



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, Chair 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, 5<sup>th</sup> District

### **AGENDA FOR REGULAR MEETING OF AUGUST 16, 2022, TO BE HELD AT 10:00 A.M.**

**IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**[www.countyofplumas.com](http://www.countyofplumas.com)**

### **AGENDA**

**The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.**

**Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.**

**Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.**

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

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



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

## **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

### **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.    **CALL TO ORDER/ROLL CALL**

**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. DISASTER RECOVERY OPERATIONS** – Tracey Ferguson

Information regarding the FEMA Direct Housing Sales and Donations program; discussion and possible direction to staff.

#### **B. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on DFC recovery efforts.

### **2. CONSENT AGENDA**

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

#### **A. BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Plumas Rural Services for Girl's Rite Youth Prevention Program Services; effective July 1, 2022; not to exceed \$19,058.00; approved as to form by County Counsel. [View Item](#)

#### **B. FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and Smith Tree Services for tree maintenance services on various county properties; not to exceed \$10,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Silver State Elevator Company for elevator maintenance and repair; not to exceed \$27,000.00; approved as to form by County Counsel. [View Item](#)

#### **C. HUMAN RESOURCES**

Adopt **RESOLUTION** to approve Plumas County pay schedule to reflect the new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory requirements for Publicly available pay Schedule. [View Item](#)

#### **D. PROBATION**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Department of Probation and Plumas Rural Services for the Mindful Nurturing Parent and Teen Relationship classes; effective July 1, 2022; not to exceed \$8,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Department of Probation and Environmental Alternatives, to provide housing and services to qualified probationers with SB6878, AB109, and pretrial; not to exceed \$126,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Probation and Plumas Rural Services for the Batterer's Treatment Program; effective July 1, 2022; not to exceed \$22,400.00; approved as to form by County Counsel. [View Item](#)

#### **E. PUBLIC HEALTH**

Approve and authorize the Chair to sign and Agreement between Plumas County Public Health and Colleen Bridger Consulting, LLC to provide continuing professional education Public Health Training; not to exceed \$17,000.00; approved as to form by County Counsel. [View Item](#)

**F. PUBLIC WORKS**

Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and iWorQ Systems for additional software module for permit management to assist with issuance of Encroachment Permits; initial setup fee not to exceed \$8,000.00, with an annual subscription fee not to exceed \$5,000.00; approved as to form by County Counsel. [View Item](#)

**G. SHERIFF**

Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Department and Brian T. Phillips dba Lake Almanor Towing to provide services to the Sheriff's vehicle towing and recovery; not to exceed \$20,000.00; approved as to form by County Counsel. [View Item](#)

**H. SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center for the Housing and Disability Advocacy Program; effective July 1, 2022; not to exceed \$250,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center for the Home Safe Program; effective July 1, 2022; not to exceed \$250,000.00; approved as to form by County Counsel. [View Item](#)

**3. DEPARTMENTAL MATTERS**

**A. COUNTY COUNSEL – Gretchen Stuhr**

Adopt **RESOLUTION** suspending the participation of the Plumas-Sierra Department of Agriculture in the Integrated Wildlife Damage Management Program, pending completion of Environmental review under the California Environmental Quality Act; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

**B. HUMAN RESOURCES – Nancy Selvage**

Adopt **RESOLUTION** to amend Victim Witness Advocate, and Victim Witness Coordinator revised job descriptions for the transfer from the Sheriff's Office to the District Attorney's Office; effective January 1, 2023: discussion and possible action. **Roll call vote** [View Item](#)

**C. PUBLIC WORKS – John Mannle**

Authorize the Public Works/ Road Department to recruit and fill, funded, and allocated; (one) 1.0 FTE Public Works Maintenance Worker II position in the Beckwourth Maintenance District; discussion and possible action. [View Item](#)

**D. SHERIFF – Todd Johns**

- 1) Adopt **RESOLUTION** approving the transfer of the Victim Witness Program and Certificate Compliance from the Sheriff's Office to the District Attorney's Office; Authorize the District Attorney's Office to administer the grants provided by Cal-OES, sign and approve any grant award agreements with Cal-OES, including extensions and/ or amendments; effective January 1, 2023; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Adopt and ratify **RESOLUTION** authorizing the Plumas County Sheriff to (1) Contract with the Bureau of Justice Assistance under Agreement No. 29338479, (2) execute Small Rural and Tribal Body-worn Camera Policy and implementation program and agreements, and (3) amend agreements as required; effective January 1, 2022; approved as to form by County Counsel; discussion and possible action.

**Roll call vote** [View Item](#)

3) Approve and authorize fixed asset purchase of a new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; to be included in FY 22/23 budget prior to adoption, from department 70350; not to exceed \$28,000.00; discussion and possible action. **Roll call vote** [View Item](#)

**E. PLANNING** - Tracey Ferguson

- 1) Adopt **RESOLUTION** authorizing the 2021 Urban and Multi-benefit Drought Relief Grant Program application, acceptance, and execution for the Sierraville Public Utilities District Booster Station Replacement Project; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant application, acceptance, and execution for the Indian Valley Community Service District North Main Extension Water Use Efficiency and Reliability Project; discussion and possible action. **Roll call vote** [View Item](#)
- 3) **PUBLIC HEARING:** 10am time certain. [View Item](#)

Adopt **RESOLUTION** approving the submission of two CDBG applications for funding activities “Greenville Economic Development” and “Countywide Disaster Recovery Planning” and the execution of a grant agreement and any amendments thereto from the 2021-2022 Funding Year of the State CDBG Program. Discussion and possible action. **Roll call vote**

- 4) Chester Town Plaza Proposed Public/Private Partnership Presentation by Susan Bryner, representing The Almanor Foundation and Lake Almanor Area Chamber of Commerce. [View Item](#)
  - Discussion; Board of Supervisors interest in Chester Town Plaza Concept and Public/Private Partnership with The Almanor Foundation and Lake Almanor Area Chamber of Commerce; and direct County Counsel and Planning Department staff to negotiate with The Almanor Foundation and the Lake Almanor Area Chamber of Commerce, as parties to a Public/Private Partnership Agreement
  - Appoint one or two Board of Supervisor members to be involved in the negotiations; discussion, direction, and possible action.
- 5) California Public Utility Commission (CPUC) Local Agency Technical Assistance (LATA) grant funding opportunity for broadband pre-development costs in cooperation with Golden State Connect Authority (GSCA). Informational update and discussion only. [View Item](#)

**4. BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on September 13, 2022. [View Item](#)
- B. **APPOINTMENTS**
  - 1) Appoint Director and Alternate to the PRISM (CSAC-EIA) Board of Directors; discussion and possible action.
  - 2) Appoint Nikki Hammerich to the Indian Valley Community Service District; discussion and possible action.
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

**5. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee performance evaluation; Dana Loomis, Director of Public Health
- B. Conference with Legal Counsel: Claim against the County filed by Kelly Riehm on August 2, 2022
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

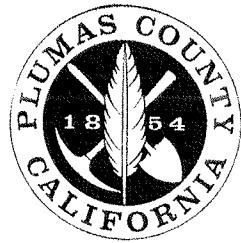
Adjourn meeting to Tuesday, September 6, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

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Sharon Sousa Interim Director



DATE: August 16, 2022

TO: Honorable Board of Supervisors 

FROM: Sharon Sousa Behavioral Health Interim Director

SUBJECT: Consent Agenda

**Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$19,058.00.00 Agreement with Plumas Rural Services-Girl's Rite Youth Prevention Program.

**BACKGROUND AND DISCUSSION:**

1. The \$19,058.00 Agreement with Plumas Rural Services for Girl's Rite Youth Prevention Program Services, this program will provide prevention services for up to 15 girls, ages 11-18. Girl's Rite provides an all-girl support for building self-confidence, physical and emotional resiliency, healthy relationships. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

## BOARD AGENDA REQUEST FORM

Department: Plumas County Behavioral Health

Authorized Signature: 

Board Meeting Date: 8/16/2022

Request for 0 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda:  Yes  No

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Respectfully request Board of Supervisors approve Plumas Rural Services-Girls Rite Program Agreement for \$19,058.00 Approved to form by County Counsel

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y  / N )

Signed? (Y  / N )

Budget Transfers Sheets:

Signed? (Y  / N )

Other: \_\_\_\_\_

#### Publication:

Clerk to publish on \_\_\_\_\_.

Notice attached and e-mailed to Clerk.

Notice to be published \_\_\_\_\_ days prior to the hearing.

(if a specific newspaper is required, enter name here)

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_).

Copy of Affidavit Attached.

#### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Rural Services**, a California non-profit 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 Nineteen Thousand Fifty-Eight Dollars (\$19,058.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required

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

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Michele Lynn Piller, Executive Director  
711 E. Main Street  
Quincy, CA 95971

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>

COUNTY INITIALS

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

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

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting

term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

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

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

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

**CONTRACTOR:**

Plumas Rural Services, a California non-profit corporation

By: \_\_\_\_\_

Name: Michele Lynn Piller  
Title: Executive Director  
Date signed:

By: \_\_\_\_\_

Name: Debbie Shirk-McFarland  
Title: Fiscal Officer  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_

Name: Heidi White  
Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:



Sara James  
Deputy County Counsel II

7/28/2022

\_\_\_\_\_ COUNTY INITIALS

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and PLUMAS RURAL SERVICES, referred to herein as Business Associate (“BA”), dated July 1, 2022.

### **RECITALS**

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

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

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

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

#### **1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

## **8. No Third-Party Beneficiaries**

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

## **9. Interpretation**

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

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

**COVERED ENTITY**

Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Name: Michele Lynn Piller  
Title: Executive Director  
Address: 711 E. Main Street  
Quincy, California, 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A - SCOPE OF WORK**  
**Plumas Rural Services – Girl’s Rite Program**

The Girl’s Rite Program provides prevention services for up to 15 girls, ages 10-18. Grounded in research on girls’ development, Girl’s Rite provides an all-girl space that supports participants’ capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity.

This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths’ based youth development program to mitigate risk of or reducing negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home.

According to a 2011 study in the Journal of Adventure Education and Outdoor Learning, “all-girls programs create a space for adolescent girls to feel safe, increase their connection with others, and provide freedom from stereotypes.” Furthermore, outdoor experiences for teens result in enhanced self-esteem, self-confidence, independence, autonomy and initiative, with positive results persisting for years.

Girl’s Rite will be delivered in Quincy with afterschool meetings for two (2) hours twice per month during the school year. During these sessions, the program utilizes research-based, age-appropriate curricula focused on guided discussions, youth-developed group guidelines, journaling, positive self-talk, and peer and adult nonviolent communication.

Discussions and activities are dedicated to finding passion and purpose in life; establishing positive, non-violent communication techniques; providing emotional support; problem solving; and building and sustaining trusting relationships. Through regular discussion and interaction, the Coordinator fosters bonds with participants that enables them to use her as a resource when they are facing challenges, including providing warm referrals for mental health assessment, as needed.

Professional women in the community are invited to speak and participate in the program when possible, fostering positive relationships with adults in the girls’ own community. In addition to promoting protective factors described above, this work fosters an early introduction to possible future professions for participants, giving them female role models within their community and aspirational goals that insulate against future risks of unemployment and homelessness.

Program facilitator deliverables include:

- Holding two (2) afterschool meetings per month during the school year
- Leading five (5) full-day excursions over the summer
- Attending one (1) youth leadership development conference (the Reach Conference)
- Referrals to an early intervention or other mental health services will be tracked, reported, and a follow-up call or meeting with the participant and family will be conducted.

Measurable outcomes:

This prevention and improving timely access program will focus on reducing negative outcomes that may result from an untreated mental illness through building protective factors, that include by the end of the program year and through participant self-assessment or self-perception questionnaires that the program has:

- increased by 60% of enrolled youth who report a perception of increased self-confidence;
- increased by 40% of enrolled youth who report a perception of an improved or a healthier relationship with family members or other primary social connections;
- increased by 40% of enrolled youth who report perception of improved emotional self-regulation or emotional resiliency;
- Decreased by 40% of enrolled youth feelings of depression/sadness or suicide ideation.

Data collection methods:

PRS collects MHSA-specific demographic data for participants from initial enrollment forms. The Girl's Rite Coordinator tracks participation at meetings and other events. PRS also collects data on protective and promotive factors intended to mitigate risk and enhance healthy development and wellbeing. This data on factors of youth resilience, access to system of supports, social/emotional/physical well-being is surveyed via a pre- and post-questionnaire; answers to this questionnaire also help the Coordinator to hone meeting topics for participants' needs.

## EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson [kpierson@pcbh.services](mailto:kpierson@pcbh.services) and accounts payable Che Shannon [cshannon@pcbh.services](mailto:cshannon@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

Program Category	Description of Cost	Maximum Amount
Personnel		
Girl's Rite Coordinator	0.25 FTE	\$11,206.00
Benefits	FICA, SSI/SUI, W/C, Benefits Plan	\$1,354.00
Supplies	Therapeutic, Office & Program	\$950.00
Travel	300 miles/year x \$0.625/mile	\$188.00
Direct Operating Costs	Rent, Utilities, Communications, Building Maintenance, Insurance, Audit	\$1,524.00
Staff Training	General training, REACH Staff Fee	\$350.00
REACH Training Conference	Annual Conference for 5 Attendees	\$1,000.00
Indirect Costs	15% of Direct Costs	\$2,486.00
Total Not to Exceed		<b>\$19,058.00</b>

Budget Description:

Personnel:

The Girl's Rite Coordinator works 10 hours/week to recruit, enroll, and work with youth clients in the program. The Coordinator is responsible for collaborating with program partners, coordinating participation of professional women from the community, and the REACH youth conference, and planning and delivering the program's summer excursions.

Benefits include FICA, Social Security, State Unemployment Insurance, and Worker's Compensation.

Supplies:

A prorated portion of office supplies based on FTE percentage and actual cost of program supplies (\$150/yr). Therapeutic supplies (such as journals, art supplies, etc.) and snacks for program meetings are included (\$800/yr).

Travel:

300 miles/year @ \$0.625/mile for the Coordinator to travel with participants to the REACH conference and various local excursion locations.

Direct Operating Costs:

Amounts are based on PRS' cost allocation plan and charged based on FTE for staff allocated to this contract or based on actual cost, as appropriate. Rent is based on the federal formula, calculated on FTEs charged. Utilities and building maintenance are calculated based on space allocation use. Cell phone and internet usage for program staff are charged at actual cost. Insurance and audit expenses are prorated based on the percentage of total agency FTEs charged to this program (0.52%).

Staff Training:

Cost for Coordinator to complete training(s) relevant to work in the field of youth development, plus the fee for the Coordinator to attend the REACH conference.

REACH Training:

Includes travel, lodging, meals, and fees for 5 youth participants to attend the REACH conference in Chico, CA.

Indirect Costs are 15% of total direct costs.

