll/payroll software shall keep/maintain records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.
- (d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request, and the County may not authorize CTO accrual above the cap for any employee.
- (e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (f) The County will cash-out employee CTO accrual banks upon their transfer from the Probation Department to any other County department.
- (g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. The value shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

- (a) Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.
- (b) On-call employees shall be provided a cell phone and/or tablet and will be expected to respond to service call within thirty (30) minutes.
- (c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.
- (d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon agreement between the

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department head and the employee. This section shall apply to both overtime “exempt” and “non-exempt” employees.

- (e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-workday or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered a callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents (\$.35) per hour shift differential pay.

3.06 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of seventy dollars (\$70.00) per month shall be provided.

3.07 TRAINING OFFICER PAY

The Probation Chief or his/her designee, may designate up to two employees from either the Probation or Mid-Management Unit, as training officers, one as an Administrative Trainer and one as a Probation Officer Trainer. Training Officers who are routinely and consistently assigned to teach or orient new employees to the Department and provide new-hire training shall receive two and one-half percent (2.5%) above their base rate of pay upon designation as a training officer, and an additional two and one-half percent (2.5%) when performing training duties, for a total of five percent (5%) when performing training duties.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a

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flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 WORK SCHEDULE

All full-time employees shall enjoy a regular work schedule that are comprised of either a five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each and includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity with Board of Supervisors approval.

- (a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour workday, whichever is greater.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the CalPERS PORAC or Gold plans. County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

Effective December 1, 2022, the County shall contribute up to 85% of the total amount to fund the combined premiums for employee medical, dental, life and vision insurance.

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The Gold Plan is used for the benchmark for the Affordable Care Act (ACA) low wage earners.

- (a) Upon providing continued proof of other Patient Protection and Affordable Care Act compliant group health insurance by providing a copy of the health insurance card for the alternative coverage, employees choosing to opt out of the County offered health plans shall receive \$150.00 per 24 pay periods (excluding the 3rd paycheck in one month) for a maximum annual benefit of \$3600 per year.

(b) Retiree Employee Health Plan:

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (25) years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option	
Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

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4.02 RETIREMENT

Classic Members

Employees determined to be Classic Members by CalPERS who retire from the County and otherwise meet eligibility requirements receive retirement benefits as follows: 2% at age 55 for miscellaneous members.

The County shall pay four percent (4%) of the seven percent (7%) employee member contribution. The remaining portion of the employee member contribution to PERS three percent (3%) shall be paid by the employee on a pre-tax basis through their Employee Member Paid Contributions. Provided, however, that all new employees, after ratification of this Memorandum of Understanding, will pay their entire member contribution to PERS until either: a) the new employee has successfully completed his or her probationary period, or b) the new employee is vested with PERS, whichever occurs last. Thereafter, such new employees will contribute the same portion of their PERS member contribution as County employees at the time of ratification of this Memorandum of Understanding.

The County has amended its contract covering miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2% @ 55 retirement formula with PERS.

New Members

Employees determined to be new members by CalPERS who retire from the County and otherwise meet eligibility requirements receive retirement benefits as follows: 2% at the age of 62 for miscellaneous members. New employees hired on or after 01/01/2013 shall be subject to Public Employees Pension Reform Act (PEPRA).

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall include integration of benefits with County sick leave to prevent duplication and to allow an employee up to full pay by the combination of benefits.

The premium cost of S.D.I. will be paid by the employee through payroll deduction in a manner acceptable to the County Auditor.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part-time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform

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application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010 shall have a maximum sick leave accrual of 500 hours.”

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee’s accrued sick leave upon the employee’s death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before August 30, 2025:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after September 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee’s hourly wage at the end of employment.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

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Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

If a leave does not qualify under the Family Medical Leave Act, the employee must request an unpaid leave of absence for personal or medical reasons in accordance with the following:

- (a) Leaves of fourteen (14) calendar days or less may be granted by the Chief Probation Officer. Leaves greater than fourteen (14) calendar days also require the prior approval of the County Administrative Officer in addition to the Chief Probation Officer.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the Chief Probation Officer.
- (c) The County will not contribute to the health insurance premium. During the leave the employee is to pay the full premium to the group health insurance plan the payment schedule shall be determined by the Human Resource Department of the County.
- (d) The County reserves the right to deny such a leave and to deny the extension of such a leave.
- (e) An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.
- (f) An employee unable to perform the essential function of his/her job under provisions of the Americans with Disabilities Act may not be reinstated.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted, the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

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5.07 BEREAVEMENT LEAVE

- A. All employees are entitled up to five (5) workdays of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code 12945.7.
- B. Regular full-time, regular part-time and probationary employees shall be entitled to bereavement leave without loss of pay up to a maximum of five (5) work days of paid leave for each death in the immediate family.
- C. Bereavement leave need not be taken in consecutive days but must be used within three (3) months of the date of the death of the immediate family member.
- D. The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.
- E. Immediate family member means; spouse, registered domestic partner, child, father, mother, son, daughter, sister, brother, grand parent, grandchild, and those family relations recognized by law such as in-law, half, step, adopted and foster family members and any other such persons as may be identified in California Government Code 12945.7.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

- (a) Accrual shall be computed from the date of hire:
 - 1. During the first (1st) through second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 - 2. During the third (3rd) through seventh (7th) year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.
 - 3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
 - 4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

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- (b) The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.
- (c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.
- (d) Reasons to extend a vacation accrual limit may include but not be limited to the following.
 - 1. The employee was required to work as a result of an operational need or an emergency.
 - 2. The employee was assigned to work of a priority or critical nature over an extended period of time.
 - 3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
 - 4. The employee was on jury duty.
 - 5. The employee was prevented by the department head or designee from utilizing accrued vacation.
- (e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation exceeds the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

- (f) The Department Head will define a thirty (30) day window period each
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calendar year at which time employees may bid for their first-choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

- (g) Each department head or designee will make every effort to act on vacation requests in a timely manner.
- (h) Vacations will be canceled only when operational needs require it.
- (i) Upon death, retirement, layoff, or resignation, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours. Pursuant to Federal IRS regulations, beginning in December 2025, in order for the County to meet the constructive receipt of income rules, the County must withhold the applicable income, social security, and Medicare taxes on the date the employee constructively received the benefit as paid.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day

The third Monday in January, Dr. Martin Luther King, Jr. Day

February 12, Lincoln's birthday;

The third Monday in February, Presidents' Day;

The last Monday in May, legal observance of Memorial Day;

June 19, Juneteenth;

July 4, Independence Day;

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The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
One (1) floating holidays to be approved in advance by the Chief Probation Officer.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday.

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or
- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

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- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 PREGNANCY DISABILITY LEAVE

Pregnancy disability leave shall be granted as provided by law.

5.12 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

5.13 MILITARY LEAVE

Military Leave shall be granted as provided by law.

5.14 ASSOCIATION TIME BANK

For other Local business, an association time bank will be established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local activities.

The County shall provide the first forty (40) hours into a bank for the President, Vice President or other Officers or Directors of the association for temporary time off with pay, for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences.

Each member may volunteer to donate 5 hours every January 1 to be credited into the Association Release Bank. Donated hours may come from vacation or compensatory time off (CTO).

Requests for time off using this bank of hours must be approved by the President of the Association or designee and by the Probation Chief or designee and sufficient advance notice shall be provided to the Department so that release time may be arranged.

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Release time for all of the above meetings shall be subject to the scheduling needs of the Department. A record of Association Release Time will be maintained by the Department.

Use of the Association leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.

When the designated representatives take approved leave, the Association leave bank will be charged an hour-to-hour basis.

The unused hours shall roll over annually as of January 1.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation, or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Association may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within

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fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two (2) may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Association Representative (or the employee if not represented by the Association, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

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When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

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Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Association and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum Of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 PER DIEM

The County will make a per diem reimbursement for County business travel which will be adjusted based on current IRS rates.

9.05 TERM

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This Memorandum of Understanding shall become effective upon adoption by the Plumas County Board of Supervisors and shall remain in full force and effect from January 1, 2025 to December 31, 2026.

SIGNATURES

COUNTY

Sara James

8/15/2025

Sara James, Interim Human Resources Director

Date

PLUMAS COUNTY PROBATION ASSOCIATION

Joseph Lee

Date

Mark Mah

Date

Amanda Meisenheimer

Date

Kristina Wicker-Estes, Labor Consultant

Date

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Appendix A

Probation Job Classifications

- Administrative Assistant I
- Administrative Assistant II
- Deputy Probation Officer I
- Deputy Probation Officer II
- Deputy Probation Officer III
- Detention Coordinator
- Legal Services Assistant I
- Legal Services Assistant II
- Management Analyst I
- Management Analyst II
- Office Assistant I
- Office Assistant II
- Office Assistant III
- Probation Assistant
- Probation Program Coordinator – Administrative Assistant
- Probation Report Writer

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

PROBATION MID-MANAGEMENT UNIT

January 1, 2025 to December 31, 2026

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PROBATION UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Probation Unit, represented by the Plumas County Probation Association, hereinafter called "Association".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Probation Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Association and the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Association as the exclusive representative for employees designated to Probation Unit of County employees pursuant to Section 3510(b) of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Probation Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;

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8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 ASSOCIATION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 PAYROLL DEDUCTIONS

The Association shall provide the Human Resources Department with a written authorization, on a form approved by the County, signed by each employee in the unit who authorizes a payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Association in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Association shall immediately notify Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Association, the Employees, or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Association agrees to indemnify and hold the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

The effective date of Association dues for such employees shall be the beginning of the first pay period of employment or the pay period this subsection becomes effective for current employees, whichever is later.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be

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made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues.