**INVOICING AND PAYMENT:**

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

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

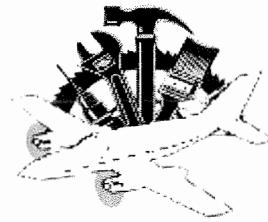


JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: August 16, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Smith Tree Services for tree maintenance on various county properties.

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### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services and Smith Tree Services for tree maintenance on various county properties.

### **Background and Discussion**

Smith Tree Services provides tree trimming and pruning, tree removal and emergency tree removal services for various county properties as requested by Facility Services.

Contract not to exceed \$10,000.00

## **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** (hereinafter referred to as “County”), and Michael Smith, a sole proprietor doing business as **Smith Tree 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 **Ten Thousand dollars and 00/100** (\$10,000).
3. Term. The term of this agreement shall be from **September 1, 2022 through August 31, 2023**, 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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terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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obligations under this Agreement. **In particular, Contractor represents that it holds a current and active license as a Class C-61/D49 Tree Service contractor, issued by the State of California, No. 867085.**

11. **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.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Smith Tree Services  
PO Box 270  
Chilcoot CA 96105  
Attention: Michael Smith, 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->

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CONTRACTOR INITIALS \_\_\_\_\_

[programs-and-country-information/ukraine-russia-related-sanctions](https://www.sam.gov/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.

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CONTRACTOR INITIALS

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

**CONTRACTOR:**

Michael Smith, a sole proprietor dba Smith Tree Services

By: \_\_\_\_\_  
Name: Michael Smith  
Title: Owner  
Date signed:

**COUNTY:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/1/2022

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**EXHIBIT A**

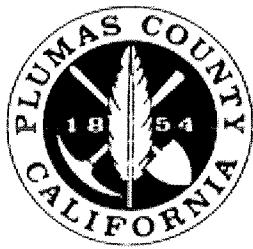
**Scope of Work**

1. Contractor shall provide tree maintenance services on an 'as-needed' basis upon request by the County.
2. Services contemplated by the parties include, but are not limited to, the following:
  - a. Tree trimming/pruning
  - b. Tree removal

**EXHIBIT B**

**Fee Schedule**

1. Contractor shall be paid at the following rates:
  - a. Labor: \$340/hr
  - b. Materials/Parts: N/A
  - c. Mileage: Inclusive
  - d. Lodging/Meals: Inclusive
2. Invoice are due net 30

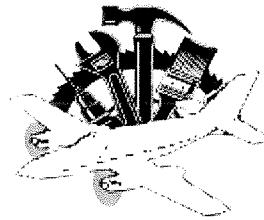


JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: **August 16, 2022**

TO: Honorable Board of Supervisors  
FROM: JD Moore – Facility Services Director  
SUBJECT: Approve and authorize Board Chair to sign agreement between Facility Services and Silver State Elevator Company, for elevator maintenance and repair.

---

### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services and Silver State Elevator Company, for elevator maintenance and repair.

### **Background and Discussion**

Silver State Elevator Company to provide monthly service/maintenance for the following units:

1. Courthouse Elevator
2. Annex Elevator
3. Permit Center Elevator

Silver State Elevator Company to provide quarterly service/maintenance for the following unit:

1. Wheelchair lift – Quincy Memorial Hall

Contract approved as to form by County Counsel.

Contract not to exceed twenty-seven thousand dollars (\$27,000).

## **Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports Department** (hereinafter referred to as "County"), and **Silver State Elevator Company, 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 Dollars (\$27,000)**.
3. Term. The term of this agreement shall be from **September 1, 2022 through August 31, 2023**, 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

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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

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- 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

\_\_\_\_\_ COUNTY INITIALS

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obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **C11 – Elevator Contractor 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. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

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

Contractor:

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

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.

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- 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:**

Silver State Elevator Company, a NV Corporation

By: \_\_\_\_\_  
Name: Ernest Rosaia  
Title: CEO/CFO  
Date signed:

**COUNTY:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board  
Date signed:

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/4/2022

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 7 -

CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

Contractor to provide monthly Elevator service to the following units:

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

Contractor to provide quarterly Elevator service to the following unit:

1. 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.

**EXHIBIT B**

**Fee Schedule**

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, location, name of person that ordered service, date of service, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

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 potential incidentals (emergency repair, overtime pay, etc.) not covered in this agreement, for maximum contract amount of twenty-seven thousand dollars (\$27,000.00).

## **DEPARTMENT OF HUMAN RESOURCES**

**520 Main Street, Room 115, Quincy, California 95971**

**(530) 283-6444 FAX (530) 283-6160**

**Email: [nancy Selvage@countyofplumas.com](mailto:nancy Selvage@countyofplumas.com)**



**DATE: August 9, 2022**

**TO: The Honorable Board of Supervisors**

**FROM: Nancy Selvage, Human Resources Director**

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
August 16, 2022**

**RE: APPROVE RESOLUTION ADOPTING PLUMAS COUNTY'S  
PAY SCHEDULE**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Adopt Resolution to approve the wage range for the new Grant Manager position, the Public Works and Public Works Mid-Management & Supervisors Units, and Child Support Services positions.

### **BACKGROUND AND DISCUSSIONS**

Plumas County's pay schedule has been updated to reflect new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule.

Thank you for your consideration in this matter.

Attachments:

Exhibit A: Pay Schedule

RESOLUTION NO. 2022- \_\_\_\_\_

**RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan and Pay Schedules covering all positions in Plumas County; and

**WHEREAS**, during the Fiscal Year 2022/2023 needs may arise to amend the Job Classification Plan and Pay Schedule; and

**WHEREAS**, this is necessary in the daily operational needs of the Plumas County job classifications; and

**WHEREAS**, this request meets the CCR section 570.5 requirements for a publicly available pay schedule used to determine pay rates:

**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.

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 16th day of August 2022 by the following vote:

AYES:

NOES:

ABSENT:

---

Chairperson, Board of Supervisors

ATTEST:

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Clerk of the Board

# Exhibit A

## County of Plumas Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717, 06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-8722.

### CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1
	L2	L3	L4	L5		
ACCOUNTANT	\$19.97	\$20.97	\$22.03	\$23.13	\$24.29	\$25.52
ACCOUNTANT AUDITOR 1	\$22.58	\$23.71	\$24.90	\$26.15	\$27.46	\$28.83
ACCOUNTANT AUDITOR 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78
ASSISTANT AUDITOR/CONTROLLER	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00	\$36.77
ASST RISK MGR/SAFETY OFFICER	\$26.93	\$28.28	\$29.69	\$31.18	\$32.75	\$34.39
CHIEF DEPUTY AUDITOR	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06
DEPUTY COUNTY COUNSEL 1	\$36.08	\$37.88	\$39.78	\$41.78	\$43.87	\$46.06
DEPUTY COUNTY COUNSEL 2	\$40.22	\$42.23	\$44.34	\$46.56	\$48.89	\$51.33
DEPUTY COUNTY COUNSEL 3	\$45.24	\$47.50	\$49.88	\$52.37	\$54.99	\$57.74
FISCAL SUPPORT COORDINATOR	\$18.81	\$19.75	\$20.75	\$21.79	\$22.89	\$24.05
HR PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83
HR PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68
HUMAN RESOURCES ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82
HUMAN RESOURCES ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78
HUMAN RESOURCES TECHNICIAN 1	\$17.49	\$18.37	\$19.29	\$20.25	\$21.27	\$22.33
HUMAN RESOURCES TECHNICIAN 2	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64
HUMAN RESOURCES TECHNICIAN 3	\$20.46	\$21.48	\$22.56	\$23.69	\$24.88	\$26.12
LEAD FISCAL & TECH SERV ASST	\$16.68	\$17.52	\$18.40	\$19.32	\$20.30	\$21.31
MANAGEMENT ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82
MANAGEMENT ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78
PARALEGAL 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83
PARALEGAL 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68
PARALEGAL 3	\$27.52	\$28.91	\$30.35	\$31.88	\$33.48	\$35.16
PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83
PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68
SYSTEMS ANALYST 1	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80	\$33.38
SYSTEMS ANALYST 2	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00	\$36.77

County of Plumas  
Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717, 06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-8722.

**CONTRACT EMPLOYEES**

Job Title	HOURLY RATE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1
AIRPORT MANAGER	\$22.03	\$0.00	\$0.00	\$0.00	\$0.00	\$23.14
ASSISTANT COUNTY COUNSEL	\$55.44	\$58.21	\$61.12	\$64.18	\$67.39	\$70.76
BH DEPUTY DIRECTOR	\$45.00	\$47.25	\$49.62	\$52.11	\$54.72	\$57.46
CLERK OF THE BOARD OF SUPERVISORS	\$26.44	\$0.00	\$0.00	\$0.00	\$0.00	\$27.77
GRANT MANAGER	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70

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## County of Plumas Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717, 06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-8718.

## DEPARTMENT HEADS

Job Title	Hourly Rate					L5				
	Step 1	Step 2	Step 3	Step 4	Step 5					
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/PRB 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 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717,  
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**ELECTED OFFICIALS**

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSESSOR	\$42.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35
AUDITOR/CONTROLLER	\$43.96	\$0.00	\$0.00	\$0.00	\$0.00	\$46.17	\$48.47	\$50.90	\$53.44	\$56.12
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	\$30.36	\$0.00	\$0.00	\$0.00	\$0.00	\$31.87	\$33.47	\$35.14	\$36.90	\$38.74
BOARD OF SUPERVISORS-PERSABLE	\$28.38	\$0.00	\$0.00	\$0.00	\$0.00	\$29.80	\$31.29	\$32.85	\$34.50	\$36.22
CLERK-RECORDER	\$42.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35
DISTRICT ATTORNEY	\$78.16	\$0.00	\$0.00	\$0.00	\$0.00	\$82.07	\$86.17	\$90.48	\$95.00	\$99.76
SHERIFF/CORONER	\$54.21	\$0.00	\$0.00	\$0.00	\$0.00	\$56.93	\$59.77	\$62.76	\$65.89	\$69.19
TREASURER/TAX COLLECTOR	\$42.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35

County of Plumas  
Pay Schedule

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**OE3 PUBLIC WORKS**

Job Title	HOURLY RATE					L5
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
ASSOCIATE ENGINEER	\$28.95	\$30.39	\$31.93	\$33.53	\$35.21	\$36.97
ENGINEERING AIDE	\$16.50	\$17.33	\$18.19	\$19.10	\$20.05	\$21.05
ENGINEERING TECHNICIAN 1	\$20.00	\$21.01	\$22.07	\$23.17	\$24.34	\$25.56
ENGINEERING TECHNICIAN 2	\$21.62	\$22.69	\$23.85	\$25.05	\$26.30	\$27.62
EQUIPMENT SERVICE WORKER	\$16.50	\$17.33	\$18.19	\$19.10	\$20.05	\$21.05
FISCAL/TECHNICAL SERVICES ASSISTANT 1	\$16.50	\$17.33	\$18.19	\$19.10	\$20.05	\$21.05
FISCAL/TECHNICAL SERVICES ASSISTANT 2	\$17.33	\$18.19	\$19.10	\$20.05	\$21.05	\$22.12
FISCAL/TECHNICAL SERVICES ASSISTANT 3	\$19.10	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40
LEAD POWER EQUIPMENT MECHANIC	\$22.48	\$23.62	\$24.81	\$26.05	\$27.37	\$28.73
MECHANIC/SHOP TECHNICIAN	\$20.37	\$21.40	\$22.47	\$23.61	\$24.79	\$26.04
POWER EQUIPMENT MECHANIC 1	\$18.85	\$19.79	\$20.79	\$21.84	\$22.94	\$24.09
POWER EQUIPMENT MECHANIC 2	\$20.37	\$21.40	\$22.47	\$23.61	\$24.79	\$26.04
PRINCIPAL TRANSPORTATION PLANNER	\$33.52	\$35.20	\$36.96	\$38.82	\$40.77	\$42.81
PUBLIC WORKS MAINTENANCE LEADWORKER	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
PUBLIC WORKS MAINTENANCE WORKER 1	\$16.50	\$17.33	\$18.19	\$19.10	\$20.05	\$21.05
PUBLIC WORKS MAINTENANCE WORKER 2	\$17.33	\$18.19	\$19.10	\$20.05	\$21.05	\$22.12
PUBLIC WORKS MAINTENANCE WORKER 3	\$19.10	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40
PUBLIC WORKS SENIOR ENV. PLANNER	\$28.95	\$30.39	\$31.93	\$33.53	\$35.21	\$36.97
SENIOR ENGINEERING TECHNICIAN	\$23.83	\$25.01	\$26.28	\$27.59	\$28.97	\$30.42
SOLID WASTE PROGRAM MANAGER	\$26.27	\$27.58	\$28.96	\$30.41	\$31.94	\$33.53
WELDER	\$19.78	\$20.78	\$21.82	\$22.92	\$24.08	\$25.29

County of Plumas  
Pay Schedule

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**OE3 PUBLIC WORKS MID-MGMT**

<b>Job Title</b>	<b>HOURLY RATE</b>					
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>L1</b>
ASSISTANT DIRECTOR OF PUBLIC WORKS	\$35.19	\$36.95	\$38.81	\$40.76	\$42.80	\$44.95
DEPUTY DIRECTOR OF PUBLIC WORKS	\$35.19	\$36.95	\$38.81	\$40.76	\$42.80	\$44.95
EQUIPMENT MAINTENANCE SUPERVISOR	\$26.27	\$27.58	\$28.96	\$30.41	\$31.94	\$33.53
PUBLIC WORKS ADMIN SERVICES OFFICER	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79
PW FISCAL OFFICER/ADMIN SERVICES MANAGER	\$30.23	\$31.75	\$33.35	\$35.02	\$36.78	\$38.63
PW ROAD MAINTENANCE SUPERVISOR	\$23.22	\$24.38	\$25.60	\$26.90	\$28.25	\$29.66

L2 L3 L4 L5  
\$47.20 \$49.57 \$52.04 \$54.65  
\$47.20 \$49.57 \$52.04 \$54.65

County of Plumas  
Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717,  
06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-  
OE3 GENERAL

Job Title	HOURLY RATE					L5
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
4-H REPRESENTATIVE	\$17.66	\$18.54	\$19.46	\$20.45	\$21.47	\$22.56
ACCOUNTANT	\$18.57	\$19.51	\$20.49	\$21.51	\$22.60	\$23.74
ACCOUNTING TECHNICIAN	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66
ADMINISTRATIVE ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
ADMINISTRATIVE ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11
AG & STANDARDS INSPECTOR 1	\$20.81	\$21.85	\$22.95	\$24.10	\$25.31	\$26.58
AG & STANDARDS INSPECTOR 2	\$24.20	\$25.42	\$26.69	\$28.02	\$29.43	\$30.91
AG & STANDARDS INSPECTOR 3	\$26.70	\$28.04	\$29.45	\$30.92	\$32.47	\$34.10
AG & STANDARDS TECHNICIAN 1	\$16.08	\$16.89	\$17.74	\$18.63	\$19.58	\$20.55
AG & STANDARDS TECHNICIAN 2	\$17.64	\$18.53	\$19.46	\$20.44	\$21.46	\$22.54
AG & STANDARDS TECHNICIAN 3	\$19.17	\$20.13	\$21.15	\$22.21	\$23.33	\$24.50
AG & STANDARDS MANAGEMENT ANALYST 1	\$21.55	\$22.63	\$23.77	\$24.96	\$26.21	\$27.52
AG & STANDARDS MANAGEMENT ANALYST 2	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61
ALCOHOL & DRUG PREV COORD	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91
ALCOHOL & DRUG THERAPIST 1	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05
ALCOHOL & DRUG THERAPIST 2	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02
ALTERNATIVE SENTENCING COORD	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99
ANIMAL CONTROL OFFICER 1	\$15.24	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
ANIMAL CONTROL OFFICER 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11
ANIMAL SHELTER ATTENDANT	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
APRAISER 1	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91
APRAISER 2	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37
APRAISER 3	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05
APRAISER ASSISTANT	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66
ASSISTANT COOK	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
ASSISTANT MUSEUM DIRECTOR	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05
ASSISTANT PLANNER	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11
ASSOCIATE PLANNER	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49
AUDITOR ACCOUNTING CLERK 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
AUDITOR ACCOUNTING CLERK 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11
AUDITOR ACCOUNTING TECH 1	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
AUDITOR/APRAISER 1	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66
AUDITOR/APRAISER 2	\$19.18	\$20.15	\$21.16	\$22.22	\$23.33	\$24.51
AUDITOR/APRAISER 3	\$21.15	\$22.21	\$23.32	\$24.50	\$25.72	\$27.01
BH ADMINISTRATIVE ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
BH ADMINISTRATIVE ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
BH CASE MGMT SPECIALIST 1	\$20.90	\$21.96	\$23.05	\$24.21	\$25.42	\$26.70	\$28.04	\$29.45	\$30.92	\$32.48
BH CASE MGMT SPECIALIST 2	\$23.04	\$24.20	\$25.41	\$26.69	\$28.03	\$29.44	\$30.91	\$32.47	\$34.10	\$35.80
BH CASE MGMT SPECIALIST SR	\$25.18	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.78	\$35.48	\$37.26	\$39.12
BH CLINICAL RECORDS SPECIALIST	\$18.22	\$19.14	\$20.10	\$21.10	\$22.17	\$23.28	\$24.45	\$25.67	\$26.96	\$28.31
BH QUALITY ASSURANCE COORD	\$27.87	\$29.26	\$30.74	\$32.29	\$33.90	\$35.60	\$37.38	\$39.26	\$41.23	\$43.30
BH SITE COORDINATOR	\$19.34	\$20.32	\$21.33	\$22.41	\$23.52	\$24.71	\$25.95	\$27.24	\$28.62	\$30.05
BH SUPERVISING SITE COORD	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
BH SUPPORT SERVICES COORD	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.62	\$26.91
BH SUPPORTIVE SERVICES TECH 1	\$15.31	\$16.09	\$16.90	\$17.76	\$18.66	\$19.60	\$20.58	\$21.61	\$22.69	\$23.84
BH SUPPORTIVE SERVICES TECH 2	\$16.40	\$17.22	\$18.09	\$18.99	\$19.96	\$20.95	\$22.01	\$23.10	\$24.27	\$25.48
BH SYSTEMS ANALYST	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
BH THERAPIST 1	\$26.07	\$27.37	\$28.74	\$30.19	\$31.69	\$33.28	\$34.95	\$36.71	\$38.55	\$40.49
BH THERAPIST 2	\$28.72	\$30.17	\$31.66	\$33.26	\$34.93	\$36.68	\$38.53	\$40.46	\$42.49	\$44.62
BH THERAPIST SENIOR	\$31.71	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25
BLDG & GRNDS MAINT TECHNICIAN	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
BLDG & GRNDS MAINT WORKER 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
BLDG & GRNDS MAINT WORKER 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
BLDG & GRNDS MAINT WORKER 3	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
BRANCH LIBRARY ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
BRANCH LIBRARY ASSISTANT 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
BUILDING INSPECTOR 1	\$20.14	\$21.15	\$22.22	\$23.34	\$24.51	\$25.75	\$27.04	\$28.39	\$29.81	\$31.31
BUILDING INSPECTOR 2	\$23.31	\$24.49	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27	\$32.84	\$34.49	\$36.22
BUILDING PLANCHECK INSPECTOR	\$25.06	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93
BUILDING PLANS EXAMINER 1	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
BUILDING PLANS EXAMINER 2	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
CADASTRAL DRAFTING SPECIALIST	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	\$35.33
CHILD SUPPORT ACCOUNTING SPEC	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
CHILD SUPPORT ASSISTANT 1	\$15.90	\$16.70	\$17.53	\$18.41	\$19.33	\$20.29	\$21.31	\$22.37	\$23.49	\$24.67
CHILD SUPPORT ASSISTANT II	\$17.54	\$18.42	\$19.34	\$20.32	\$21.33	\$22.41	\$23.52	\$24.71	\$25.95	\$27.24
CHILD SUPPORT ASSISTANT III	\$18.37	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64	\$25.87	\$27.16	\$28.52
CHILD SUPPORT LEGAL CLERK I	\$16.46	\$17.28	\$18.15	\$19.05	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.53
CHILD SUPPORT LEGAL CLERK II	\$18.09	\$18.99	\$19.96	\$20.95	\$22.01	\$23.10	\$24.27	\$25.48	\$26.75	\$28.09
CHILD SUPPORT LEGAL CLERK III	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
CHILD SUPPORT SPECIALIST 1	\$18.42	\$19.34	\$20.32	\$21.33	\$22.41	\$23.52	\$24.71	\$25.95	\$27.24	\$28.62
CHILD SUPPORT SPECIALIST 2	\$19.82	\$20.81	\$21.85	\$22.95	\$24.10	\$25.31	\$26.58	\$27.91	\$29.32	\$30.78
CHILD SUPPORT SPECIALIST 3	\$21.49	\$22.56	\$23.69	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.37
CODE ENFORCEMENT OFFICER	\$25.30	\$26.57	\$27.90	\$29.29	\$30.77	\$32.32	\$33.93	\$35.63	\$37.41	\$39.29
COLLECTIONS OFFICER 1	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
COLLECTIONS OFFICER 2	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
COMMUNITY OUTREACH COORDINATOR	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
CUSTODIAN	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
DA ADMIN/ASST PUBLIC ADMIN	\$21.67	\$22.76	\$23.90	\$25.09	\$26.35	\$27.66	\$29.06	\$30.52	\$32.06	\$33.66
DA INVESTIGATIONS SPECIALIST	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16	\$33.77	\$35.47	\$37.25	\$39.11
DA INVESTIGATIVE ASSISTANT	\$20.17	\$21.18	\$22.24	\$23.35	\$24.53	\$25.77	\$27.06	\$28.42	\$29.84	\$31.33
DEPUTY CHILD SUP ATTORNEY 1	\$26.95	\$28.30	\$29.71	\$31.21	\$32.78	\$34.43	\$36.16	\$37.97	\$39.87	\$41.87
DEPUTY CHILD SUP ATTORNEY 2	\$29.74	\$31.23	\$32.80	\$34.45	\$36.18	\$37.99	\$39.89	\$41.89	\$43.99	\$46.20

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPUTY CLERK-RECORDER 1	\$15.46	\$16.23	\$17.05	\$17.91	\$18.81	\$19.76	\$20.76	\$21.81	\$22.90	\$24.05
DEPUTY CLERK-RECORDER 2	\$16.99	\$17.86	\$18.76	\$19.71	\$20.69	\$21.75	\$22.83	\$23.99	\$25.18	\$26.46
DEPUTY DISTRICT ATTORNEY 1	\$35.18	\$36.94	\$38.79	\$40.73	\$42.76	\$44.90	\$47.14	\$49.50	\$51.98	\$54.58
DEPUTY DISTRICT ATTORNEY 2	\$39.16	\$41.12	\$43.17	\$45.33	\$47.60	\$49.98	\$52.48	\$55.10	\$57.86	\$60.75
DEPUTY DISTRICT ATTORNEY 3	\$43.60	\$45.78	\$48.07	\$50.47	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$67.64
DEPUTY PUB GUARD/CONSERVATOR 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
DEPUTY PUB GUARD/CONSERVATOR 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
DISTRICT ATTORNEY INVESTIGATOR	\$23.32	\$24.49	\$25.72	\$27.01	\$28.36	\$29.79	\$31.28	\$32.85	\$34.50	\$36.23
DRINKING DRIVER COORDINATOR	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
DRIVER 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
DRIVER 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
DRIVER 3	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
ELECTIONS COORDINATOR	\$24.68	\$25.93	\$27.22	\$28.60	\$30.04	\$31.55	\$33.14	\$34.80	\$36.55	\$38.39
ELECTIONS SERVICES ASSISTANT 1	\$15.46	\$16.23	\$17.05	\$17.91	\$18.81	\$19.76	\$20.76	\$21.81	\$22.90	\$24.05
ELECTIONS SERVICES ASSISTANT 2	\$16.99	\$17.86	\$18.76	\$19.71	\$20.69	\$21.75	\$22.83	\$23.99	\$25.18	\$26.46
ELECTIONS SPECIALIST	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$20.95	\$22.12	\$23.23	\$24.40	\$25.61
ELIGIBILITY SPECIALIST 1	\$15.11	\$15.88	\$16.68	\$17.52	\$18.39	\$19.31	\$20.28	\$21.30	\$22.38	\$23.49
ELIGIBILITY SPECIALIST 2	\$16.62	\$17.45	\$18.33	\$19.24	\$20.21	\$21.23	\$22.30	\$23.42	\$24.60	\$25.84
ELIGIBILITY SPECIALIST 3	\$18.53	\$19.45	\$20.44	\$21.46	\$22.55	\$23.69	\$24.87	\$26.12	\$27.42	\$28.80
EMPLOYMENT & TRAINING WORKER 1	\$18.11	\$19.01	\$19.98	\$20.97	\$22.03	\$23.12	\$24.29	\$25.50	\$26.78	\$28.13
EMPLOYMENT & TRAINING WORKER 2	\$19.96	\$20.95	\$22.01	\$23.10	\$24.27	\$25.48	\$26.76	\$28.11	\$29.51	\$31.00
EMPLOYMENT & TRAINING WORKER 3	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50	\$30.99	\$32.54	\$34.17
ENVIRONMENTAL HEALTH AIDE	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.63	\$26.91
ENVIRONMENTAL HEALTH SPEC 1	\$24.32	\$25.54	\$26.82	\$28.18	\$29.58	\$31.07	\$32.63	\$34.27	\$35.98	\$37.78
ENVIRONMENTAL HEALTH SPEC 2	\$26.83	\$28.19	\$29.59	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69	\$41.68
ENVIRONMENTAL HEALTH SPEC 3	\$29.52	\$31.01	\$32.56	\$34.20	\$35.91	\$37.71	\$39.61	\$41.59	\$43.68	\$45.86
ENVIRONMENTAL HEALTH TECH 1	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.63	\$26.91
ENVIRONMENTAL HEALTH TECH 2	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
EXECUTIVE ASSISTANT-PLANNING	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
FAIR FISCAL COORDINATOR 1	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
FAIR FISCAL COORDINATOR 2	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
FAMILY VIOLENCE OFFICER	\$18.72	\$19.66	\$20.64	\$21.69	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10
FIELD SERVICES ASSISTANT	\$15.70	\$16.49	\$17.32	\$18.20	\$19.12	\$20.08	\$21.08	\$22.15	\$23.26	\$24.43
FISCAL & TECH SERVICES ASST 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
FISCAL & TECH SERVICES ASST 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
FISCAL & TECH SERVICES ASST 3	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
GEO INFO SYS (GIS) PLANNER 1	\$22.20	\$23.31	\$24.49	\$25.71	\$27.00	\$28.36	\$29.78	\$31.27	\$32.84	\$34.49
GEO INFO SYS (GIS) PLANNER 2	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
GRANT COMPLIANCE ASSISTANT	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
HAZ MAT SPECIALIST 1	\$24.32	\$25.54	\$26.82	\$28.18	\$29.58	\$31.07	\$32.63	\$34.27	\$35.98	\$37.78
HAZ MAT SPECIALIST 2	\$26.83	\$28.19	\$29.59	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69	\$41.68
HAZ MAT SPECIALIST 3	\$29.52	\$31.01	\$32.56	\$34.20	\$35.91	\$37.71	\$39.61	\$41.59	\$43.68	\$45.86
HEAD COOK	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
HEALTH AIDE 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
HEALTH AIDE 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
HEALTH EDUCATION COORDINATOR 1	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
HEALTH EDUCATION SPECIALIST	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
HIV SPECIALTY CLINIC THERAPIST	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08	\$38.94
INFORMATION SYSTEMS TECHNICIAN	\$22.36	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98	\$31.48	\$33.06	\$34.72
LAW LIBRARIAN	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
LEAD DEPUTY CLERK-RECORDER	\$21.23	\$22.30	\$23.42	\$24.61	\$25.85	\$27.14	\$28.51	\$29.94	\$31.44	\$33.02
LEGAL SECRETARY	\$19.19	\$20.16	\$21.17	\$22.23	\$23.34	\$24.52	\$25.75	\$27.03	\$28.39	\$29.81
LEGAL SECRETARY - SENIOR	\$20.36	\$21.38	\$22.46	\$23.59	\$24.77	\$26.01	\$27.32	\$28.69	\$30.12	\$31.63
LEGAL SECRETARY - TRAINEE	\$17.40	\$18.28	\$19.20	\$20.16	\$21.18	\$22.24	\$23.36	\$24.53	\$25.76	\$27.05
LEGAL SERVICES ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
LEGAL SERVICES ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
LIBRARIAN	\$21.54	\$22.62	\$23.76	\$24.95	\$26.21	\$27.52	\$28.91	\$30.36	\$31.88	\$33.48
LIBRARY AIDE	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
LIBRARY LITERACY CLERK	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
LIBRARY TECHNICIAN	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
LICENSED VOCATIONAL NURSE 1-BH	\$20.69	\$21.74	\$22.83	\$23.97	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16
LICENSED VOCATIONAL NURSE 1-PH	\$20.69	\$21.74	\$22.83	\$23.97	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16
LICENSED VOCATIONAL NURSE 2-BH	\$21.73	\$22.82	\$23.96	\$25.16	\$26.43	\$27.76	\$29.15	\$30.62	\$32.15	\$33.76
LICENSED VOCATIONAL NURSE 2-PH	\$21.73	\$22.82	\$23.96	\$25.16	\$26.43	\$27.76	\$29.15	\$30.62	\$32.15	\$33.76
LITERACY PROGRAM ASSISTANT 1	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
LITERACY PROGRAM ASSISTANT 2	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
MANAGEMENT ANALYST 1	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
MANAGEMENT ANALYST 2	\$24.09	\$25.29	\$26.56	\$27.89	\$29.28	\$30.76	\$32.31	\$33.92	\$35.62	\$37.40
MENTORING COORDINATOR	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
MUSEUM REGISTRAR	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
NATURAL RESOURCES ANALYST	\$21.15	\$22.21	\$23.32	\$24.50	\$25.72	\$27.01	\$28.37	\$29.79	\$31.28	\$32.85
NURSE PRACTITIONER	\$47.63	\$50.02	\$52.53	\$55.16	\$57.91	\$60.82	\$63.87	\$67.07	\$70.42	\$73.94
OFFICE ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
OFFICE ASSISTANT 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
OFFICE ASSISTANT 3	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
OFFICE AUTOMATION ANALYST	\$22.73	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31
OFFICE AUTOMATION SPECIALIST	\$18.72	\$19.66	\$20.64	\$21.69	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10
PARALEGAL 1	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
PARALEGAL 2	\$8.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61	\$26.91	\$28.26
PARALEGAL 3	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
PERMIT TECHNICIAN	\$16.88	\$17.73	\$18.62	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99	\$26.25
PHYSICIAN ASSISTANT	\$47.63	\$50.02	\$52.53	\$55.16	\$57.91	\$60.82	\$63.87	\$67.07	\$70.42	\$73.94
PLANNING TECHNICIAN	\$18.26	\$19.17	\$20.13	\$21.14	\$22.20	\$23.31	\$24.48	\$25.70	\$26.99	\$28.34
PREVENTION AIDE	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
PROG COMPL & TRAINING ANALYST	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
PROGRAMMER ANALYST	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	\$35.33
PROJECT MANAGER	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.93
PROPERTY TAX ASSESSMENT SPEC 1	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
PROPERTY TAX ASSESSMENT SPEC 2	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
PROPERTY TAX ASSESSMENT TECH	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
PSYCHIATRIC NURSE 1	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
PSYCHIATRIC NURSE 2	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
PSYCHIATRIC TECHNICIAN	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
PUBLIC HEALTH NURSE 1	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
PUBLIC HEALTH NURSE 2	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
PUBLIC HEALTH NURSE 3	\$33.22	\$34.89	\$36.64	\$38.48	\$40.41	\$42.44	\$44.56	\$46.79	\$49.14	\$51.60
QUALITY ASSURANCE COORDINATOR	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08	\$38.94
RECORDS MANAGEMENT TECH 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
RECORDS MANAGEMENT TECH 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
REGISTERED DENTAL ASSISTANT 1	\$20.69	\$21.74	\$22.83	\$23.97	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16
REGISTERED DENTAL ASSISTANT 2	\$21.73	\$22.82	\$23.96	\$25.16	\$26.43	\$27.76	\$29.15	\$30.62	\$32.15	\$33.76
REGISTERED NURSE 1 - BH	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
REGISTERED NURSE 1 - PH	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
REGISTERED NURSE 2 - BH	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
REGISTERED NURSE 2 - PH	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
SENIOR BUILDING INSPECTOR	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
SENIOR BUILDING PLNCHK INSPI	\$27.55	\$28.94	\$30.39	\$31.91	\$33.51	\$35.19	\$36.95	\$38.81	\$40.75	\$42.79
SENIOR DISTRICT ATTORNEY INVST	\$25.69	\$26.98	\$28.33	\$29.76	\$31.25	\$32.82	\$34.47	\$36.20	\$38.02	\$39.92
SENIOR PERMIT TECHNICIAN	\$18.98	\$19.95	\$20.94	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50
SENIOR PLANNER	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
SENIOR SOCIAL WORKER A	\$26.26	\$27.57	\$28.96	\$30.41	\$31.94	\$33.53	\$35.21	\$36.97	\$38.83	\$40.77
SENIOR SOCIAL WORKER B	\$28.73	\$30.18	\$31.68	\$33.27	\$34.94	\$36.70	\$38.53	\$40.48	\$42.51	\$44.64
SITE MANAGER	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
SOCIAL SERVICES AIDE	\$16.18	\$16.99	\$17.86	\$18.75	\$19.69	\$20.67	\$21.72	\$22.81	\$23.95	\$25.15
SOCIAL WORKER 1	\$20.90	\$21.96	\$23.05	\$24.21	\$25.42	\$26.70	\$28.04	\$29.45	\$30.92	\$32.48
SOCIAL WORKER 2	\$23.04	\$24.20	\$25.41	\$26.69	\$28.03	\$29.44	\$30.91	\$32.47	\$34.10	\$35.80
SOCIAL WORKER 3	\$25.18	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.78	\$35.48	\$37.26	\$39.12
STAFF SERVICES ANALYST 1	\$22.46	\$23.58	\$24.76	\$26.01	\$27.32	\$28.69	\$30.14	\$31.64	\$33.23	\$34.90
STAFF SERVICES ANALYST 2	\$24.75	\$26.00	\$27.31	\$28.68	\$30.12	\$31.63	\$33.22	\$34.89	\$36.64	\$38.48
STAFF SERVICES SPECIALIST	\$21.67	\$22.76	\$23.90	\$25.09	\$26.35	\$27.66	\$29.06	\$30.52	\$32.06	\$33.66
SUBSTANCE USE DISORDER SPEC 1	\$20.07	\$21.07	\$22.14	\$23.25	\$24.42	\$25.64	\$26.93	\$28.28	\$29.69	\$31.19
SUBSTANCE USE DISORDER SPEC 2	\$22.14	\$23.25	\$24.42	\$25.64	\$26.93	\$28.28	\$29.69	\$31.19	\$32.76	\$34.40
TELECOMMUNICATIONS TECHNICIAN	\$22.72	\$23.87	\$25.06	\$26.33	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30
TREAS/TAX COLLECTIONS OFFCR 1	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
TREAS/TAX COLLECTIONS OFFCR 2	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
TREASURER/TAX SPECIALIST 1	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
TREASURER/TAX SPECIALIST 2	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
TREASURER/TAX TECHNICIAN	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
VETERANS SERVICE REP 1	\$15.70	\$16.49	\$17.32	\$18.20	\$19.12	\$20.08	\$21.08	\$22.15	\$23.26	\$24.43
VETERANS SERVICE REP 2	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.62	\$26.91
VICTIM/WITNESS ADVOCATE	\$15.69	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40
WELFARE FRAUD INVESTIGATOR 1	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10	\$30.57	\$32.10	\$33.70	\$35.39
WELFARE FRAUD INVESTIGATOR 2	\$24.70	\$25.94	\$27.23	\$28.61	\$30.04	\$31.54	\$33.13	\$34.79	\$36.53	\$38.37