1.05 USE OF COUNTY FACILITIES

With approval of the County, the Association may use certain county facilities, resources and supplies as long as the County is reimbursed for the cost of any supplies or materials provided to the Association and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Association agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received.

1.06 BULLETIN BOARDS

The Association shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Association material on bulletin boards is to be maintained by the Association in an orderly manner and current.

1.07 ACCESS TO EMPLOYEES

With prior notice to the County, the Association or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Association business.

1.08 NEW CLASSIFICATIONS AND PERSONNEL RULES

The Association shall be advised in advance of any new classification to be created or changed. The County and Association will meet and confer to extent required by law concerning changes to classifications. The Association shall be provided the following information, if available at the time of notification from the County:

1. The proposed job specification;
2. Current job specification;
3. The proposed salary;
Current salary

The Association's bargaining team shall normally be limited to three (3) representatives, unless otherwise agreed by the parties.

1.09 UNIT REPRESENTATIVES

The Association shall be allowed to designate up to three (3) employee members to serve as representatives in the "meet and confer" process with the County. The Association shall provide the County, in writing, prior to the beginning of the meet and confer process the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer" process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Association exercising this right.

1.10 LABOR MANAGEMENT RELATIONS COMMITTEE

Association stewards identified in writing by the Association shall be released up to three (3) hours per month to meet in a labor management committee with County management to discuss how to improve problem solving and County-Association labor management relations. The Committee may make recommendations to the County Administrative Officer and the Board of Supervisors.

1.11 INDIVIDUAL RIGHTS

Neither the County nor the Association shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.12 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date, as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.
- (b) The probationary period for a for cause employee promoted to a higher-level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.

- (c) A for cause employee who is promoted shall have the right to return to the employee's job classification and pay status prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.13 ANNIVERSARY DATE

An Employee's anniversary date is the date the County appointed the Employee to a particular classified position.

1.14 APPOINTMENT

Appointment is the filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Increase base wages for all represented classifications in the Probation Unit as follows:

10.0% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages (Section 2.01) can be reopened at the option of the unit for the remainder of the term of the MOU. Wages (Section 2.01) shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all current members who were employed by the County as of January 1, 2025, a one-time, non-recurring, non-pensionable lump sum payment in the amount of two thousand five hundred dollars (\$2,500.00) minus applicable payroll deductions, the first full pay period following Board of Supervisors' adoption of this Agreement.

2.02 MERIT INCREASE

Advancement through Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the

promotional appointment. In such an event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form (PAF), based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

Employees will earn longevity pay, reportable to CalPERS as special compensation, upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular full-time continuous service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service. The two new steps begin the first full pay period following Board ratification of this MOU.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times their regular rate of pay for hours worked in excess of their normal workday or FLSA work period.

A vacation day, paid holiday, or sick leave used, shall be counted as time worked for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

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- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) FLSA non-exempt employees shall accrue one and one-half (1.5) hour of compensatory time off for each hour worked in excess of their normal workday or workweek.
- (c) Payroll/payroll software shall keep/maintain records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.
- (d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request, and the County may not authorize CTO accrual above the cap for any employee.
- (e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (f) The County will cash-out employee CTO accrual banks upon their transfer from the Probation Department to any other County department.
- (g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. The value shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

- (a) Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.
- (b) On-call employees shall be provided a cell phone and/or tablet and will be expected to respond to service call within thirty (30) minutes.
- (c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.
- (d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon agreement between the

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department head and the employee. This section shall apply to both overtime “exempt” and “non-exempt” employees.

- (e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-workday or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered a callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents (\$.35) per hour shift differential pay.

3.06 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of seventy dollars (\$70.00) per month shall be provided.

3.07 TRAINING OFFICER PAY

The Probation Chief or his/her designee, may designate up to two employees from either the Probation or Mid-Management Unit, as training officers, one as an Administrative Trainer and one as a Probation Officer Trainer. Training Officers who are routinely and consistently assigned to teach or orient new employees to the Department and provide new-hire training shall receive two and one-half percent (2.5%) above their base rate of pay upon designation as a training officer, and an additional two and one-half percent (2.5%) when performing training duties, for a total of five percent (5%) when performing training duties.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a

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flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 WORK SCHEDULE

All full-time employees shall enjoy a regular work schedule that are comprised of either a five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each and includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity with Board of Supervisors approval.

- (a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour workday, whichever is greater.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the CalPERS PORAC or Gold plans. County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

Effective December 1, 2022, the County shall contribute up to 85% of the total amount to fund the combined premiums for employee medical, dental, life and vision insurance.

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The Gold Plan is used for the benchmark for the Affordable Care Act (ACA) low wage earners.

- (a) Upon providing continued proof of other Patient Protection and Affordable Care Act compliant group health insurance by providing a copy of the health insurance card for the alternative coverage, employees choosing to opt out of the County offered health plans shall receive \$150.00 per 24 pay periods (excluding the 3rd paycheck in one month) for a maximum annual benefit of \$3600 per year.

(b) Retiree Employee Health Plan:

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (25) years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option	
Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Classic Members

Employees determined to be Classic Members by CalPERS who retire from the County and otherwise meet eligibility requirements receive retirement benefits as follows: 2% at age 55 for miscellaneous members.

The County shall pay four percent (4%) of the seven percent (7%) employee member contribution. The remaining portion of the employee member contribution to PERS three percent (3%) shall be paid by the employee on a pre-tax basis through their Employee Member Paid Contributions. Provided, however, that all new employees, after ratification of this Memorandum of Understanding, will pay their entire member contribution to PERS until either: a) the new employee has successfully completed his or her probationary period, or b) the new employee is vested with PERS, whichever occurs last. Thereafter, such new employees will contribute the same portion of their PERS member contribution as County employees at the time of ratification of this Memorandum of Understanding.

The County has amended its contract covering miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2% @ 55 retirement formula with PERS.

New Members

Employees determined to be new members by CalPERS who retire from the County and otherwise meet eligibility requirements receive retirement benefits as follows: 2% at the age of 62 for miscellaneous members. New employees hired on or after 01/01/2013 shall be subject to Public Employees Pension Reform Act (PEPRA).

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall include integration of benefits with County sick leave to prevent duplication and to allow an employee up to full pay by the combination of benefits.

The premium cost of S.D.I. will be paid by the employee through payroll deduction in a manner acceptable to the County Auditor.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part-time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform

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application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010 shall have a maximum sick leave accrual of 500 hours.”

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee’s accrued sick leave upon the employee’s death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before August 30, 2025:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after September 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee’s hourly wage at the end of employment.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

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Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

If a leave does not qualify under the Family Medical Leave Act, the employee must request an unpaid leave of absence for personal or medical reasons in accordance with the following:

- (a) Leaves of fourteen (14) calendar days or less may be granted by the Chief Probation Officer. Leaves greater than fourteen (14) calendar days also require the prior approval of the County Administrative Officer in addition to the Chief Probation Officer.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the Chief Probation Officer.
- (c) The County will not contribute to the health insurance premium. During the leave the employee is to pay the full premium to the group health insurance plan the payment schedule shall be determined by the Human Resource Department of the County.
- (d) The County reserves the right to deny such a leave and to deny the extension of such a leave.
- (e) An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.
- (f) An employee unable to perform the essential function of his/her job under provisions of the Americans with Disabilities Act may not be reinstated.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted, the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

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5.07 BEREAVEMENT LEAVE

- A. All employees are entitled up to five (5) workdays of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code 12945.7.
- B. Regular full-time, regular part-time and probationary employees shall be entitled to bereavement leave without loss of pay up to a maximum of five (5) work days of paid leave for each death in the immediate family.
- C. Bereavement leave need not be taken in consecutive days but must be used within three (3) months of the date of the death of the immediate family member.
- D. The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.
- E. Immediate family member means; spouse, registered domestic partner, child, father, mother, son, daughter, sister, brother, grand parent, grandchild, and those family relations recognized by law such as in-law, half, step, adopted and foster family members and any other such persons as may be identified in California Government Code 12945.7.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

- (a) Accrual shall be computed from the date of hire:
 - 1. During the first (1st) through second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 - 2. During the third (3rd) through seventh (7th) year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.
 - 3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
 - 4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

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- (b) The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.
- (c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.
- (d) Reasons to extend a vacation accrual limit may include but not be limited to the following.
 - 1. The employee was required to work as a result of an operational need or an emergency.
 - 2. The employee was assigned to work of a priority or critical nature over an extended period of time.
 - 3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
 - 4. The employee was on jury duty.
 - 5. The employee was prevented by the department head or designee from utilizing accrued vacation.
- (e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation exceeds the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

- (f) The Department Head will define a thirty (30) day window period each
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calendar year at which time employees may bid for their first-choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

- (g) Each department head or designee will make every effort to act on vacation requests in a timely manner.
- (h) Vacations will be canceled only when operational needs require it.
- (i) Upon death, retirement, layoff, or resignation, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours. Pursuant to Federal IRS regulations, beginning in December 2025, in order for the County to meet the constructive receipt of income rules, the County must withhold the applicable income, social security, and Medicare taxes on the date the employee constructively received the benefit as paid.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day

The third Monday in January, Dr. Martin Luther King, Jr. Day

February 12, Lincoln's birthday;

The third Monday in February, Presidents' Day;

The last Monday in May, legal observance of Memorial Day;

June 19, Juneteenth;

July 4, Independence Day;

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The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
Three(3) floating holidays to be approved in advance by the Chief Probation Officer.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday.