County of Plumas  
Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717,  
06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-8722.

**OE3 MID-MANAGEMENT**

Job Title	HOURLY RATE					L5					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5						
A&D PROG CLINICIAN/SUPERVISOR	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$45.07	\$47.32
ALCOHOL & DRUG PROG CHIEF	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$45.07	\$47.32
ALTERNATIVE SENTENCING MANAGER	\$26.29	\$27.60	\$28.99	\$30.44	\$31.97	\$33.57	\$35.25	\$37.02	\$38.88	\$38.88	\$40.83
ANIMAL CONTROL SUPERVISOR	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$28.28	\$29.70
ASSESSOR'S OFFICE MANAGER	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$32.04	\$33.64
ASSISTANT BUILDING OFFICIAL	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$45.07	\$47.32
ASSISTANT COUNTY ASSESSOR	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$40.88	\$42.93
ASSISTANT DISTRICT ATTORNEY	\$54.62	\$57.35	\$60.22	\$63.23	\$66.39	\$69.71	\$73.20	\$76.86	\$80.70	\$80.70	\$84.73
ASSISTANT PLANNING DIRECTOR	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$45.07	\$47.32
ASST COUNTY CLERK-RECORDER	\$27.30	\$28.67	\$30.10	\$31.60	\$33.19	\$34.86	\$36.60	\$38.45	\$40.37	\$40.37	\$42.40
ASST DIR DEPT OF CHILD SUP. SVC	\$33.56	\$35.24	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97	\$47.22	\$49.58	\$49.58	\$52.06
ASST DIRECTOR OF PUBLIC HEALTH	\$38.89	\$40.84	\$42.89	\$45.04	\$47.29	\$49.66	\$52.15	\$54.78	\$57.51	\$57.51	\$60.39
ASST TREASURER/TAX COLLECTOR	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$40.88	\$42.93
BH ADMIN SERVICES OFFICER	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$50.72	\$53.26
BH AOD PROGRAM ADMIN	\$37.50	\$39.39	\$41.37	\$43.44	\$45.61	\$47.90	\$50.30	\$52.83	\$55.47	\$55.47	\$58.25
BH CONTINUING CARE COORDINATOR	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$50.72	\$53.26
BH QUAL IMPROVEMENT/COMPL MGR	\$37.50	\$39.39	\$41.37	\$43.44	\$45.61	\$47.90	\$50.30	\$52.83	\$55.47	\$55.47	\$58.25
BH UNIT SUPERVISOR	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$50.72	\$53.26
BH UNIT SUPERVISOR-NURSING	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$50.72	\$53.26
BLDG/GRDS MAINT SUPERVISOR 1	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70	\$31.18	\$32.74
BLDG/GRDS MAINT SUPERVISOR 2	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70	\$31.18	\$31.18	\$32.74
BUILDING OFFICIAL	\$33.58	\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	\$45.04	\$47.29	\$49.66	\$49.66	\$52.15
CHIEF APPRAISER	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$38.93	\$40.88
CHIEF CODE ENFORCEMENT OFFICER	\$29.30	\$30.78	\$32.33	\$33.94	\$35.64	\$37.42	\$39.30	\$41.27	\$43.34	\$43.34	\$45.51
CHIEF DEP PUB GRDN/CONSERVATOR	\$25.18	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.78	\$35.48	\$37.26	\$37.26	\$39.12
CHILDRENS SERVICES COORDINATOR	\$29.76	\$31.25	\$32.82	\$34.47	\$36.20	\$38.01	\$39.91	\$41.91	\$44.01	\$44.01	\$46.22
COMMUNITY CARE CASE MANAGER	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61	\$26.91	\$26.91	\$28.26
DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71	\$37.50	\$39.38	\$41.35	\$43.42	\$43.42	\$45.59
DEP DIR SOC SERV PROGRAM MGR	\$35.04	\$36.81	\$38.65	\$40.59	\$42.62	\$44.75	\$47.00	\$49.35	\$51.82	\$51.82	\$54.42
DEPARTMENT FISCAL OFFICER 1	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$32.04	\$33.64
DEPARTMENT FISCAL OFFICER 2	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$35.31	\$37.08
DIRECTOR OF NURSING - PH	\$40.73	\$42.77	\$44.92	\$47.16	\$49.52	\$52.00	\$54.61	\$57.35	\$60.22	\$60.22	\$63.24
DIV DIR VETERANS SVCS OFFICER	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$35.31	\$37.08
ELIGIBILITY SUPERVISOR	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$32.04	\$33.64
EMPLOYMENT & TRNG WKR SUP	\$26.90	\$28.25	\$29.66	\$31.15	\$32.72	\$34.36	\$36.08	\$37.88	\$39.78	\$39.78	\$41.78
FISCAL SUPPORT COORD	\$18.96	\$19.91	\$20.91	\$21.96	\$23.06	\$24.22	\$25.43	\$26.70	\$28.05	\$28.05	\$29.45
GEO INFO SYSTEM (GIS) COORD	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$40.88	\$42.93

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 5	L1	L2	L3	L4	L5
GRANT COMPLIANCE OFFICER	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	
HEALTH EDUCATION COORDINATOR 2	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	
LIBRARY LITERACY PROGRAM COORD	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	
MNTL HLTH SERVICES ACT COORD	\$29.76	\$31.25	\$32.82	\$34.47	\$36.20	\$38.01	\$39.91	\$41.91	\$44.01	\$46.22	
OFFICE SUPERVISOR	\$19.29	\$20.26	\$21.28	\$22.36	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98	
PERMIT MANAGER	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	
PH ADMIN SERVICES OFFICER	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$53.26	
PROGRAM CHIEF-NURSING	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32	
PROGRAM MANAGER 1	\$31.71	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25	
PROGRAM MANAGER 2	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25	\$51.72	
PUBLIC HEALTH PROG DIV CHIEF	\$29.00	\$30.45	\$31.98	\$33.58	\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	\$45.04	
RECORDS MGMT COORDINATOR	\$18.72	\$19.66	\$20.64	\$21.69	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10	
SENIOR SERVICES DIVISION DIR.	\$22.20	\$23.31	\$24.49	\$25.71	\$27.00	\$28.36	\$29.78	\$31.27	\$32.84	\$34.49	
SOCIAL SERVICES SUPERVISOR 1	\$27.48	\$28.86	\$30.32	\$31.84	\$33.44	\$35.12	\$36.88	\$38.72	\$40.66	\$42.70	
SOCIAL SERVICES SUPERVISOR 2	\$31.71	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25	
STAFF SERVICES MANAGER	\$30.46	\$31.99	\$33.59	\$35.28	\$37.05	\$38.91	\$40.86	\$42.91	\$45.06	\$47.31	
VICTIM/WITNESS COORDINATOR	\$18.16	\$19.08	\$20.04	\$21.04	\$22.11	\$23.22	\$24.38	\$25.60	\$26.90	\$28.25	

County of Plumas  
Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717,  
06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-8722.