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or
- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

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- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 PREGNANCY DISABILITY LEAVE

Pregnancy disability leave shall be granted as provided by law.

5.12 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

5.13 MILITARY LEAVE

Military Leave shall be granted as provided by law.

5.14 ASSOCIATION TIME BANK

For other Local business, an association time bank will be established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local activities.

The County shall provide the first forty (40) hours into a bank for the President, Vice President or other Officers or Directors of the association for temporary time off with pay, for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences.

Each member may volunteer to donate 5 hours every January 1 to be credited into the Association Release Bank. Donated hours may come from vacation or compensatory time off (CTO).

Requests for time off using this bank of hours must be approved by the President of the Association or designee and by the Probation Chief or designee and sufficient advance notice shall be provided to the Department so that release time may be arranged.

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Release time for all of the above meetings shall be subject to the scheduling needs of the Department. A record of Association Release Time will be maintained by the Department.

Use of the Association leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.

When the designated representatives take approved leave, the Association leave bank will be charged an hour-to-hour basis.

The unused hours shall roll over annually as of January 1.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation, or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Association may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within

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fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two (2) may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Association Representative (or the employee if not represented by the Association, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

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When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

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Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Association and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum Of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 PER DIEM

The County will make a per diem reimbursement for County business travel which will be adjusted based on current IRS rates.

9.05 TERM

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This Memorandum of Understanding shall become effective upon adoption by the Plumas County Board of Supervisors and shall remain in full force and effect from January 1, 2025 to December 31, 2026.

SIGNATURES

COUNTY

Sara James

Sara James, Interim Human Resources Director

8/15/2025

Date

PLUMAS COUNTY PROBATION ASSOCIATION

Joseph Lee

Date

Kristina Wicker-Estes, Labor Consultant

Date

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Appendix A

Probation Job Classifications

- Administrative Assistant I
- Administrative Assistant II
- Deputy Probation Officer I
- Deputy Probation Officer II
- Deputy Probation Officer III
- Detention Coordinator
- Legal Services Assistant I
- Legal Services Assistant II
- Management Analyst I
- Management Analyst II
- Office Assistant I
- Office Assistant II
- Office Assistant III
- Probation Assistant
- Probation Program Coordinator – Administrative Assistant
- Probation Report Writer



PLUMAS COUNTY HUMAN RESOURCES DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, County Counsel

MEETING DATE: August 19, 2025

SUBJECT: A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Public Works and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Locaol #3; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Mid-Management & Supervisors Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Recommendation:

A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Public Works and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Locaol #3; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Mid-Management & Supervisors Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

1. Term: Two years (July 1, 2025, to June 30, 2027).
2. Wage: 10.0% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26, with the Public Works Units salary study being completed in the first round. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU. Wages shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all current members who were employed by the County as of July 1, 2025, a one-time, non-recurring, non-pensionable lump sum payment in the amount of five hundred dollars (\$500.00) minus applicable payroll deductions, the first full pay period following Board of

Supervisors' adoption of this Agreement.

3. Update section 2.03 to state that longevity advancement that is based regular continuous service. (Remove "full-time" and "compensated" to ensure that longevity is reportable to CalPERS – this is pursuant to a request from CalPERS)
4. Compensatory Time-Off – Exempt Accrual (Section 3.02(b)): "Compensatory Time Off (CTO) shall be permitted to unit employees, except FLSA-exempt employees in-lieu of overtime pay for overtime work as set forth below:"
5. Compensatory Time-Off – Accrual Cap Tracking (Section 3.02(c)): Remove department head responsibility for tracking Compensatory Time-Off accrual. Accrual tracking is a payroll function and therefore does not need to be addressed in the MOU.
6. Compensatory Time-Off – Accrual Cap Tracking (Section 3.02(d)) Authorize an employee to take a voluntary payout of all accrued comp time balance at the end of each calendar year.
7. Bilingual Pay (Section 3.07): Increase the monthly bilingual stipend from \$35.00 to \$70.00.
8. Family Deaths (section 5.07(a)): Amend section 5.07 (a) to be in line with state law. "An appointing authority can request documentation of the death; you are required to provide it. However, you are not required to provide such documentation before you begin your leave. Instead, you must provide this documentation within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
9. Family Deaths (section 5.07(b)): The county proposes to amend section 5.07 (b) to be in line with state law. The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members. Appointing authorities may allow bereavement leave to be taken upon the death of another person with whom you have a relationship. (Defined in Government Code 12945.2)
10. Vacation (section 5.08(b)): "The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section."
11. Vacation (section 5.08(j)): Add "Pursuant to Federal IRS regulations, beginning in December 2025, in order for the County to meet the constructive receipt of income rules, the County must withhold the applicable income, social security, and Medicare taxes on the date the employee constructively received the benefit as paid."
12. Sick Leave Payoff (Section 5.02): Amended to The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before June 30, 2025:
10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.
15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.
20 or more years of continuous service = fifty percent (50%) of accrued sick leave.
For those hired and employed on and after July 1, 2025:
15 years of continuous service = thirty-five percent (35%) of accrued sick leave.
16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.
20 or more years of continuous service = fifty percent (50%) of accrued sick leave.
The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.
13. Cost Saving Bonuses (Section 7.03): Removed

The negotiation team consisted of Interim Human Resources Director for the Board of Supervisors and Ossee Desmangles for the Public Works Unit, and the resolution and resultant MOU have been approved as to form by County Counsel.

Action:

A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Public Works and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Local #3; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Mid-Management & Supervisors Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact - as approved in FY 25/26 preliminary recommended budget

Attachments:

1. Resolution ratifying the MOU between PW Units FINAL
2. Public Works MOU FINAL
3. Public Works Mid Management MOU FINAL

RESOLUTION NO. 2025-

**RESOLUTION RATIFYING THE MEMORANDA OF
UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE
PUBLIC WORKS AND PUBLIC WORKS MID-MANAGEMENT &
SUPERVISORS REPRESENTED BY OPERATING ENGINEERS
LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Public Works Unit and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for the Memoranda of Understanding covering wages, hours and other terms and conditions of employment. The period covered under these tentative agreements is July 1, 2025 to June 30, 2027.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memoranda of Understanding for the Public Works Unit and Public Works Mid-Management & Supervisors Unit.

NOW THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the Memoranda of Understanding for the Public Works and Public Works Mid-Management & Supervisors Units has been set forth in the copies of the Memoranda of Understanding attached to this Resolution as Exhibit A and Exhibit B.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memoranda of Understanding, and the Board Chair is authorized to execute the individual Memoranda of Understanding and any other documents related hereto in order to carry out this ratification.

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 19th day of August 2025 by the following vote:


AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:


Sara James, Attorney
County Counsel's Office

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

**International Union of
Operating Engineers, Local 3**

Public Works Unit

July 1, 2025 to June 30, 2027

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PUBLIC WORKS UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milius-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Public Works Unit, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Public Works Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to Public Works Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;

8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union pursuant to the process provided by State law.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to

indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

Operating Engineers Local Union No. 3 will maintain records of employees authorizations for dues deductions. Operating Engineers Local Union No. 3 will provide Plumas County with information regarding the amount of dues deductions and certify the list of Operating Engineers Local Union No. 3 employees who have authorized dues deductions. Plumas County will rely on the information provided by Operating Engineers Local Union No. 3 members and remit such dues for fees to Operating Engineers Local Union No. 3. Operating Engineers Local Union No. 3 will immediately notify Plumas County of any changes in the Members' dues deduction authorizations. Plumas County will direct all inquiries from employees about the Operating Engineers Local Union No. 3 membership or dues deductions to Operating Engineers Local Union No. 3.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain County facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received and to pay for the costs of any damages that it causes to a County facility.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

AB 119 – New Employee Orientation

County of Plumas will allow Operating Engineers Local No. 3 Union (OE3) access to new

employees at New Employee Orientations up to one (1) hour. A designated employee representative of OE3 shall be allowed access to new employee orientation if the OE3 Business Representative is not able to attend, upon prior notification to their respective department head(s). Reasonable release time (two (2) hours) will be granted to the OE3 designated employee representative to attend this orientation.

1.09 WAGE RANGE ADJUSTMENTS AND PERSONNEL RULE CHANGES

The County will give written notice to the Union prior to any salary range adjustment to any job classification in the bargaining unit. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules, which affect employees' wages, working hours, terms of employment, and/or working conditions.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to four (4) employee members to serve as representatives in the "meet and confer", collective bargaining and negotiations process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process, collective bargaining and negotiations the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer", collective bargaining and negotiations process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours every three months to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union Labor Management Relations. The Committee may make recommendations to the County.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.
- (b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.
- (c) A for cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26, with the Public Works Units salary study being completed in the first round. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened

at the option of the unit for the remainder of the term of the MOU. Wages shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all current members who were employed by the County as of July 1, 2025, a one-time, non-recurring, non-pensionable lump sum payment in the amount of five hundred dollars (\$500.00) minus applicable payroll deductions, the first full pay period following Board of Supervisors' adoption of this Agreement.