**PROBATION MID-MANAGEMENT**

<b>Job Title</b>	<b>HOURLY RATE</b>				
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
DEPARTMENT FISCAL OFFICER 1	\$22.08	\$23.20	\$24.36	\$25.59	\$26.86
DEPARTMENT FISCAL OFFICER 2	\$24.34	\$25.56	\$26.84	\$28.18	\$29.60
SUPERVISING PROBATION OFFICER	\$26.21	\$27.52	\$28.91	\$30.35	\$31.88

	<b>L1</b>	<b>L2</b>	<b>L3</b>	<b>L4</b>	<b>L5</b>
DEPARTMENT FISCAL OFFICER 1	\$28.20	\$29.62	\$31.11	\$32.66	\$34.30
DEPARTMENT FISCAL OFFICER 2	\$31.09	\$32.64	\$34.28	\$36.00	\$37.80
SUPERVISING PROBATION OFFICER	\$35.15	\$36.92	\$38.77	\$40.71	

County of Plumas  
Pay Schedule

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**PROBATION ASSC**

Job Title	HOURLY RATE					L5				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5					
ADMINISTRATIVE ASSISTANT 1	\$15.84	\$16.62	\$17.46	\$18.32	\$19.25	\$20.21	\$21.22	\$22.29	\$23.39	\$24.57
ADMINISTRATIVE ASSISTANT 2	\$16.62	\$17.45	\$18.33	\$19.24	\$20.21	\$21.23	\$22.30	\$23.42	\$24.60	\$25.84
DEPUTY PROBATION OFFICER 1	\$18.98	\$19.95	\$20.94	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50
DEPUTY PROBATION OFFICER 2	\$20.54	\$21.57	\$22.64	\$23.77	\$24.97	\$26.21	\$27.52	\$28.90	\$30.34	\$31.86
DEPUTY PROBATION OFFICER 3	\$22.64	\$23.77	\$24.97	\$26.21	\$27.52	\$28.90	\$30.34	\$31.86	\$33.45	\$35.13
DETENTION COORDINATOR	\$20.06	\$21.06	\$22.13	\$23.24	\$24.41	\$25.63	\$26.92	\$28.27	\$29.68	\$31.16
LEGAL SERVICES ASSISTANT 1	\$15.84	\$16.62	\$17.46	\$18.32	\$19.25	\$20.21	\$21.22	\$22.29	\$23.39	\$24.57
LEGAL SERVICES ASSISTANT 2	\$17.46	\$18.32	\$19.25	\$20.21	\$21.22	\$22.29	\$23.39	\$24.57	\$25.79	\$27.09
MANAGEMENT ANALYST 1	\$22.41	\$23.53	\$24.71	\$25.95	\$27.24	\$28.62	\$30.05	\$31.55	\$33.13	\$34.79
MANAGEMENT ANALYST 2	\$24.93	\$26.18	\$27.49	\$28.87	\$30.31	\$31.84	\$33.43	\$35.11	\$36.87	\$38.72
OFFICE ASSISTANT 1	\$15.84	\$16.62	\$17.46	\$18.32	\$19.25	\$20.21	\$21.22	\$22.29	\$23.39	\$24.57
OFFICE ASSISTANT 2	\$16.62	\$17.46	\$18.32	\$19.25	\$20.21	\$21.22	\$22.29	\$23.39	\$24.57	\$25.79
OFFICE ASSISTANT 3	\$18.32	\$19.25	\$20.21	\$21.22	\$22.29	\$23.39	\$24.57	\$25.79	\$27.09	\$28.44
PROB PROG COORD/ADMIN ASSIST	\$19.94	\$20.95	\$21.99	\$23.10	\$24.27	\$25.48	\$26.76	\$28.12	\$29.53	\$31.00
PROBATION ASSISTANT	\$15.99	\$16.79	\$17.63	\$18.51	\$19.44	\$20.41	\$21.44	\$22.52	\$23.65	\$24.83
PROBATION REPORT WRITER	\$19.06	\$20.01	\$21.02	\$22.07	\$23.19	\$24.35	\$25.57	\$26.85	\$28.19	\$29.61

County of Plumas  
Pay Schedule

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**SHERIFF EMPLOYEE ASSOC**

Job Title	HOURLY RATE					L5				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5					
ASSISTANT PROGRAM MANAGER	\$15.86	\$16.66	\$17.49	\$18.37	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64
CORRECTIONAL OFFICER 1	\$18.98	\$19.95	\$20.94	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50
CORRECTIONAL OFFICER 2	\$20.92	\$21.97	\$23.07	\$24.23	\$25.45	\$26.73	\$28.07	\$29.48	\$30.95	\$32.51
CORRECTIONAL SERGEANT	\$23.20	\$24.36	\$25.59	\$26.86	\$28.20	\$29.62	\$31.11	\$32.66	\$34.30	\$36.02
CRIME ANALYST	\$17.85	\$18.75	\$19.69	\$20.67	\$21.72	\$22.81	\$23.95	\$25.15	\$26.41	\$27.73
DEP SHERIFF 2/COM EQUIP COORD	\$29.41	\$30.88	\$32.42	\$34.05	\$35.76	\$37.55	\$39.44	\$41.42	\$43.50	\$45.67
DEPUTY SHERIFF 1	\$21.52	\$22.60	\$23.74	\$24.93	\$26.18	\$27.49	\$28.87	\$30.31	\$31.83	\$33.42
DEPUTY SHERIFF 2	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06	\$36.81
DEPUTY SHERIFF 2/ADVANCED	\$24.95	\$26.21	\$27.52	\$28.91	\$30.36	\$31.88	\$33.48	\$35.15	\$36.91	\$38.78
DEPUTY SHERIFF 2-INTERMEDIATE	\$24.42	\$25.64	\$26.93	\$28.28	\$29.69	\$31.19	\$32.76	\$34.40	\$36.12	\$37.93
SH INVESTIGATOR/CRIMINAL CODE COMPL	\$28.74	\$30.19	\$31.69	\$33.28	\$34.95	\$36.71	\$38.55	\$40.49	\$42.51	\$44.64
SHERIFF DISPATCHER 1	\$18.98	\$19.95	\$20.94	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50
SHERIFF DISPATCHER 2	\$20.27	\$21.28	\$22.36	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98	\$31.48
SHERIFF EMERGENCY SERVICES & TRAINING COORD	\$23.23	\$24.40	\$25.61	\$26.91	\$28.26	\$29.68	\$31.17	\$32.73	\$34.37	\$36.09
SHERIFF INVESTIGATOR	\$25.49	\$26.77	\$28.13	\$29.54	\$31.02	\$32.58	\$34.22	\$35.94	\$37.74	\$39.63
SHERIFF INVESTIGATOR SERGEANT	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69	\$41.68	\$43.76	\$45.95	\$48.25
SHERIFF INVESTIGATOR-ADVANCED	\$26.83	\$28.19	\$29.59	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69	\$41.68
SHERIFF INVESTIGATOR-INTERMED	\$26.27	\$27.58	\$28.96	\$30.41	\$31.94	\$33.53	\$35.21	\$36.97	\$38.83	\$40.77
SHERIFF SERGEANT	\$26.77	\$28.13	\$29.54	\$31.02	\$32.58	\$34.22	\$35.94	\$37.74	\$39.63	\$41.61
SHERIFF SERGEANT-ADVANCED	\$28.87	\$30.31	\$31.84	\$33.43	\$35.11	\$36.87	\$38.72	\$40.66	\$42.69	\$44.82
SHERIFF SERGEANT-INTERMEDIATE	\$28.24	\$29.66	\$31.15	\$32.72	\$34.36	\$36.08	\$37.88	\$39.78	\$41.78	\$43.87
SHERIFF SERVICES ASSISTANT 1	\$17.14	\$17.99	\$18.90	\$19.85	\$20.85	\$21.90	\$23.00	\$24.15	\$25.37	\$26.64
SHERIFF SERVICES ASSISTANT 2	\$18.89	\$19.84	\$20.84	\$21.89	\$22.99	\$24.14	\$25.36	\$26.63	\$27.97	\$29.37

## County of Plumas Pay Schedule

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SHERIFF EMPLOYEE ASSOC MID-MGMT

Job Title	Hourly Rate					
	Step 1	Step 2	Step 3	Step 4	Step 5	L1
ASST DIR OF EMERGENCY SERVICES	\$24.24	\$25.45	\$26.73	\$28.07	\$29.48	\$30.95
COMMUNICATIONS SUPER ADVANCED	\$24.51	\$25.75	\$27.04	\$28.39	\$29.81	\$31.31
COMMUNICATIONS SUPER INTERMED	\$24.04	\$25.25	\$26.52	\$27.85	\$29.23	\$30.70
COMMUNICATIONS SUPERVISOR	\$23.34	\$24.51	\$25.75	\$27.04	\$28.39	\$29.81
JAIL COMMANDER	\$33.41	\$35.10	\$36.86	\$38.71	\$40.64	\$42.67
SH INV SGT/CODE COMPLIANCE SUP	\$33.41	\$35.10	\$36.86	\$38.71	\$40.64	\$42.67
SHERIFF ADMIN SERGEANT	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69
SHERIFF FISCAL OFFICER 1	\$23.90	\$25.09	\$26.35	\$27.66	\$29.06	\$30.52
SHERIFF FISCAL OFFICER 2	\$28.21	\$29.62	\$31.12	\$32.68	\$34.32	\$36.04
SHERIFF PATROL COMMANDER	\$33.41	\$35.10	\$36.86	\$38.71	\$40.64	\$42.67
SHERIFFS SPECIAL OPS SGT	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69

County of Plumas  
Pay Schedule

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**UNDERSHERIFF**

<b>Job Title</b>	<b>HOURLY RATE</b>				
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
UNDERSHERIFF	\$34.21	\$35.93	\$37.73	\$39.62	\$41.61

\$43.70

\$45.89

\$48.19

\$50.60

\$53.13



Keevin Allred  
Chief Probation Officer

## County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

**DATE:** August 4, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer *KAA*

**SUBJECT:** Approval of contract between the Plumas County Probation Department and Plumas Rural Services for the Mindful Nurturing Parent and Teen Relationship classes.

**Recommendation:**

Approve and authorize the Chair to sign the Contract between the Plumas County Probation Department and Plumas Rural Services for Nurturing Parent and Teen Relationship classes. Contract agreement will not exceed \$8,000.

**Background:**

During the on-going 6 week program modules, parents of probation clients will participate in the following Mindful Parenting classes via Zoom, including: Mindful Self-care, Parenting, Discipline & the Role of Parents; Personality & Adolescence including personality, birth order, learning styles, and how personalities are developed; Communicating with Respect & Understanding Feelings including an in depth look at communication styles, building trust, handling feelings, etc.; Family Morals, Values & Expectations including disciplines, teaching, teen sexuality, puberty, drugs/alcohol and emotional regulation, etc.; Introduction to Mindfulness-Based Stress Management including coping mechanisms, stress and how it affects us, teen depression, emotional dysregulation, and suicide ideation, eating disorders, body image, and possessive/violent teen relationships; and Focus Forward including a review and developing a strategy for moving forward. Classes are provided for individual families to engage in the most honest communication and discussion. The classes will include videos, parent resource guides, and open discussions providing support, encouragement, and guidance.

The Nurturing Parenting Critical Support component will provide in-home services for parents who need further support after or in tandem with the Nurturing Parenting groups. A paraprofessional counselor will be assigned to the family in their home to evaluate the parent-child relationship, observe the parenting environment, and offer concrete suggestions for methods to implement in the home to improve parenting skills. The program will be tailored specifically to each family's individual needs, considering both unique, short-



Keevin Allred  
Chief Probation Officer

# County of Plumas

## Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

term issues and ongoing circumstances that impact the family dynamic and day-to-day parenting.

Programs and services within this contract are funded by Juvenile Probation Grants.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand Dollars (\$8,000).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of

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CONTRACTOR INITIALS MLP

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 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.

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Probation Department  
County of Plumas  
270 County Hospital Road, Ste. 128  
Quincy, CA 95971  
Attention: Keevin Allred

Contractor:

Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971  
Attention: Michele Piller

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. 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.

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

CONTRACTOR:

Plumas Rural Services,  
a California corporation

By:   
Name: Michelle Piller  
Title: Executive Director  
Date signed: 8/3/22

COUNTY:

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

By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed: 8-4-22

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisors - Chair  
Date signed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

  
8/3/2022  
Joshua Brechtel  
Deputy County Counsel I

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS 

## **EXHIBIT A**

### **Scope of Work**

1. Plumas Rural Services (PRS) would like to present the Plumas County Probation Department with this proposal for Parenting Services for parents of probationers. This proposal and budget are for the time period July 1, 2022 through June 30, 2023.
2. The CONTRACTOR shall provide the proposed 6 week Mindful Parenting program via Zoom. The classes include resource information, open discussions providing support, encouragement and guidance, and weekly handouts and homework. Parents of probationers will learn a variety of topics including Mindful Self-care, Parenting, Discipline & the Role of Parents; Personality & Adolescence including personality, birth order, learning styles, and how personalities are developed; Communicating with Respect & Understanding Feelings including an in depth look at communication styles, building trust, handling feelings, etc.; Family Morals, Values & Expectations including disciplines, teaching, teen sexuality, puberty, drugs/alcohol and emotional regulation, etc.; Introduction to Mindfulness-Based Stress Management including coping mechanisms, stress and how it affects us, teen depression, emotional dysregulation, and suicide ideation, eating disorders, body image, and possessive/violent teen relationships; and Focus Forward including a review and developing a strategy for moving forward. Classes are provided for individual families in order to engage in the most honest communication and discussion.
3. The CONTRACTOR shall provide Nurturing Parenting Critical Support by offering services for parents who need further support via Zoom. A paraprofessional counselor meets with the family and can provide a wide variety of supports from evaluating the parent-child relationship, observing the environment, support regarding trauma, as well as a wide variety of other topics that can support a family in moving forward in a positive direction.

## **EXHIBIT B**

### **Fee Schedule**

Compensation shall be as follows:

- A. Mindful Nurturing Parenting classes:** CONTRACTOR will be paid at a rate of \$80/hour for each individual family. Probation will be billed for sessions provided. Two no call/no show sessions will not be billed; however, PRS reserves the right to fill the time slot with another client needing services.
- B. Nurturing Parenting Critical Support:** CONTRACTOR will be paid at the rate of \$80/hour. Number of sessions needed depend upon the family' and Probation needs and requirements. Services can include, but are not limited to Trauma Treatment, Mindfulness Services.
- C. Parenting/Co-Parenting & Relationship classes (more than 1 participant):** CONTRACTOR will be paid at a rate of \$225/participant.
- D. Billing** by CONTRACTOR will be quarterly, and include an invoice detailing services provided. County shall pay Contractor for services rendered within thirty (30) days of receipt of invoice.



**Keevin Allred**  
Chief Probation Officer

## County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

**DATE:** August 4, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer 

**SUBJECT:** Approval of contract between the Plumas County Probation Department and Environmental Alternatives (EA Family Services)

**Recommendation:**

Approve and authorize the Chair to sign the Contract between the Plumas County Probation Department and Environmental Alternatives in an amount not to exceed \$126,000 for housing up to 3 probationers during the term of August 25, 2022, to August 24, 2023.

**Background:**

The Plumas County Probation Department was depending upon CCP funding contracts for housing, however as of FY21-22 the CCP funding source was no longer approved for the Probation Department to use for housing Probationers. Due to this change the Probation Department held an RFP process for adult programming which included housing services. After careful consideration, Environment Alternatives won part of the award to provide housing and services to qualified Probationers with SB678, AB109, and Pretrial.

The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- A stable and secure living arrangements
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and Environmental Alternatives (EA Family Services), (a corporation hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Twenty-Six Thousand Dollars (\$126,000).
3. Term. The term of this agreement shall be from August 25, 2022 through August 24, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 25, 2022 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 MK 

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

COUNTY INITIALS

CONTRACTOR INITIALS MK 

- 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.