2.02 MERIT INCREASE

Advancement through the Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning January 1, 2024 upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular full-time continuous service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted to unit employees, except FLSA-exempt employees in-lieu of overtime pay for overtime work as set forth below:

- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.
- (c) Payroll/payroll software shall keep/maintain records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.
- (d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request and the County may not authorize CTO accrual above the cap for any employee. An employee may request a voluntary payout of all or a portion of their accrued compensatory time balance at the end of each calendar year.
- (e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department
- (g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

- (a) Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.
- (b) On-call employees will be expected to respond to service call within 30 minutes.
- (c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.
- (d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime “exempt” and “non-exempt” employees.
- (e) Responding to a service call shall mean any call that requires the employee to respond away from the employee’s residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee’s regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

A workday shall consist of twenty-four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of

the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

(a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.
2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.
4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2)

times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.

5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents (\$.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of seventy dollars (\$70.00) per month shall be provided.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday

accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full-time employees shall enjoy a regular work schedule that includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

The County contributes 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive \$150.00 (one hundred and fifty dollars) per pay period for 24 (twenty-four) pay periods per year, for a maximum benefit of \$3,600.00 (thirty-six hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan:

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option	
Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay

50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to coordinate these benefits. An employee who receives more than one hundred percent (100%) of their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010, shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before June 30, 2025:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after July 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

- (a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.

- (c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department
- (d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.
- (e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for-cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

- (a) An appointing authority can request documentation of the death, you are required to provide it. However, you are not required to provide such documentation before you begin your leave. Instead, you must provide this documentation within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
- (b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members. Appointing authorities may allow bereavement leave to be taken upon the death

of another person with whom you have a relationship.
(Defined in Government Code 12945.2)

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

- (a) Accrual shall be computed from the date of hire:
 - 1. During the first (1st) through second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 - 2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.
 - 3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
 - 4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.
- (b) The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.
- (c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.
- (d) Reasons to extend a vacation accrual limit may include but not be limited to the following.
 - 1. The employee was required to work as a result of an operational need or an emergency.

2. The employee was assigned to work of a priority or critical nature an extended period of time.
 3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
 4. The employee was on jury duty.
 5. The employee was prevented by the department head or designee from utilizing accrued vacation.
- (e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

- (f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.
- (g) Each department head or designee will make every effort to act on vacation requests in a timely manner.
- (h) Vacations will be canceled only when operational needs require it.
- (i) Upon death, retirement, layoff, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

- (j) Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours. Pursuant to Federal IRS regulations, beginning in December 2025, in order for the County to meet the constructive receipt of income rules, the County must withhold the applicable income, social security, and Medicare taxes on the date the employee constructively received the benefit as paid.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday;
The third Monday in February, Presidents' Day;
The last Monday in May, legal observance of Memorial Day;
June 19, June Juneteenth
July 4, Independence Day;
The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
One (1) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is

sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or
- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation, or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced

only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange

a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars (\$750) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.

- (c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency, and service provider to be determined by the Public Works Director.
- (d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Six Hundred Dollars (\$600.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments.

Provided, however, that the July Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

- (a) A furlough may be ordered only to compensate for a budget issue.
- (b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.
- (c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.
- (d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.
- (e) An employee shall not be furloughed more than one (1) day in any pay period.
- (f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.
- (g) An employee is to be notified in writing by the Department Head at least

ten (10) days prior to the assigned furlough day or days.

- (h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.
- (i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.
- (j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.04 PER-DIEM

The County will make a per diem reimbursement for County business travel which will be updated annually by October 1st with the IRS rates.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from July 1, 2025, through June 30, 2027.

SIGNATURES

UNION

Ossee Desmangles
OE3 Business Agent

Date

Joseph Buckley
Employee Representative, Public Works Bargaining Unit

Date

Mark Crews
Employee Representative, Public Works Bargaining Unit

Date

SIGNATURES

COUNTY OF PLUMAS

Sara James

Sara James
Interim Human Resource Director

8/15/2025

Date

Appendix A

Public Works Unit Job Classifications

Associate Engineers
Assistant Engineer
Engineer Aide
Equipment Services Worker
Engineering Technician I
Engineering Technician II
Fiscal and Technical Services Assistant I
Fiscal and Technical Services Assistant II
Fiscal and Technical Services Assistant III
Management Analyst I
Management Analyst II
Lead Power Equipment Mechanic
Mechanic / Shop Technician
Power Equipment Mechanic I
Power Equipment Mechanic II
Principle Transportation Planner
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I
Public Works Maintenance Worker II
Public Works Maintenance Worker III
Public Works Senior Environmental Planner
Senior Planner (Environmental)
Senior Engineering Technician
Solid Waste Program Manager
Welder

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

**International Union of
Operating Engineers, Local 3**

**Public Works Mid-Management
& Supervisor Unit**

July 1, 2025 to June 30, 2027

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PUBLIC WORKS MID-MANAGEMENT UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Miliias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Public Works Unit, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Public Works Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to Public Works Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;

10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Miliias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union pursuant to the process provided by State law.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

Operating Engineers Local Union No. 3 will maintain records of employees authorizations for dues deductions. Operating Engineers Local Union No. 3 will provide Plumas County with information regarding the amount of dues deductions and certify the list of Operating Engineers Local Union No. 3 employees who have authorized dues deductions. Plumas County will rely on the information provided by Operating Engineers Local Union No. 3 members and remit such dues for fees to Operating Engineers Local Union No. 3. Operating Engineers Local Union No. 3 will immediately notify Plumas County of any changes in the Members' dues deduction authorizations. Plumas County will direct all inquiries from employees about the Operating Engineers Local Union No. 3 membership or dues deductions to Operating Engineers Local Union No. 3.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain County facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received and to pay for the costs of any damages that it causes to a County facility.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

AB 119 – New Employee Orientation

County of Plumas will allow Operating Engineers Local No. 3 Union (OE3) access to new employees at New Employee Orientations up to one (1) hour. A designated employee representative of OE3 shall be allowed access to new employee orientation if the OE3 Business Representative is not able to attend, upon prior notification to their respective department head(s). Reasonable release time (two (2) hours) will be granted to the OE3 designated employee representative to attend this orientation.

1.09 SALARY RANGE ADJUSTMENTS AND PERSONNEL RULE CHANGES

The County will give written notice to the Union prior to any salary range adjustment to any job classification in the bargaining unit. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules, which affect employees' wages, working hours, terms of employment, and/or working conditions.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to four (4) employee members to serve as representatives in the "meet and confer", collective bargaining and negotiations process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process, collective bargaining and negotiations the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer", collective bargaining and negotiations process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours every three months to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union Labor Management Relations. The Committee may make recommendations to the County.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date as provided in

Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.

- (b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.
- (c) A for cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26, with the Public Works Units salary study being completed in the first round. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU. Wages shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all current members who were employed by the County as of July 1, 2025, a one-time, non-recurring, non-pensionable lump sum payment in the amount of five hundred dollars (\$500.00) minus applicable payroll deductions, the first full pay period following Board of Supervisors' adoption of this Agreement.

2.02 MERIT INCREASE

Advancement through the Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning January 1, 2024 upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular full-time continuous service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted to unit employees, except FLSA-exempt employees in-lieu of overtime pay for overtime work as set forth below:

- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.
- (c) Payroll/payroll software shall keep/maintain records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.
- (d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request and the County may not authorize CTO accrual above the cap for any employee. An employee may request a voluntary payout of all or a portion of their accrued compensatory time balance at the end of each calendar year.
- (e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department
- (g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

- (a) Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.
- (b) On-call employees will be expected to respond to service call within 30 minutes.
- (c) Employees assigned on-call outside of normal duty hours shall

be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.

- (d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime “exempt” and “non-exempt” employees.
- (e) Responding to a service call shall mean any call that requires the employee to respond away from the employee’s residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee’s regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

A workday shall consist of twenty-four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

- (a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If

the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.
2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.
4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.
5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents (\$.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of seventy dollars (\$70.00) per month shall be provided.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full time employees shall enjoy a regular work schedule that includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

The County contributes 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive \$150.00 (one hundred and fifty dollars) per pay period for 24 (twenty-four) pay periods per year, for a maximum benefit of \$3,600.00 (thirty-six hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan:

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of

continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option	
Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent

compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to coordinate these benefits. An employee who receives more than one hundred percent (100%) of their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010 shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before June 30, 2025:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after July 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

- (a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.
- (c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department
- (d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.
- (e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal

process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for-cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

- (a) An appointing authority can request documentation of the death, you are required to provide it. However, you are not required to provide such documentation before you begin your leave. Instead, you must provide this documentation within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
- (b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members. Appointing authorities may allow bereavement leave to be taken upon the death of another person with whom you have a relationship.
(Defined in Government Code 12945.2)

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

- (a) Accrual shall be computed from the date of hire:
 - 1. During the first (1st) through second (2nd) year of compensated and

continuous service, an employee shall accrue ten (10) days of vacation.

2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.
 3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
 4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.
- (b) The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.
- (c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.
- (d) Reasons to extend a vacation accrual limit may include but not be limited to the following.
1. The employee was required to work as a result of an operational need or an emergency.
 2. The employee was assigned to work of a priority or critical nature an extended period of time.
 3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
 4. The employee was on jury duty.
 5. The employee was prevented by the department head or designee from utilizing accrued vacation.
- (e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request

for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

- (f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.
- (g) Each department head or designee will make every effort to act on vacation requests in a timely manner.
- (h) Vacations will be canceled only when operational needs require it.
- (i) Upon death, retirement, layoff, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.
- (j) Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours. Pursuant to Federal IRS regulations, beginning in December 2025, in order for the County to meet the constructive receipt of income rules, the County must withhold the applicable income, social security, and Medicare taxes on the date the employee constructively received the benefit as paid.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or

Compensatory Time Off to make a full day.