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CONTRACTOR INITIALS



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:

Probation Department  
County of Plumas  
270 County Hospital Rd., Ste. 128  
Quincy, CA 95971  
Attention: Chief Probation Officer

Contractor:

EA Families Services  
350 Main Street  
Quincy, CA 95971  
Attention: Melody King, Executive Director

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

COUNTY INITIALS

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CONTRACTOR INITIALS *MK*

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.

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

**CONTRACTOR:**

EA Family Services, a corporation

By: Melody King

Name: Melody King

Title: Executive Director

Date signed: 8/4/22

By: Jerome Dorris

Name: Jerome Dorris

Title: Chief Financial Officer

Date signed: 8/4/22

**COUNTY:**

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

By: Keevin Allred

Name: Keevin Allred

Title: Chief Probation Officer

Date signed: 8/4/22

By: \_\_\_\_\_

Name: Kevin Goss

Title: Board of Supervisors - Chair

Date signed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:

JB  
Joshua Brechtel  
Deputy County Counsel I

8/4/2022

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS MK GD

## **EXHIBIT A**

### **Scope of Work**

The Plumas County Probation Department will refer adult clients on supervision to EA Family Services to provide housing and services. The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- A stable and secure living arrangements
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

EA Family Services will:

- Administer the ANSA within 30 days of intake
- Update the ANSA per each major change or every six months
- Complete quarterly Key Event Tracking (KET) forms and regular client and community partner satisfaction surveys to track events such as job acquisition, incarceration, homelessness, hospitalization, etc.
- Provide a Continuous Quality Improvement team, led by the QA Director, which will meet monthly to review areas for improvement in each program, agency wide.
- Provide a Case Manager whose major responsibility is to develop a trusting, supportive relationship.
- Find and secure residence with assistance with move in and move out of residence
- Provide financial assistance for rent and utilities, security, and deposits
- Provide a comfortable environment with a television, TV service and internet services, all necessary furniture, cooking equipment and utensils, occasional financial assistance for food, clothing and incidentals, a monthly bus pass, transportation assistance for ordinary obligations, and temporary storage of participant property in accordance with the State law and County request.
- Provide intensive case management and coordination services
- Provide referral and assistance with appointments (job, financial, medical, legal, educational, etc.)
- Provide employment readiness training, independent living skills training, including budgeting and banking assistance
- Provide phone and/or in-person crisis response availability on a 24/7 basis

## **EXHIBIT B**

### **Fee Schedule**

Plumas County Probation will provide a base compensation in the amount of \$3,500 per month for 12 months for 2 Probation clients to EA Family Services. This amount will secure housing with appropriate services for 2 Probation clients.

The Plumas County Probation Department will also provide variable compensation to EA Family Services in the amount of \$3,500 per month for 1 Probation client for housing with appropriate services on a per needed basis during the timeframe of this contract.

Please see proposed budget in detail attached as Exhibit B1.

# EXHIBIT B1

Environmental Alternatives DBA EA Family Services

## Application for Adult Evidence Based Programming Funds Face Page

Fiscal Year 2022-2023

Information Requested	
Name of Agency	EA Family Services
Agency operational contact information (name, address, telephone and e-mail)	Melody King, Executive Director 350 Main Street, Quincy, CA 95971 Cell: (530) 518-1889
Agency fiscal contact information (name, address, phone and e-mail)	Jerome Dorris, Chief Financial Officer 350 Main Street, Quincy, CA 95971 Office: (530) 283-3330
Name of program	Plumas Probation Housing and Supportive Services
Is this a new or continuing program?	New
Funding amount being requested	\$126,000
Funding received from the Plumas County Probation Department in prior years (specify year and amounts)	None
Program capacity (maximum number of participants program can serve)	3
Current program caseload (if applicable)	N/A
Program Cost per Unit: <i>Cost per Individual w/housing &amp; Services:</i> Cost per _____: Cost per _____: Cost per _____: Cost per _____:	\$3,500.00

**PROPOSAL BUDGET DETAIL****Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

<b>JOB TITLE/ CLASSIFICATION</b>	<b>HOURS PER WEEK</b>	<b>HOURLY SALARY</b>	<b>TOTAL SALARY REQUIRED THIS Contract Period</b>
Mental Health Director	1	\$41	\$2,398.50
Program Supervisor	5	\$34	\$9,945.00
Case Management	30	\$25	\$35,100.00
Bookkeeping	1	\$22	\$1,287.00

**TOTAL PERSONNEL COSTS \$ \$48,730.50**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

<b>JOB TITLE/ CLASSIFICATION</b>	<b>JOB DUTIES</b>
Mental Health Director	See Attached Job Description
Program Supervisor	See Attached Job Description
Case Management	See Attached Job Description
Bookkeeper	See Attached Job Description

3. Show the actual rates and amounts for each of the following:

<b>RATE</b>	<b>ANNUAL AMOUNT</b>	<b>AMOUNT REQUIRED THIS Contract Period</b>
FICA	\$3,308.80	\$3,727.88
Retirement	\$1,526.40	\$1,717.21
Workman's Comp	\$ 433.16	\$ 487.31
Unemployment Insurance	\$ 693.06	\$ 779.69
Health Insurance	\$7,599.97	\$8,549.97
Other Insurance-Vision&Dent	\$ 328.78	\$ 369.88
Other Benefits-EAP	\$ 40.50	\$ 45.56

**TOTAL EMPLOYEE RELATED BENEFITS \$ Annual Amt = \$13,930.67 Contract Period = \$15,677.50**

**Contract Services**

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services? None

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR
N/A	

**TOTAL CONTRACT SERVICES \$ 0**

4. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

None

Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

***Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.***

**Non Personnel Costs**

1. Complete the following:

<b>TRAVEL (Cannot exceed State Travel Costs)</b>	<b>AMOUNT REQUIRED THIS Contract Period</b>
Auto Mileage: 6480 miles at 58.5 cents /mile	\$3,790.80
Air Transportation	\$0
Subsistence	\$0
Other (describe)	

**TOTAL IN-STATE TRAVEL \$ 3,790.80**

2. Explain why the proposed travel is needed if not apparent from the project overview.

Required for Property and Case Management

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**Operating Expenses**

3. List anticipated expenses by category. Please be specific.

**AMOUNT REQUIRED THIS Contract Period**

Phone – Cellular Service	
Phone – Land Lines	
Software License	
Safety Equipment	
Computers	
Office Expense	
Professional Services	
Electronic Monitoring	
Professional Services – Community Partners	

Environmental Alternatives DBA EA Family Services

Reference Manual/Law, Code Books	
Non-employee Incentives	
Drug Testing	
Drug Testing Supplies	
Travel – In-County	
Travel – Out-Of-County	
Emergency Shelter	\$ 27,600.00
Training	
Program Expenses	\$ 16,200.00

**TOTAL OPERATING EXPENSES \$ 43,800.00**

**JUSTIFICATION OF OPERATING EXPENSES:**

Housing: including Rent, Utilities and Maintenance

Program Expense: Misc. incidentals, basic needs

Administration of program (indirect): 12.6% of direct care expenses (\$111,988.80) = \$14,110.59

**TOTAL PROPOSAL REQUEST \$ 126,099.39**

**3 clients @ \$3500/month for 12 months = \$126,000.00**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Probation Department for the acceptance of funding.*

**PROJECT DIRECTOR**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



Keevin Allred  
Chief Probation Officer

## County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: August 3, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KAA*

SUBJECT: Approve the contract between the Plumas County Probation Department and Plumas Rural Services Batterer's Treatment Program

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### **Recommendation**

Approve and authorize the Chair to sign a contract that shall not exceed \$22,400 between the Plumas County Probation Department and Plumas Rural Services for the Batterer's Treatment Program for July 1, 2022 to June 30, 2023.

### **Background and Discussion**

The Probation Department contracts with Plumas Rural Services to provide services which facilitate offender compliance with statutory requirements related to Domestic Violence cases. It is a goal that persons convicted of Domestic Violence crimes be rehabilitated with strategies, programs and services that change their behavior.

## 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 PROBATION DEPARTMENT (hereinafter referred to as "County) and Plumas Rural Services, a corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide 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-Two Thousand, Four Hundred Dollars (\$22,400.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from July 1, 2022 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, 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 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 limited 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 expressively 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. This 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:

Probation Department  
County of Plumas  
270 County Hospital Rd., Ste. 128  
Quincy, CA 95971  
Attention: Chief Probation Officer

Contractor:

Plumas Rural Services  
711 E. Main St.  
Quincy, CA 95971  
Attention: Michele Piller, Executive Director

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

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be null and void.

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

CONTRACTOR:

Plumas Rural Services, a corporation

By:   
Name: Michele Lynn Piller  
Title: Executive Director  
Date signed: 8/2/22

COUNTY:

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

By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed: 8-3-22

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisors - Chair  
Date signed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

  
8/1/2022  
Sara James  
Deputy County Counsel II

## EXHIBIT A

### Scope of Work

Plumas Rural Services Domestic Violence Batterer's Treatment Program (PRS-DVBTP) will use methods from the Anderson and Anderson's Domestic Violence Batterer's Intervention Program to provide effective services to help individuals change their beliefs and behavior and lead a non-violent life. The primary purpose of PRS-DVBTP is to protect community members who have been victims of domestic violence. To meet this purpose the program offers skills of healthy life choices, accountability and maintaining non-violent relationships. These skills are to be used as options when coping with difficult relationships.

Each program participant will follow a specific Treatment plan that addresses regular program topics and, if needed, will also address issues specific to the participant. The PRS-DVBTP meets all requirements of the California Penal Code 1203.097 and will be facilitated by instructors who have completed all required training.

PRS-DVBTP will provide one (1) weekly group session for female participants and two (2) weekly group sessions for male participants requiring DV Batterer's Intervention Treatment. Sessions are open and participants may join the group at any time. Each participant is required to complete 52 sessions. Upon completion of 52 sessions, and regardless of fee balance, participants will be considered to have completed the program.

Participants must commit to attending the 52-session program which addresses education, realization, and behavioral modification. This commitment will require an immediate end to any and all abuse, consistent and timely attendance, completion of all program requirements including weekly groups and completion of homework as well as payment of all required fees.

Staff of the PRS-DVBTP will complete the intake and assessment process, develop treatment plans, facilitate groups, write evaluations, appear in court, confer with attorneys, and court representatives and all other tasks needed to assist participants in the successful completion of the program.

Staff of the PRS-DVBTP will provide weekly reports, which include updated attendance information and payment balances to the Deputy Probation Officer or Probation Assistant assigned to the DV caseload.

PRS-DVBTP will submit to the Plumas County Superior Court and/or Probation Department any necessary and relevant reports including, but not limited to, proof of enrollment, fees charged, progress reports and a final evaluation.

Staff of the PRS-DVBTP will agree to communicate via email to the Deputy Probation Office or Probation Assistant and participants at least five (5) business days prior to session if session will be held via a format (such as Zoom) other than in-person.

Staff of the PRS-DVBTP will agree to communicate via email to the Deputy Probation Officer or Probation Assistant and participants at least five (5) business days prior for all scheduled cancellations (i.e., vacations).

Staff of the PRS-DVBTP will agree to communication via email to the Deputy Probation Officer or Probation Assistant and participants twenty-four (24) hours prior for all unscheduled cancellations (i.e., illness).

Staff of the PRS-DVBTP agree to provide a substitute facilitator to administer sessions for all classes exceeding three (3) cancellations, per each weekly group session, within a six-month period or maybe three-month period.

PRS-DVBTP will negotiate with the Probation Department for any special necessity one to one sessions for males or females.

The County will provide the following:

- a. Conference room space and room preparation to hold three (3) weekly groups.
- b. A Probation Officer and/or a Probation Assistant assigned to provide ongoing liaison to PRS-DVBTP.

EXHIBIT B

## Fee Schedule

Plumas County Probation will provide compensation to PRS for PRS-DVBTP Groups, in an amount not to exceed twenty-two thousand, four hundred and no/100 dollars. CONTRACTOR will be paid the sum of One Hundred Fifty Dollars (\$150.00) for each group session conducted, to cover costs not recouped by participants for DV Batterer's Treatment Program provided in Plumas County. This \$150.00 cost will cover all costs of program delivery exceeding the coverage from clients' fees. The County is not responsible to pay for, compensate or collect any fees charged to clients, including those associated with missed classes, assessments, intakes, etc.

**Participants are responsible for the payment of the following fees:**

### Intake & Assessment (\$65)

- For probationers that cannot pay the \$65 fee up front, PRS will develop a payment plan.
- Probationers must provide at least 24 hours' notice to cancel a scheduled intake/assessment meeting. Failure to do so will result in the probationer incurring a \$20 no call/no show fee.

Weekly two (2) hour group sessions (\$25 - \$45 income-based sliding scale/meeting)

#### Quarterly review meeting (\$40)

- Probationers must provide at least 48 hours' notice to cancel a scheduled quarterly review meeting. Failure to do so will result in the probationer incurring a \$20 no call/no show fee.

### A Ray of Hope Workbook (\$35)

Court Appearances (door to door time) (\$50/hour)

- Probationers shall not incur a charge for court appearances that are rescheduled or continued, provided the probationer notifies PRS with 24 hours' notice.
- If a court appearance is rescheduled or delayed on the day of the appearance, the probationer shall not incur a cancellation fee.
- If the probationer has more than 24 hours' notice of the rescheduled court appearance and does not notify PRS of the same with 24 hours' notice in advance of the originally scheduled appearance, the probationer shall incur a \$20 cancellation fee.

### Exit Interview & Assessment (\$65)

- Probationers must provide at least 24 hours' notice to cancel a scheduled intake/assessment meeting. Failure to do so will result in the probationer incurring a \$20 no call/no show fee.

Re-enrollment fee (\$45)

- If a probationer re-enrolls in the program within 2 months the probationer's last exit from the program, it will be considered a re-enrollment incurring a \$45 re-enrollment fee.

- If the probationer re-enrolls more than 2 months after the probationer's last exit from the program, it will be considered a new enrollment and will incur the \$65 intake/assessment fee previously listed.

#### Missed class fee (\$45)

- If a probationer fails to attend a class and does not have a pre-approved excuse, a \$45 missed class fee will be incurred.
- This will be applicable to each unexcused absence (no show class) a probationer fails to attend.
- The payment for an unexcused missed class is due at the next class of attendance, in addition to the fee for that class.
- For probationers that cannot afford to pay for unexcused missed classes at the time of the next meeting, a payment plan will be established for the probationer by PRS.
- In the event of illness, a probationer may provide a doctor's note attesting to their inability to attend as a result of their illness. The probationer must provide this note within two weeks of the missed class in order to have the missed class considered excused and avoid incurring the fee.