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday;
The third Monday in February, Presidents' Day;
The last Monday in May, legal observance of Memorial Day;
June 19, June Juneteenth
July 4, Independence Day;
The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
Three (3) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or

- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding

recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars (\$750) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.
- (c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.
- (d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Six Hundred Dollars (\$600.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments.

Provided, however, that the July Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County

in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

- (a) A furlough may be ordered only to compensate for a budget issue.
- (b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.
- (c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.
- (d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.
- (e) An employee shall not be furloughed more than one (1) day in any pay period.
- (f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.
- (g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.
- (h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.
- (i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.
- (j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.05 PER DIEM:

The County will make a per diem reimbursement for County business travel which will be

updated annually by October 1st with the IRS rates.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and

adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from July 1, 2025, through June 30, 2027.

SIGNATURES

UNION

Ossee Desmangles, Business Representative
Business Representative

Date

Matt Crump
Employee Representative, Public Works Mid-Management &
Supervisors Bargaining Unit

Date

SIGNATURES

COUNTY OF PLUMAS

Sara James

Sara James, Interim Human Resources
Director

Appendix A

Public Works Mid-Management & Supervisor Unit Job Classifications

Assistant Director of Public Works
Deputy Director of Public Works
Equipment Maintenance Supervisor
Public Works Administrative Services Officer
Public Works Fiscal Officer/Administrative Services Manager
Public Works Maintenance Supervisor



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: August 19, 2025
SUBJECT: Public Works/Road

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

None



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: August 19, 2025
SUBJECT: **11:00 AM - PUBLIC HEARING:** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on August 12, 2025, Amending Article 5, Chapter 3 of Title 4 of the Plumas County Code; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

11:00 AM - PUBLIC HEARING: Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on August 12, 2025, Amending Article 5, Chapter 3 of Title 4 of the Plumas County Code; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The recent closure of the Rite-Aid Pharmacy and subsequent transfer of prescription to the Quincy Pharmacy has greatly impacted the need for parking near the intersection of Main Street and Railway Avenue in Quincy.

The Public Works Department is proposing to create two (2) 15-minute parking spaces along the North side of Main Street near the intersection of Railway Avenue to address the lack of available parking in this area

Action:

11:00 AM - PUBLIC HEARING: Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on August 12, 2025, Amending Article 5, Chapter 3 of Title 4 of the Plumas County Code; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Ordinance - 15 minute parking - CC Approved (1)

Plumas County, California
ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating parking restrictions on Main Street (State Highway 70) in Quincy, California]

The Board of Supervisors of the County of Plumas ORDAIN as follows:

Section 1. Legislative Intent:

Amend Section 4-3.506 (e) (3) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code

Section 2. Section 4-3.506 of the Plumas County Code is amended to read as follows:

- **Sec. 4-3.506. – Parking in Quincy, California.**

(e) Main Street (State Highway 70).

- 1) Unchanged
- 2) Unchanged
- 3) It shall be unlawful for any person to park or stop any vehicle for more than fifteen (15) minutes between the hours of 8:00 a.m. and 5:00 p.m., weekends and State holidays excepted, at the following locations on Main Street:
 - i. On the south side of State Highway Route 02-Plu-70 from Post Mile 43.667, a point beginning approximately 385 feet west of the centerline of Linden Street, to Post Mile 43.681, a point approximately 310 feet west of the centerline of Linden Street.
 - ii. On the north side of State Highway Route 02-Plu-70 from a point approximately 60 feet west of the centerline of Railway Ave to a point 105 feet west of the centerline of Railway Ave.
 - iii. The Plumas County Public Works Department is hereby directed to obtain and place the proper signs and paint the curb green for said parking restrictions.

- iv. The ordinance codified in this subsection shall cease to be operative six (6) months after receipt by the County Board of Supervisors of written notice of withdrawal of approval by the Department of Transportation. The ordinance codified in this subsection shall only be effective upon the prior approval, in writing, of the Department of Transportation.

Section 3. Effective and operational dates; Codification.

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2 of the ordinance shall be codified, and the remaining sections shall be uncoded.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



PLUMAS COUNTY AUDITOR-CONTROLLER MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman, Auditor-Controller

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact, as approved in the FY 25/26 preliminary recommended budget 2004052-521900

Attachments:

1. C. Goodman contract. Approved, locked

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 **Auditor Controller's Department** (hereinafter referred to as "County"), and Rodney Craig Goodman, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000.00).
3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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:

Martee H. Nieman, Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Martee H. Nieman

Contractor:

Rodney Craig Goodman Jr., CPA
8788 Elk Grove Blvd. Building #1, Suite N
Elk Grove, CA 95624
Attention: Rodney Craig Goodman Jr., CPA

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:

Rodney Craig Goodman Jr., an individual

By: _____
Name:
Title:
Date signed:

:

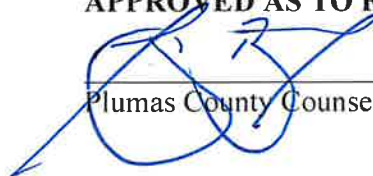
COUNTY:

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

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

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

APPROVED AS TO FORM:



Plumas County Counsel

____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

- **Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.**
- **Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.**
- **Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2023-2024, 2024-2025 in compliance with generally accepted accounting principles.**
- **Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.**
- **Assist the Auditor- Controller's Office with 2023, 2024 Audit with Smith and Newell**
- **Assist the Auditor- Controller's Office with GASB and OBEP reporting.**
- **Assist the Plumas County Budget team with the FY25/26 budget.**
- **Assist the Auditor Controller with FY25/26and FY26/27 cost plan data to MGT.**
- **Assist with implementation of new software integration with accounting system when needed.**
- **Other professional services as mutually agreed upon between Contractor and County.**

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00).

Contractor charges shall not exceed \$300 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

Hotel Costs to be reimbursed by County of Plumas.



**PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Willo Vieira, Agricultural Commissioner/Sealer

MEETING DATE: August 19, 2025

SUBJECT: Adopt **RESOLUTION** of the Plumas County Board of Supervisors and Sierra County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** of the Plumas County Board of Supervisors and Sierra County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

Roll call vote

Background and Discussion:

Adopt **RESOLUTION** of the Plumas and Sierra Counties Boards of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

Plumas and Sierra County has been without any plan to manage and control animals in their respective counties. As a result of a settlement agreement stemming from a lawsuit, Plumas County agreed not to contract with any plant or animal management services, and this has left the residents of Plumas County especially vulnerable to the depredations of insects and animals. After a comprehensive study performed by the State of California and compliant with CEQA, Plumas County has adopted the findings and met the study requirements in the settlement agreement and can now contract with the Animal and Plant Health Inspection Service (APHIS) for Wildlife Management services.

Sierra and Plumas County share an Agriculture Commissioner and so a signing line for the Sierra County Board has been placed on this resolution as well.

Simply put, Plumas and Sierra County residents need animal management services, and this cooperative program ensures compliance with State and Federal law as well as minimizing the impact on animal populations.

Action:

Adopt **RESOLUTION** of the Plumas County Board of Supervisors and Sierra County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

Roll call vote

Fiscal Impact:

(General Fund Impact) as requested in the FY25/26 preliminary budget

Attachments:

1. RESOLUTION authorizing Ag Commish FINAL
2. Ag Res Exhibit A
3. Ag Res Exhibit B
4. Ag Res Exhibit C (2)

RESOLUTION NO. 2025-

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AND SIERRA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY AGRICULTURAL COMMISSIONER TO CONTRACT WITH UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, WILDLIFE SERVICE-WILDLIFE SERVICES (APHIS-WS) TO MAINTAIN AN INTEGRATED WILDLIFE DAMAGE MANAGEMENT PROGRAM (IWDM) AND TO DESIGNATE THE AGRICULTURAL COMMISSIONER AS THE AUTHORIZED REPRESENTATIVE

WHEREAS, Plumas County and Sierra County desire to contract with APHIS-WS for an IWDM pursuant to the APHIS-WS Work and Financial Plan (Attached as Exhibit A); and,

WHEREAS, Plumas County and Sierra County acknowledge that the objective of the program is to provide professional wildlife damage management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife causing damage to protect property and human health and safety; and,

WHEREAS, Plumas County and Sierra County acknowledge and reference the Resolution adopting certain findings concerning impacts and mitigation measures, in accordance with the California Environmental Quality Act adopted and approved by the Plumas County Board of Supervisors on June 17, 2025, which makes findings that comply with the requirements of the Settlement Agreement signed between Feather River Action! and Project Coyote and the County of Plumas and Plumas -Sierra Department of Agriculture on July 5, 2022 (Attached as Exhibit B); and,

WHEREAS, Plumas County and Sierra County acknowledge and reference that these Services will be provided to both Plumas County and Sierra County, the Counties agree to a division of costs for the operational expenses by payment of 80% for Plumas County and 20% for Sierra County in accordance with the MOU relating to the Office of Agricultural commissioner approved and adopted on July 7, 2025; and,

WHEREAS, Plumas County and Sierra County acknowledge that the Services Agreement requires an authorized representative who will be responsible for executing any documents and collaboratively administering any activities.

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

1. Authorizes the Agricultural Commissioner to accept and bind the County to any and all agreements and amendments relating to the WS Agreement Number 25-7306-0275-RA to a maximum amount of \$97,464.40.00 (Ninety-Seven Thousand, Four Hundred Dollars and zero cents) for the life of the agreement which terminates on June 30, 2026.
2. Designates the Agricultural Commissioner as the authorized representative who shall be collaboratively administering the activities conducted in this agreement pursuant to the

Cooperative Service Agreement (Attached as Exhibit C) and the USDA APHIS Work and Financial Plan (Attached as Exhibit A)

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the _____ day of _____, 20__, and the resolution was duly adopted at said meeting by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Kevin Goss, Chair
Plumas County Board of Supervisors

Chair, Sierra County Board of Supervisors


ATTEST:

ATTEST:

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

Clerk of the Board of Supervisors
County of Sierra, State of California

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

**USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN**

COOPERATOR:	PLUMAS & SIERRA COUNTY (Cooperator)
COOPERATIVE AGREEMENT NO.:	25-7306-0275-RA
ACCOUNT WBS:	AP.RA.RX06.73.0191
AGREEMENT DATES:	July 1, 2025 – June 30, 2026
AGREEMENT AMOUNT:	\$97,464.40

Pursuant to Cooperative Service Agreement No. 25-7306-0275-RA between Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife damage management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife causing damage to protect property and human health and safety.

Specific goals are:

1. To administer an Integrated Wildlife Damage Management (IWDM) program in Plumas and Sierra County.
2. To assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.
3. To provide assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner.

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor, Derek Milsaps, California District 2, will supervise this project, (530) 708-0369. This project will be monitored by Jeffrey B. Flores, WS-California State Director, in Sacramento, California, (916) 979-2675.
3. APHIS-WS will invoice Cooperator quarterly for actual costs incurred in providing service, provided there are billable expenses posted at the time of billing for the quarter of service. The combined quarter billings for the performance period in this Work and Financial Plan will not exceed **\$97,464.40 for the period of performance (7/1/2025 – 6/30/2026)**. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one quarter after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, California Department of Transportation, California Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
4. APHIS-WS SHALL PERFORM THE SERVICES UNDER THIS AGREEMENT IN ACCORDANCE WITH ITS FEDERAL AUTHORITY. APHIS-WS SHALL BE RESPONSIBLE TO THE EXTENT PERMITTED BY THE FEDERAL TORT CLAIMS ACT (28 U.S.C. 1346 (b), 2401 (b), 2671-2680), ONLY FOR THE ACTS, OMISSIONS, OR NEGLIGENCE OF ITS OWN OFFICERS, EMPLOYEES OR AGENTS.

THE COUNTY OF PLUMAS AND SIERRA SHALL BE RESPONSIBLE TO THE EXTENT PERMITTED BY THE CALIFORNIA TORT CLAIMS ACT (Government Code §§ 810-996.6), ONLY FOR THE ACTS, OMISSIONS, OR NEGLIGENCE OF ITS OWN OFFICERS, EMPLOYEES, OR AGENTS. APHIS-WS AND ITS EMPLOYEES OR VOLUNTEERS ARE NOT CONSIDERED "OFFICERS, EMPLOYEES, OR AGENTS" OF THE STATE OF CALIFORNIA.

NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS

COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement. See Appendix A for a description of supplies and services.

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$54,708.81	\$30,377.19	\$85,086.00
Travel	\$500	0	\$500
Vehicles	\$14,031.61	\$1,624.45	\$15,656.06
Other Services	\$4,412.67	\$487.33	\$4,900.00
Supplies and Materials	\$1,500	0	\$1,500
Equipment	\$1,500	0	\$1,500

Subtotal (Direct Charges)	\$76,653.09	\$32,488.97	\$109,142.06
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Pooled Job Costs	11.00%	\$8,431.84		\$8,431.84
Indirect Costs	16.15%	\$12,379.47		\$12,379.47
Agreement Total		\$97,464.40	\$32,488.97	\$129,953.37

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$97,464.40.

AUTHORIZATION:

PLUMAS AND SIERRA COUNTY
 208 Fairgrounds Rd
 Quincy, CA 95971

 Representative, Plumas County
TIN# 94-6000528

 Date

UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 WILDLIFE SERVICES

 Jeffrey B. Flores, State Director, California

 Date

 Wendy Anderson, Director, Western Region

 Date

Appendix A: Schedule of Supplies / Services

WS Description of WS Supplies and Services for Plumas and Sierra County – 07/01/25 – 6/30/26.

Salaries:

Salary hours associated with this project include, but are not limited to, providing technical assistance, field work, equipment maintenance, vehicle maintenance, boat maintenance, mandatory training, annual leave, sick leave, awards, travel to and from official duty station, data entry, data analysis, project coordination, administrative support, health and retirement benefits, taxes, etc. These salaries provide the Wildlife Services Specialists that help meet the goals and fulfill the duties outlined in the AWP. Examples of this work include, but are not limited to, smolt protection from avian predators through harassment, providing facility and project protection from pigeons and marmot damage through a lethal removal program.

Vehicles Operating Costs:

The vehicle provides transportation of personnel and equipment assigned to the project. A flat rate is charged per vehicle used, per pay period that cooperatively funds vehicle operating costs. Vehicle operating costs include but are not limited to repair and maintenance, fuel consumption, oil changes, tire replacement, tire changes seasonally, and eventual vehicle replacement and depreciation costs resulting from wear and tear.

Supplies:

The supply charge is based on the quantity of supplies anticipated to be used for an operating project during the work period. Costs include, but are not limited to pyrotechnics, pyrotechnic launchers, traps and trap materials, office supplies, binoculars, ammunition, firearm maintenance cost, uniform allowance, computer accessories for data entry, euthanasia equipment, wildlife capture, restraint and handling devices, spotlights, and similar supplies and equipment.

Training / Travel

A flat rate is budgeted per project for costs associated with training for all specialists for that project. Costs include, but may not be limited to, the cost of on-line training, reimbursement of travel costs, per diem, lodging, training facilities rentals, instructor fees and training materials for seasonal and full-time employees related to individual operating projects.

Pooled Job Costs:

Pooled Job Costs (11% of subtotal) covers costs that may not be directly associated with one particular project and are distributed across all identifiable projects to which the costs pertain. Costs may include supervision not directly charged, employee retirement, severance, sick leave, self-insurance, OWCP costs, and vehicle, boat, and camp trailer repair and replacement.

Administrative Costs:

Administrative costs (16.15 % of subtotal) cover administrative infrastructure in the U.S. Department of Agriculture APHIS-WS.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into between Petitioners, Feather River Action! and Project Coyote, a project of the Earth Island Institute, a California non-profit organization (collectively, “Petitioners”); and Respondents, County of Plumas and Plumas-Sierra Department of Agriculture (collectively, “Respondents”); and Real Party in Interest County of Sierra (“Real Party”), regarding *Feather River Action! et al. v. Count of Plumas et al.*, Plumas County Superior Court Case CV22-00037 (the “Legal Action”). Collectively, Petitioners, Respondents, and Real Party are “Parties” to this Agreement and each is, individually, a “Party” to this Agreement. This Agreement shall be deemed to have been entered into on the date the last signature is affixed to this document. (“Effective Date”).

RECITALS

A. In April 2018, the Plumas-Sierra Department of Agriculture entered into a Cooperative Services Agreement (“CSA”) with the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services (“Wildlife Services”). Under the CSA, Wildlife Services administers the Integrated Wildlife Damage Management (“IWDM”) Program, through which it provides certain services to private property owners within the territories of Plumas and Sierra Counties concerning animal species. Each fiscal year during the five-year term of the CSA, the Respondents must approve a Work Plan prepared by the Wildlife Services, which funds the services provided during the fiscal year (“Work Plan”). The current term of the CSA will expire on June 30, 2023. Respondents did not conduct any review under the California Environmental Quality Act (“CEQA”) prior to approving the CSA in 2018 and have not conducted such review for any Work Plan approved for any fiscal year under the current CSA.

B. The Petitioners commenced the Legal Action on March 3, 2022. In general, the Legal Action alleges the Plumas County Board of Supervisors’ decision at a regular meeting on September 21, 2021, to fund the Work Plan for the current fiscal year violated CEQA. The Petitioners contend the approval of the current fiscal year’s Work Plan was a project under CEQA that would have environmental impacts requiring a proper CEQA analysis.

C. As an administrative record for the Legal Action has not been lodged and certified as of the Effective Date, the Respondents and Real Party have not filed any responsive pleading per Code of Civil Procedure section 1089.5. As such, as of the date of this Agreement, the Respondents and Real Party have not had an opportunity to assert any denials or allege any affirmative defenses.

D. Without making any admissions, the Parties through this Agreement seek to resolve the Legal Action in a manner that allows them to forego the expenses, burdens, and time commitment of a trial and any further proceedings in the Legal Action.

AGREEMENT

1. The Parties incorporate the above-stated Recitals as material terms of this Agreement.

2. In consideration for settlement of the Legal Action, the Respondents agree to take the following actions concerning the IWDM Program:

A. At its next regularly scheduled public meeting following the Effective Date, for which all public notice requirements can be met, the Plumas County Board of Supervisors shall consider and adopt a written resolution suspending the IWDM Program (including without limitation funding, implementation, and/or execution) pursuant to the CSA (“Suspension Resolution”). The date of adoption of this resolution shall be referred to within as the “Suspension Date.”

B. Upon approval of the Suspension Resolution, the Respondents shall not take any action to resume, reinstitute, reinstate, or recommence the IWDM Program unless and until they complete a full and proper analysis of the Program, and all its environmental impacts, under CEQA, and comply with all CEQA’s procedural and public notice and comment procedures.