#### Leave of absence policy

- In the event a probationer is granted a Leave of Absence (LOA) by the Probation Officer, no missed class fees will be incurred.
- During an approved LOA, the probationer will not be considered to have exited the program.

#### Additional Considerations

- A sliding scale for intake & assessment, weekly groups and exit interview & assessment are available upon request and qualification.
- All charges except Court Appearances are due and payable at the time of service. Charges for Court Appearances are due within 14 days of service.
  - Any returned check fees will be charged back to the participant.



**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



*Growing Healthy Communities*

## **CONSENT AGENDA REQUEST**

For the August 16, 2022 meeting of the Plumas County Board of Supervisors

August 8, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health 

Subject: Approve and direct the Chair to sign a Services Agreement with Colleen Bridger Consulting, LLC to provide Public Health Training in the amount of \$17,000.00.

### **Background:**

The California Department of Public Health is providing grant funds to assist local health departments in various ways to address the impacts of the Covid-19 pandemic and other health events on underserved populations, including rural communities. This contract will provide continuing professional education in communication techniques and concepts for ensuring that public health services are available equally to all residents and that rural needs are represented.

The attached contract has been reviewed and approved as to form by County Counsel.

### **Fiscal Impact:**

There is no fiscal impact to the General Fund as this contract is fully funded through state and federal grants to Public Health.

### **Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a Services Agreement with Colleen Bridger, LLC in the amount of \$17,000.00.

**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 Plumas County Public Health Agency (hereinafter referred to as "County"), and Colleen Bridger Consulting, LLC, a Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventeen Thousand Dollars (\$17,000.00).
3. **Term.** The term of this agreement shall be from September 01. 2022 through February 28, 2023, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Public Health Agency  
County of Plumas  
270 County Hospital Road, Ste. 206  
Quincy, CA 95971  
Attention: Dana Loomis/ Director

Contractor:

Colleen Bridger Consulting, LLC  
2415 Walker Rd  
Hillsborough, NC 27278  
Attention: Colleen McArthur Bridger

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:**

Colleen Bridger Consulting, LLC

By: Colleen Bridger  
Colleen McArthur Bridger  
Managing Member  
Date signed: 8-4-2022

**COUNTY:**

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

By: Dana Loomis  
Dana Loomis  
Plumas County Public Health Agency  
Date signed:

By: \_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors:  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk, Board of Supervisors:  
Date signed:

Approved as to form:

JB 8/4/2022  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A**

**Scope of Work**

**Plumas County Public Health Training Project  
8-2-2022**

**Purpose:** To provide a 6-part training on Health Equity, Health Justice and effective ways to communicate about specific public health issues and health equity using tools from the frameworks Institute and other communications resources (including Made to Stick, <https://www.phrases.org/> etc.). The specific topics for 4 trainings will be based on staff input into a menu of potential options.

**Timeline:** Six months

**Format:**

- First two trainings (one on Health Equity/Health Justice and one on Frameworks 101) in person,
- Four remaining trainings offered 1 per month via virtual platform/webinar format (content determined after staff survey to help prioritize topics)

**EXHIBIT B**

**Fee Schedule**

**Total Cost for the Project: \$17,000** (Note: includes travel costs for one trip to Quincy for 2 days/nights)

**Payment Schedule:**

Upon invoice from consultant, \$8,500 due within 30 days of final contract execution and \$8,500 due within 30 days from final training.

**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

**CONSENT AGENDA REQUEST**

For the August 16, 2022 meeting of the Plumas County Board of Supervisors

August 8, 2022

To: The Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorize execution of Service Agreement with IWORQ Permit Management Software

*John Mannle*

**Background:**

During August of 2021 the Plumas County Public Works (PCPW) purchased two (2) software modules from IWORQ System for inventory of Street Lights, Traffic Signs, and Vehicle Accidents. The cost per year for the current modules is \$5,000. The Department of Public Works requests approval to purchase an additional software module for permit management to assist with the issuance of Encroachment Permits.

The new software module will improve permit tracking and reduce the amount of time required to review and issue Encroachment Permits.

**Policy Compliance:**

This recommended action complies with the Plumas County Purchasing Policy and the agreement has been approved as to form by County Counsel.

**Fiscal Impact:**

The initial software setup cost is \$8,000 with a \$5,000 annual subscription fee, thereafter.

**Staff Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the chair to sign the software services agreement with IWORQ for \$8,000

**Attachments:**

IWORQ Service Agreement

## IWORQ SERVICE AGREEMENT

### For iWorQ applications and services

Plumas County here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

#### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### 4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### 5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### 6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

#### 7. TERMINATION:

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.



Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and/or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

#### 8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

#### 9. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

#### 10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

#### 11. CUSTOMER BILLING INFORMATION:

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_

Billing Address: \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_



## 12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

Effective Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number \_\_\_\_\_

Cell Number \_\_\_\_\_

## APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: \_\_\_\_\_

## ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:



8/1/2022

Gretchen Stuhr

Plumas County Counsel



## iWorQ Service(s) Agreement

### APPENDIX A



## iWorQ Price Proposal

Plumas County	Population- 18,807
520 Main Street Room 309, Quincy, CA 95971	Prepared by: Brad Wheelwright

### Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Public Works Permit Management <ul style="list-style-type: none"> <li>- Available on any computer, tablet, or mobile device using Chrome browser</li> <li>- OpenStreetMap</li> <li>- Track your contractors and their licensing</li> <li>- Quarterly parcel upload</li> <li>- Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms.</li> </ul>	\$5,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$5,000	Annual

### One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$3,000	\$3,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$8,900	\$3,000	Year One
Grand Total Due Year 1	\$13,900	\$8,000	Year One



## NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Non-Appropriation of Funds. The County acknowledges that there has been sufficient funding appropriated for the Agreement for the 2022-2023 Fiscal Year. It is mutually agreed that if, for any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make payments called for by this Agreement, this Agreement shall be of no further force or effect following 60-day notice from the County. 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 60 days after receiving notice. If funding for any future 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.





# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

### **Memorandum**

**DATE:** August 3, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting of August 16, 2022

**It is recommended that the Board:**

Approve and sign contract #PCSO00037 between the Plumas County Sheriff's Office (PCSO) and Lake Almanor Towing, in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 10/01/22 – 09/30/23. This purpose of this agreement with Lake Almanor Towing is to provide service to the Sheriff's vehicle towing & recovery.

Agreement has been approved as to form by County Counsel.

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and BRIAN T. PHILLIPS, a sole proprietor, doing business as Lake Almanor Towing (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and 00/100 (\$20,000.00).
3. Term. The term of this agreement shall be from October 1, 2022 through September 30, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

\_\_\_\_\_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

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

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

- 4 -

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:

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

Contractor:

Lake Almanor Towing  
PO Box 891  
Chester, CA 96020  
Attention: Brian Phillips

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

---

Brian T. Phillips, a sole proprietor,  
doing business as Lake  
Almanor Towing

Date:

**COUNTY:**

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

By: \_\_\_\_\_

Name: Todd Johns

Title: Sheriff

---

By: \_\_\_\_\_

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/1/2022

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 8 -

CONTRACTOR INITIALS \_\_\_\_\_

**EXHIBIT A**

**Scope of Work**

1. Provide the following towing and automotive repair services on an as-needed basis upon request of the County:
  - a. Towing of vehicles.
  - b. Sale and installation of new tires.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Tires shall be charged at the “net state price”.
2. Towing services shall be charged in accordance with the rate sheet attached hereto as Exhibit B-1.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County’s authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County’s sole satisfaction.

Susanville Towing  
P.O. Box 1327  
2955 Johnstonville Rd  
Susanville, CA 96130  
(530) 257-5114 - phone  
(530) 257-7185 - fax

Lake Almanor Towing  
P.O. Box 891  
333 Main St  
Chester, CA 96020  
(530) 258-3062 - phone  
(530) 258-3065 - fax

Doyle Towing  
P.O. Box 281  
436-610 Susan Dr  
Doyle, CA 96109  
(530) 827-2617 - phone  
(530) 827-3618 - fax

## As of July 2019

### Class A Tow Rates:

Cars and Trucks 10,000 GVW and under.

Basic Tow Rates:	\$150.00
Basic Road Service Rate:	\$125.00
Extra Time at Scene: (after 15 minutes)	\$300.00 per hour
Extra Miles: (after 5 miles)	\$8.00
Dolly Tow: (extra hourly charge)	\$300.00
Drop Drive Line: (extra hourly charge)	\$300.00
Recover/Accident/Impound:	\$300.00
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Class B Tow Rates:

Vehicles 10,001-26,000 GVW

Basic Tow Rates: (Minimum 1 hour)	\$275.00 per hour
Recovery/Accident/Impound:	\$350.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Class C Tow Rates:

Vehicles 26,001 + GVW

Basic Tow Rates: (Minimum 1 hour)	\$300.00 per hour
Recovery/Accident/Impound:	\$400.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Service Trucks:

Basic Service Call:	\$150.00 per hour
Pilot Car:	\$75.00 per hour
Traffic Control:	\$75.00 per hour
Helpers:	\$75.00 per hour

### Flat Rates Light Duty

Susanville to Reno:	\$600.00
Susanville to Redding:	\$800.00
Susanville to Chico:	\$700.00
Doyle to Reno:	\$400.00
Chester to Chico:	\$500.00

**DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN**

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

**DATE:** AUGUST 1, 2022

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

**SUBJ:** BOARD AGENDA ITEM FOR AUGUST 16, 2022, CONSENT AGENDA

**RE:** APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER FOR THE HOUSING AND DISABILITY ADVOCACY PROGRAM

**It is Recommended that the Board of Supervisors**

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$250,000 for the Housing and Disability Advocacy Program (HDAP). Authorize the Board Chair to sign the contract.

**Background and Discussion**

HDAP provides outreach, benefits advocacy and housing supports to individuals who are disabled or likely disabled and who are experiencing homelessness. People experiencing chronic homelessness and those who rely most heavily on state and county-funded services are prioritized. HDAP follows a Housing First model and uses evidence-based housing interventions, including Rapid Re-housing and Permanent Supportive Housing. The type of housing intervention provided is determined by the individual's level of need. Services and assistance are provided as needed, on a voluntary basis; housing is not contingent upon participation in services. •

**Financial Impact**

The agreement calls for compensation not to exceed \$250,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds. The program is budgeted. It does not impact the County General Fund.

**Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copy: Debbie Wingate, Program Manager  
Jennifer Bromby, Staff Services Manager

Enclosure

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

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 FIFTY THOUSAND Dollars (\$250,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Plumas Crisis Intervention and Resource Center  
591 West Main Street  
Quincy, CA 95971  
Attention: Scott McCallum, Executive Director

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

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

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

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

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

**CONTRACTOR:**

Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: \_\_\_\_\_  
Name: SCOTT MCCALLUM  
Title: CEO/CFO  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Kevin Goss, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi White, Clerk of the Board  
Date signed: \_\_\_\_\_

Approved as to form:

  
8/1/2022  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A****Scope of Work****Housing and Disability Advocacy Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize funds provided by the Plumas County Department of Social Services (PCDSS) to administer the Housing and Disability Advocacy Program (HDAP) for Plumas County. PCIRC shall include backup showing the description and date of the service and the person whom the service was provided for.

Housing and Disability Advocacy Program (HDAP), established by Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) and updated by Senate Bill (SB) 80 (Chapter 27, Statutes 2019), assists people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports.

**Program Overview** • HDAP provides outreach, benefits advocacy and housing supports to individuals who are disabled or likely disabled and who are experiencing homelessness. People experiencing chronic homelessness and those who rely most heavily on state and county-funded services are prioritized. • HDAP follows a Housing First model and uses evidence-based housing interventions, including Rapid Re-housing and Permanent Supportive Housing. The type of housing intervention provided is determined by the individual's level of need. Services and assistance are provided as needed, on a voluntary basis; housing is not contingent upon participation in services. • Grantees operating local HDAPs must work in collaboration and coordination with the greater homelessness response system and participate in their local homeless Continuum of Care (CoC) and Coordinated Entry System (CES) to ensure populations with the highest needs are given the highest priority for HDAP services.

PCIRC shall invoice for all services, including case management services. Each invoice shall include, at a minimum, a description of the service provided, the title and hourly rate of the employee providing the service, and the time spent providing the service. The invoice shall include copies of all receipts for reimbursement of housing expenses.

**EXHIBIT B****Fee Schedule**

In no event shall the total of the invoices received during the term of this Agreement exceed \$250,000.00, unless modified pursuant to the terms of this Agreement.

**Plumas Crisis Intervention and Resource Center Budget**

Housing and Disability Advocacy Program	\$	250,000.00
<hr/>		
<b>TOTAL</b>	<b>\$</b>	<b>250,000.00</b>

**DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN**

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: AUGUST 1, 2022  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR AUGUST 16, 2022, CONSENT AGENDA  
RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND  
RESOURCE CENTER FOR THE HOME SAFE PROGRAM

**It is Recommended that the Board of Supervisors**

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$250,000 for the Home Safe Program. Authorize the Board Chair to sign the contract.

**Background and Discussion**

Home Safe assists APS clients who are experiencing, or at imminent risk of experiencing, homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation. Home Safe uses evidence-based interventions in homelessness and homelessness prevention. The goal of the Home Safe Program is to support the safety and housing stability of individuals involved in APS by providing housing-related assistance. Grantees operating Home Safe programs will implement a range of strategies to support housing stability for APS clients, including short-term financial assistance, legal services, eviction prevention, heavy cleaning, and landlord mediation, among other services. Home Safe will also support APS agencies in building stronger collaboration and engagement between the APS agency and local homelessness system. These partnerships will help ensure APS clients that require long term or permanent housing assistance are connected to homelessness services within the community.

**Financial Impact**

The agreement calls for compensation not to exceed \$250,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds. The program is budgeted. It does not impact the County General Fund.

### **Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copy: Debbie Wingate, Program Manager  
Jennifer Bromby, Staff Services Manager

Enclosure

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

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4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Plumas Crisis Intervention and Resource Center  
591 West Main Street  
Quincy, CA 95971  
Attention: Scott McCallum, Executive Director

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

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

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

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

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

**CONTRACTOR:**

Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: \_\_\_\_\_  
Name: SCOTT MCCALLUM  
Title: CEO/CFO  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Kevin Goss, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi White, Clerk of the Board  
Date signed: \_\_\_\_\_

Approved as to form:



8/1/2022  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A****Scope of Work****Home Safe Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize funds provided by the Plumas County Department of Social Services (PCDSS) to administer the Home Safe Program (HSP) for Plumas County. PCIRC shall include backup showing the description and date of the service and the person whom the service was provided for.