C. During the suspension of the IWDM Program, the Respondents shall not authorize or fund operations within the scope of the IWDM Program by Respondents’ employees or agents, Wildlife Services, or any other organization, entity or individual within Plumas or Sierra Counties. The Respondents specifically agree that no funds allocated in the current fiscal year Work Plan shall be used for wildlife management activities after the execution of this Agreement and that the Respondents will seek a refund of any funds pre-paid to Wildlife Services under the current Work Plan for work performed after the execution of this Agreement.

D. Nothing in this Agreement shall be deemed to waive any discretionary power the Respondents by law possess. However, should Respondents fail to adopt the Suspension Resolution, as provided in Paragraph A of this Section, then this Agreement shall thereupon be deemed void, and of no further effect, and the Parties shall be restored to the litigation position they were in immediately before the Effective Date, and the Legal Action shall proceed accordingly.

E. Within 30 days of the approval of the Suspension Resolution, and not less than quarterly thereafter until a final CEQA environmental document is presented to the Plumas County Board of Supervisors, the Respondents shall provide written reports to Petitioners providing updates on the status of the Respondents’ CEQA process concerning the IWDM Program, including the Respondents’ participation in any programmatic environmental review in association with any federal or state agencies or any other counties or local agencies. In addition to any legal notices required by CEQA or applicable law, Respondents shall ensure that the Petitioners are timely provided notice of any issuance of any notice of preparation, publication of any draft environmental document, preparation of any responses

to comments, publication of any final environmental document, and any set of written findings to be adopted by any hearing body or legislative body. Respondents shall also provide an employee or staff member to serve as a point-of-contact to answer any questions Petitioners may have about the foregoing.

3. Nothing in this Agreement, or through the Petitioners' participation in any CEQA process provided in accordance with Section 2, or otherwise, shall affect the Petitioners' rights to ultimately challenge any environmental document the Respondents approve, including Petitioners' right to seek a temporary restraining order or other injunctive relief to prohibit resumption of the IWD Program in Plumas and Sierra Counties.

4. Within 30 days of the Suspension Date, the Respondents shall pay the sum of \$45,000.00 to the Petitioners for their attorney fees and costs in the Legal Action. The Respondents shall make such payment payable to Greenfire Law, PC IOLTA and shall deliver such payment to Greenfire Law, PC, c/o Jessica Blome, P.O. Box 8055, Berkeley, CA 94707.

5. Within 10 court days of receipt of the payment required by the preceding paragraph, Petitioners shall file a notice of dismissal of the Legal Action and promptly serve the endorsed notice of dismissal on the Respondents and Real Party following receipt from the Court.

6. Upon the dismissal of the Legal Action, and subject to the reservation of the Petitioners' rights stated in Section 3 of this Agreement, each Party and his/her/its heirs, executors, administrators, predecessors, successors in interest, affiliates, partners, assigns, agents, officers and directors hereby forever generally, completely and mutually release and discharge the other Parties, including, but not limited to, their heirs, executors, administrators, trustees, settlors, beneficiaries, issue, directors, officers, shareholders, agents, predecessors, assigns, employees and attorneys, from any and all demands, debts, duties, and obligations related to the portion(s) of the litigation related to any claim that is fully paid.

7. This Agreement pertains to the Legal Action and is the result of compromise. No Party admits any fault or liability with respect to the claims alleged in the Legal Action, and this Agreement does not constitute, and will not in any circumstance be deemed to constitute, an admission of fault or liability by any Party.

8. It is the intention of the Parties that this Agreement shall be effective as a full and final accord and satisfaction, and as a bar to all actions, causes of action, and obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever nature, character, or kind, known or unknown, suspected or unsuspected, which could have been brought as part of the Legal Actions, with the exception of the Parties' rights and obligations under this Agreement. All of the Parties hereto acknowledge that they are familiar with Section 1542 of the California Civil Code and expressly waive the benefits thereof. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. The Parties acknowledge they have received the advice of counsel regarding the advisability of all releases provided for within, including the waiver of California Civil Code section 1542. The Parties are aware that, following execution of this Agreement, they may discover claims or facts in addition to or different from those they now know or believe to be true in relation to the Legal Actions. Nonetheless, it is their intention to fully and finally settle and release all claims they have or may have against each other, except as reserved herein.

10. The Parties acknowledge they have read this Agreement, have had the opportunity to have the Agreement explained to them by counsel of their choice, are aware of its content and legal effect, and are signing this Agreement freely and voluntarily.

11. This Agreement shall be effective upon its full execution. Each of the undersigned represents that he/she has the authority to bind the Party on whose behalf he/she has executed this Agreement. The Agreement may be executed in counterparts and in duplicate originals. If so executed, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy.

12. The Parties intend this Agreement to be enforceable pursuant to California Code of Civil Procedure section 664.6.

13. Should any action, motion, or other legal proceeding be brought to enforce or interpret the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and costs incurred in prosecuting such efforts.

14. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

15. This Agreement constitutes the entire agreement between the Parties. No modification of this Agreement shall be valid unless in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, or statement unless it is specifically set forth in this Agreement.

16. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California. Should any term of this Agreement be deemed unlawful, that provision shall be severed, or construed in accordance with applicable law as nearly as possible to reflect the Parties' mutual original intent, and all remaining terms shall continue to be valid and fully enforceable. Furthermore, the place of performance shall be the County of Plumas of California, in the event of litigation.

17. This Agreement shall bind the heirs, personal representatives, successors, and assigns of the Parties, and inure to the benefit of each Party, its successors and assigns.

18. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

19. Failure of any of the Parties to insist upon the strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of any of the Parties' right to insist upon such observance or compliance with the other terms of this Agreement.

SO AGREED.

FEATHER RIVER ACTION!


Josh Hart (Jul 5, 2022 16:40 PDT)

By: Josh Hart

Jul 5, 2022

Dated

PROJECT COYOTE, a project of the EARTH ISLAND
INSTITUTE, a California non-profit organization


Camilla H. Fox (Jul 5, 2022 14:14 PDT)

By: Camilla Fox

Jul 5, 2022

Dated

EARTH ISLAND INSTITUTE, a California
non-profit organization



By: David Phillips

Jul 5, 2022

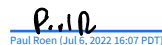
Dated

COUNTY OF PLUMAS

By: Kevin Goss
Its: Chair, Board of Supervisors

Dated

COUNTY OF SIERRA


Paul Roen (Jul 6, 2022 16:07 PDT)

By: Paul Roen
Its: Chair, Board of Supervisors

Jul 6, 2022

Dated

Approved as to Form.

Jessica Blome

By: Jessica L. Blome
Attorney for Petitioners
Feather River Action!, Project Coyote,
and Earth Island Institute

July 5, 2022

Dated

Donald L. Lipmanson

By: Donald L Lipmanson
Attorney for Petitioners,
Project Coyote and Earth Island
Institute

July 5, 2022

Dated

By: Derek P. Cole
Attorney for Respondents and Real Party
in Interest

Dated










2022-07-05 FINAL Settlement Agreement (Feather River Action, et al. v. Plumas County, JB, DL

Final Audit Report

2022-07-05

Created:	2022-07-05
By:	Sumona Majumdar (sumona@earthisland.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAkk7W_BW4qgN4hd-1kdPeUBQalf5uM0Rq

"2022-07-05 FINAL Settlement Agreement (Feather River Action , et al. v. Plumas County, JB, DL" History

-  Document created by Sumona Majumdar (sumona@earthisland.org)
2022-07-05 - 9:09:21 PM GMT- IP address: 99.113.188.15
-  Document emailed to cfox@projectcoyote.org for signature
2022-07-05 - 9:11:11 PM GMT
-  Email viewed by cfox@projectcoyote.org
2022-07-05 - 9:13:37 PM GMT- IP address: 98.37.17.235
-  Document e-signed by Camilla H. Fox (cfox@projectcoyote.org)
Signature Date: 2022-07-05 - 9:14:11 PM GMT - Time Source: server- IP address: 98.37.17.235
-  Document emailed to David Phillips (davep@earthisland.org) for signature
2022-07-05 - 9:14:13 PM GMT
-  Email viewed by David Phillips (davep@earthisland.org)
2022-07-05 - 9:28:18 PM GMT- IP address: 66.249.84.85
-  Document e-signed by David Phillips (davep@earthisland.org)
Signature Date: 2022-07-05 - 9:42:49 PM GMT - Time Source: server- IP address: 69.181.39.28
-  Document emailed to Josh Hart (joshuahart@baymoon.com) for signature
2022-07-05 - 9:42:51 PM GMT
-  Email viewed by Josh Hart (joshuahart@baymoon.com)
2022-07-05 - 11:18:52 PM GMT- IP address: 104.232.82.77



Document e-signed by Josh Hart (joshuahart@baymoon.com)

Signature Date: 2022-07-05 - 11:40:24 PM GMT - Time Source: server- IP address: 104.232.82.77



Agreement completed.

2022-07-05 - 11:40:24 PM GMT



Adobe Acrobat Sign






Plumas Sierra Settlement Agreement as of 060622 (00086625)

Final Audit Report

2022-07-06

Created:	2022-07-06
By:	Heather Foster (hfoster@sierracounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABK4AJtZhHtOjRg94VMYzQenQHpKdX_bT

"Plumas Sierra Settlement Agreement as of 060622 (00086625)" History

-  Document created by Heather Foster (hfoster@sierracounty.ca.gov)
2022-07-06 - 9:50:25 PM GMT- IP address: 67.113.45.86
-  Document emailed to supervisor3@sierracounty.ca.gov for signature
2022-07-06 - 9:51:50 PM GMT
-  Email viewed by supervisor3@sierracounty.ca.gov
2022-07-06 - 11:05:35 PM GMT- IP address: 54.219.183.184
-  Document e-signed by Paul Roen (supervisor3@sierracounty.ca.gov)
Signature Date: 2022-07-06 - 11:07:04 PM GMT - Time Source: server- IP address: 174.208.108.95
-  Agreement completed.
2022-07-06 - 11:07:04 PM GMT

COOPERATIVE SERVICE AGREEMENT
between
PLUMAS AND SIERRA COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Plumas and Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations

and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Willo Vieira
208 Fairgrounds Rd
Quincy, CA 95971
(530) 283-6365
willovieira@countyofplumas.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Jeffrey Flores
10365 Old Placerville Rd
Sacramento, CA 95827
(916) 979-2675
Jeffrey.b.flores@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 1 July 2025 and shall continue through 30 June 2030, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 94-6000528
APHIS-WS's Tax ID: 41-0696271

Cooperator:

_____	_____
Plumas County Representative / Title	Date

_____	_____
Sierra County Representative / Title	Date

Plumas and Sierra County
208 Fairgrounds Rd
Quincy, CA 95971

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

_____	_____
Jeffrey Flores, State Director USDA, APHIS, WS 10365 Old Placerville Rd Sacramento, CA 95827	Date

_____	_____
Wendy Anderson, Western Regional Director USDA, APHIS, WS 2150 Centre Ave Building B Mailstop 3W9 Fort Collins, CO 80526	Date



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: August 19, 2025
SUBJECT: Sheriff's Office

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeremy Beatley, Operations Sergeant

MEETING DATE: August 19, 2025

SUBJECT: Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant (1.0) FTE Sheriff's Patrol Commander and to recruit and fill any subsequent vacancies created by filling the Patrol Commander position until each promotional position is filled due to the cascading effect of filling the Patrol Commander position (General Fund Impact) as approved in FY 25/26 preliminary recommended budget.

Recommendation:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant (1.0) FTE Sheriff's Patrol Commander and to recruit and fill any subsequent vacancies created by filling the Patrol Commander position until each promotional position is filled due to the cascading effect of filling the Patrol Commander position (General Fund Impact) as approved in FY 25/26 preliminary recommended budget.

Background and Discussion:

The position of Sheriff Patrol Commander is now vacant due to the promotion of the previous Patrol Commander to the Undersheriff position. There is need to fill this position quickly as it is vital to the day to day operations of the Agency. Any qualified personnel promoting to this position will be either the Operations Sergeant, Detective Sergeant or a Patrol Sergeant. This will necessitate quickly filling one of these positions, and then the subsequent Patrol Sergeant Position. The Sheriff is requesting the Board approve and authorize the Sheriff to fill the vacant position of Patrol Commander as any vacant positions created by this promotion.

Action:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant (1.0) FTE Sheriff's Patrol Commander and to recruit and fill any subsequent vacancies created by filling the Patrol Commander position until each promotional position is filled due to the cascading effect of filling the Patrol Commander position (General Fund Impact) as approved in FY 25/26 preliminary recommended budget.

Fiscal Impact:

General Fund Impact, as approved in the FY 25/26 preliminary recommended budget.

Attachments:

1. Sheriff's Patrol Commander Job Description

SHERIFF PATROL COMMANDER

DEFINITION

Incumbent will manage, as well as supervise the day to day operations of the Patrol Division, Communications Division, Swat, Reserves, Chaplains and Court and Annex Security; coordinates activities with other divisions and departments; provides highly complex staff assistance to the Sheriff and Undersheriff; performs a variety of technical tasks relative to assigned areas of responsibility; and does related work as required or assigned.

DISTINGUISHING CHARACTERISTICS

This is a specialized supervisory level in the professional law enforcement class series. The incumbent will be responsible for providing direction and exercising supervision over sergeants, deputies, and non-sworn supervisors and other staff. In addition, the incumbent will provide specialized administrative support to the Sheriff and Undersheriff.

REPORTS TO

Undersheriff and Sheriff/Coroner

CLASSIFICATIONS SUPERVISED

Patrol sergeants, Communications Supervisor, Swat Commander, Reserve Coordinator, Chaplains, and Court and Annex Security Supervisor.

Last Revised: 10/2016

SHERIFF PATROL COMMANDER - 2

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Directs, plans, organizes and supervises assigned law enforcement activities.
- Establish schedules for the Sheriff's Office to facilitate operations.
- Assist in the development, planning, and implementation of Department goals and objectives.
- Prepare and present staff reports to the Undersheriff.
- Assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Direct the forecast of funds needed for equipment, materials, supplies, and staffing.
- Monitor and approve expenditures.
- Assist with the selection, motivation and evaluation of personnel.
- Assists in developing, recommending and implementing department/division goals and objectives.
- Implements department/division policies and procedures.
- Coordinate staff training, including ongoing evaluation of staff and recognizing the additional need for training.
- Evaluate operations and activities of assigned responsibilities.
- Recommend improvements and modifications.
- Prepare various reports on operations and activities, both to the Sheriff and the Undersheriff.
- Work with employees to correct deficiencies.
- Participates in budget preparation and administration.
- Prepares cost estimates for budget recommendations.
- Submits justification for budgetary items.
- Monitors and controls expenditures as assigned.
- Attend and participate on a variety of boards and commissions.
- Participates in the selection of staff.
- Implements disciplinary procedures as necessary.
- Answer questions and provide information to the public.
- Investigate complaints and recommends corrective action.
- Contacts and cooperate with other agencies as needed.
- Conducts investigations involving internal affairs.
- Oversee the Department purchase and inventory of equipment.
- Negotiate contracts with other Departments and government agencies in mutual assistance tasks and support services.
- As needed, act as the OES Duty Officer.
- Perform related duties as assigned.

Last Revised: 10/2016

SHERIFF PATROL COMMANDER - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and practices of law enforcement program development and administration.
- Procedures, methods and techniques in law enforcement patrol, traffic control, crime prevention, investigations, apprehension, civil process, and arrest.
- Types of law enforcement equipment, materials, and specialty items including, but not limited to, training.
- Principles and practices of organization, administration and personnel management pertaining to law enforcement.
- Budgeting procedures and techniques.
- Principles and practices of supervision, training and personnel management.
- Principles and procedures of record keeping and reporting.

Ability to:

- Organize, direct and implement a comprehensive law enforcement program.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply Federal, State, and local policies, procedures, laws and regulations.
- Effectively administer a variety of law enforcement activities.
- Prepare and administer a budget.
- Respond to requests and inquiries from the general public.
- Supervise, train and evaluate assigned staff.
- Communicate clearly and concisely, both orally and in writing.

Last Revised: 10/2016

SHERIFF PATROL COMMANDER - 4

Ability to (continued):

- Establish and maintain cooperative relationships with those contacted in the course of work.
- Gain cooperation through discussion and persuasion.
- Use and care for firearms.

TRAINING AND EXPERIENCE

Five years of increasingly responsible experience in law enforcement work, including one (1) year in a supervisory capacity.

Equivalent to completion of the twelfth grade, supplemented by college level courses in administration of criminal justice, police science, public administration, business administration, or a related field.

Licenses and Certificates:

Possession of a Peace Officer Standards and Training P.O.S.T. Advanced Certificate. Complete and successfully pass a P.O.S.T. certified Management Course within one year of assignment.

Special Requirements:

Must submit to and pass a psychological evaluation, medical examination and a background investigation, if not already a Plumas County Sheriff's Office employee as part of a conditional offer of employment for a background investigation.

Possession of a valid and current California Driver's license at that time of appointment and maintained throughout Plumas County employment.

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

Last Revised: 10/2016



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Tracey Ferguson, Director of Planning
MEETING DATE: August 19, 2025
SUBJECT: Appoint Daniel Haverfield, Plumas County Board of Supervisors Appointee, to the Airport Land Use Commission (ALUC) through May 1, 2028; discussion and possible action.

Recommendation:

Appoint Daniel Haverfield, Plumas County Board of Supervisors Appointee, to the Airport Land Use Commission (ALUC) through May 1, 2028; discussion and possible action.

Background and Discussion:

.

Action:

Appoint Daniel Haverfield, Plumas County Board of Supervisors Appointee, to the Airport Land Use Commission (ALUC) through May 1, 2028; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Haverfield, Dan ALUC_ Applicaiton Redacted

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Daniel Haverfield Email [REDACTED]

Mailing Address [REDACTED] Street [REDACTED] Telephone: [REDACTED]
Town [REDACTED] Zip [REDACTED]

Employer's Name AirMethods Telephone: [REDACTED]
& Address

5500 South Quebec St. Greenwood Village CO 80111

Present Occupation Helicopter Mechanic Care Flight Are You Over 18 Years of Age yes

Board/Commission Applied for **AIRPORT LAND USE COMMISSION**

As representative of (check one) ☐ Board of Supervisors Appointee

Summary of Qualifications for Position: Aircraft A&P mechanic for 25
years, Private Pilot for 20 years, Local resident

Reasons for Applying: I was asked for service on ALUC by Beckworts
air port manager.

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: _____

Date 7-25-25 Signature [Signature]

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.