The Home Safe Program is **intended to support the safety and housing stability of individuals involved in Adult Protective Services (APS)** who are experiencing, or at imminent risk of experiencing, homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation by providing housing-related assistance using evidence-based practices

**Program Overview** • Home Safe assists APS clients who are experiencing, or at imminent risk of experiencing, homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation • Home Safe uses evidence-based interventions in homelessness and homelessness prevention. • The goal of the Home Safe Program is to support the safety and housing stability of individuals involved in APS by providing housing-related assistance. Grantees operating Home Safe programs will implement a range of strategies to support housing stability for APS clients, including short-term financial assistance, legal services, eviction prevention, heavy cleaning, and landlord mediation, among other services. • Home Safe will also support APS agencies in building stronger collaboration and engagement between the APS agency and local homelessness system. These partnerships will help ensure APS clients that require long term or permanent housing assistance are connected to homelessness services within the community.

PCIRC shall invoice for all services, including case management services. Each invoice shall include, at a minimum, a description of the service provided, the title and hourly rate of the employee providing the service, and the time spent providing the service. The invoice shall include copies of all receipts for reimbursement of housing expenses.

**EXHIBIT B****Fee Schedule**

In no event shall the total of the invoices received during the term of this Agreement exceed \$250,000.00, unless modified pursuant to the terms of this Agreement.

**Plumas Crisis Intervention and Resource Center Budget**

Home Safe Program	\$	250,000.00
<hr/>		
<b>TOTAL</b>	\$	<b>250,000.00</b>

# Item 3A



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS  
Plumas County Courthouse  
520 Main Street, Room 302  
Quincy, California 95971-9115  
Phone: (530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR  
COUNTY COUNSEL  
SARA G. JAMES  
DEPUTY COUNTY COUNSEL  
JOSHUA BRECHTEL  
DEPUTY COUNTY COUNSEL  
KRISTINA ROGERS  
PARALEGAL

August 4, 2022

## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Gretchen Stuhr, *County Counsel*

**SUBJECT:** Adopt Resolution Suspending the Participation of the Plumas-Sierra Department of Agriculture in the Integrated Wildlife Damage Management Program Pending Completion of Environmental Review Under the California Environmental Quality Act

### Background:

The Plumas-Sierra Department of Agriculture (“Department”) entered into a five-year Cooperative Services Agreement (“CSA”) with the United States Department of Agriculture, Animal and Plant Health Inspection Services (“Wildlife Services”) in April 2018. Under the CSA, Wildlife Services administers the Integrated Wildlife Damage Management (“IWDM”) Program. This program provides certain services to private property owners within Plumas and Sierra Counties. The Department must approve an annual Work Plan for each fiscal year of the CSA. The County did not conduct a review under the California Environmental Quality Act (“CEQA”) prior to approving the CSA in 2018 nor has any review been completed for any Work Plan approved for any fiscal year under the current CSA. Feather River Action! filed a complaint against the County alleging violations of CEQA. The County has reached a settlement of that case and as part of the settlement, the County will adopt a Resolution suspending our participation in the IWDM Program until a CEQA review can be completed. The State determined a statewide CEQA process is necessary for the IWDM Program to continue and is currently in the process of scoping the project for completion of the Environmental Review. It is anticipated this process will be completed and an Environmental Impact Report (“EIR”) will be issued sometime in late 2023. Plumas County intends to participate in the CEQA process at the state level and hopes to use the EIR developed out of the CEQA process for any future IWDM programs.

**Proposal:**

Adopt the Resolution Suspending the Participation of the Plumas-Sierra Department of Agriculture in the Integrated Wildlife Damage Management Program until the statewide CEQA process has been completed.

**Action:**

It is recommended that the Board of Supervisors adopt the Resolution Suspending the Participation of the Plumas-Sierra Department of Agriculture in the Integrated Wildlife Damage Management Program.

END OF MEMORANDUM

RESOLUTION NO. 2022-\_\_\_\_\_

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
SUSPENDING THE PARTICIPATION OF THE PLUMAS-SIERRA DEPARTMENT OF  
AGRICULTURE IN THE INTEGRATED WILDLIFE DAMAGE MANAGEMENT  
PROGRAM PENDING THE COMPLETION OF ENVIRONMENTAL REVIEW UNDER  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, in April 2018, the Plumas-Sierra Department of Agriculture (“Department”) entered into a five-year Cooperative Services Agreement (“CSA”) with the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services (“Wildlife Services”);

**WHEREAS**, 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;

**WHEREAS**, each fiscal year during the five-year term of the CSA, the Department must approve a Work Plan prepared by the Wildlife Services, which funds the services provided during the fiscal year (“Work Plan”);

**WHEREAS**, the current term of the CSA will expire on June 30, 2023;

**WHEREAS**, the County of Plumas did not conduct any review under the California Environmental Quality Act (“CEQA”) prior to approving the CSA in 2018 and it has not conducted such review for any Work Plan approved for any fiscal year under the current CSA;

**WHEREAS**, on March 3, 2022, Feather River Action! and Project Coyote, a project of the Earth Island Institute, commenced a legal action in Plumas Superior Court alleging the Plumas County Board of Supervisors’ decision at its regular meeting on September 21, 2021, to fund the Work Plan for the current fiscal year was a CEQA project requiring environmental review;

**WHEREAS**, following settlement discussions by the parties in this legal action, the Boards of Supervisors of Plumas and Sierra Counties agreed that the IWDM Program would be suspended pending the completion of proper review under CEQA prior to resumption of the program;

**WHEREAS**, the terms and conditions of the parties’ settlement are reflected in Settlement Agreement, executed in June 2022, which is attached as Exhibit A (“Settlement Agreement”); and

**WHEREAS**, the Settlement Agreement requires the Plumas County Board of Supervisors to adopt a written resolution suspending the IWDM Program (including without limitation funding, implementation, and/or execution) pursuant to the CSA.

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors that the Department's participation in the IWDM Program is hereby suspended.

**BE IT FURTHER RESOLVED**, the Department shall not take any action to resume reinstitute, reinstate, or recommence the IWDM Program unless and until it completes 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.

**BE IT FURTHER RESOLVED**, that during the suspension of the IWDM Program, the Department, the County of Plumas, and the County of Sierra shall not authorize or fund operations within the scope of the IWDM Program by their employees or agents, Wildlife Services, or any other organization, entity, or individual within Plumas or Sierra Counties.

**BE IT FURTHER RESOLVED**, that the Director of the Department, or designee, shall provide a copy of this Resolution to the appropriate officer, employee, or staff of Wildlife Services confirming the suspension of the Department's participation in the IWDM Program.

The foregoing resolution was adopted on \_\_\_\_\_, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

---

**KEVIN GOSS,**  
Chair of the Board of Supervisors

ATTEST:

---

Heidi White, Clerk of the Board

## **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. County 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 programmatical 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 IWDM 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

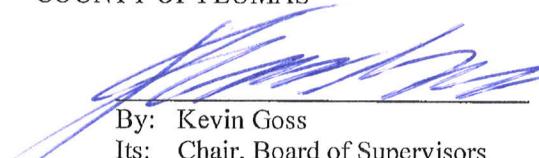
  
David Phillips

By: David Phillips

Jul 5, 2022

Dated

COUNTY OF PLUMAS

  
Kevin Goss

Its: Chair, Board of Supervisors

8/2/22

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

July 7, 2022

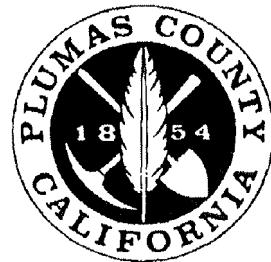
Dated

## **DEPARTMENT OF HUMAN RESOURCES**

**520 Main Street, Room 115, Quincy, California 95971**

**(530) 283-6444 FAX (530) 283-6160**

**Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)**



**DATE: June 30, 2022**

**TO: The Honorable Board of Supervisors**

**FROM: Nancy Selvage, Human Resources Director**

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JULY 19,2022**

**RE: APPPROVE RESOLUTION TO AMEND VICTIM WITNESS  
ADOVATE AND VICTIM WITNESS COORDINATOR REVISED JOB  
DESCRIPTIONS FOR THE TRANSFER FROM THE SHERIFF'S  
DEPARTMENT TO THE DISTRICT ATTORNEY**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

The Victim Witness job classifications are moving from Sheriff's oversight to the District Attorney's department. This will be effective July 5, 2022 by Board of Supervisors Resolution. Few changes were made to the job description, but small changes reflect this departmental move and I have added the relevant Penal Code to both job descriptions. The three (3) job description changes are minor and there are no changes to the pay schedules.

I am requesting Board of Supervisors approval for the following three (3) job descriptions:

- Victim Witness Advocate
- Victim Witness Coordinator

### **BACKGROUND AND DISCUSSIONS**

**Subject: Victim Witness Transfer to the District Attorney's authority and the job classifications to reflect these updates.**

In California, 54 of the 58 counties house their Victim Witness Program in the District Attorney's Office. Such an arrangement best serves the victims of crime as the District

Attorney's Office is uniquely positioned to provide support allowing the Victim Witness Program to meet its statutory obligations. This support includes victim and case information from the charging of a criminal case to its conclusion. The statutory obligations for Victim Witness are set forth in Section 13835.5 of the Penal Code which lists 14 mandatory and 10 optional services (a copy of the statute is attached). The majority of the mandatory services occur contemporaneously with a criminal prosecution. As the vast majority of California counties have recognized, the very best approach to assist and respect the needs of the victims of crime is to place the Victim Witness Program in the District Attorney's Office.

The Sheriff and the District Attorney have been working closely on this transfer and both are in agreement. The Victim Witness grantor, the California Office of Emergency Services (Cal-OES) has been briefed concerning this proposed transition and has demonstrated agreement, if not enthusiasm, for such a move.

Both positions needed minor updated job descriptions and the wages will not be changing. I am seeking Board of Supervisors approval for the updated job descriptions.

RESOLUTION NO. 2022-\_\_\_\_\_

**RESOLUTION TO AMEND PLUMAS COUNTY JOB CLASSIFICATIONS PLAN FOR  
VICTIM WITNESS ADVOCATE, VICTIM WITNESS COORDINATOR, AND  
TRANSFER JOB CLASSIFICATIONS TO DISTRICT ATTORNEY's DEPARTMENT  
AMENDING FISCAL YEAR 2022/2023 POSITION ALLOCATION FOR  
VICTIM WITNESS FUND #20420 EFFECTIVE JANUARY 1, 2023**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

**WHEREAS**, these positions are necessary in the daily operational needs of the District Attorney's Department; and

**WHEREAS**, the Human Resources Director has amended the job classification plan, revised the job descriptions, and position allocation to reflect the transfer to the District Attorneys department; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the Fiscal Year 2022/2023 Position Allocation for fund #20420; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. Approve amended job classifications for Victim Witness Advocate and Victim Witness Coordinator;
2. Approve the amendments to the Fiscal Year 2022/2023 Position Allocation for Fund #20420;
3. Fund #20420 will be transferred from the Sheriff's Office to the District Attorney's department effective January 1, 2023.

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 on the 16th day of August 2022, by the following vote:

**AYES:** Supervisors:  
**NOES:** Supervisors:  
**ABSENT:** Supervisors:

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Kevin Goss Chair, Board of Supervisors

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Heidi White, Clerk of the Board of Supervisors

# Attachment A

PLUMAS COUNTY

Revised: 6/2022

## VICTIM/WITNESS ADVOCATE

### **DEFINITION**

Under general direction, to provide crisis intervention, emergency assistance, resource and referral counseling, and follow-up counseling for victims and witnesses of crimes and domestic violence situations in accordance with the Victim/Witness Program as set forth in Section 13835.5 of the Penal Code; to assist with the development of community resources for victim/witness assistance; to represent the Victim/Witness Program with community organizations and agencies; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

Positions in this class are responsible for providing a variety of victim/witness and program support services for the Victim/Witness Program. Incumbents may be on 24-hour call.

### **REPORTS TO**

District Attorney

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **VICTIM/WITNESS ADVOCATE - 2**

### **EXAMPLES OF DUTIES**

- Provides counseling and crisis intervention support for program clients.
- Interviews victims and witnesses of crimes, advising them of restitution rights and the availability of services.
- Assesses needs and makes referrals to appropriate community resources and organizations.
- Provides orientation on the criminal justice system, court assistance and support, and case status/disposition for program clients.
- Arranges for return of property held as evidence.
- Assists with crime compensation claims.
- Arranges for temporary child care, transportation, and/or emergency food and shelter for program clients.
- Explains program procedures, policies, and services.
- May accompany victim/witness to the court, providing advocacy with attorneys and other law enforcement agencies.
- Assists victims with preparation and presentation of victim impact statements.
- Promotes the Victim/Witness Program in the local community.
- Works with community organizations to develop resources and appropriate referral services for victims and witnesses.
- Makes presentations as necessary.
- Maintains liaison with other law enforcement agencies.
- Maintains program records and enters data into a computer system.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## **VICTIM/WITNESS ADVOCATE - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Rules and regulations governing victim/witness services and programs.
- Community needs for victim/witness services.
- Functions of public law enforcement agencies and the criminal justice system.
- Principles of providing assistance to victims and witnesses of crimes.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.

#### **Ability to:**

- Provide a variety of client and program support services for the Victim/Witness Program.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to victim/witness services.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from applicants and recipients in difficult circumstances of deprivation or emotional disturbance.
- Assist with development of community referral resources for program clients.
- Effectively represent victim/witness programs in contacts with service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

#### **Training and Experience:**

Two (2) years of responsible work experience in dealing with victims and witnesses of crimes, or within the criminal justice system.

Advanced education in social or behavioral science, criminology, public administration, or administration of justice is highly desirable. 12 Semester units in an appropriate field may be substituted for one (1) year of the required experience.

#### **Special Requirements:**

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

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.

**VICTIM/WITNESS COORDINATOR****DEFINITION**

Under general direction, to plan, organize, and supervise the work of staff assigned to provide victim/witness services as set forth in Section 13835.5 of the Penal Code; to develop community resources for victim/witness assistance; to represent the Victim/Witness program with community organizations and agencies; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a single-position class responsible for the day-to-day operations of the Victim/Witness Program. Overall program direction and policies are provided by the District Attorney. The position's primary emphasis is on staff supervision, development of community resources, and program administration. The incumbents may also provide individual services to victims and witnesses.

**REPORTS TO**

District Attorney

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Victim/Witness Advocate and Secretary

## **VICTIM/WITNESS COORDINATOR - 2**

### **EXAMPLES OF DUTIES**

- Provides services pursuant to Section 13835.5 of Penal Code;
- Plans, organizes, coordinates, and oversees the Victim/Witness Program; ensures that legislative mandates are achieved;
- works with the District Attorney in the development of policies and guidelines;
- Supervises Victim/Witness Advocate personnel;
- Evaluates training needs and plans training activities;
- Works with community organizations to develop resources and appropriate referral services for victims and witnesses;
- Develops methods for explaining and promoting services;
- Maintains liaison with law enforcement agencies;
- provides professional and technical consultation on program matters;
- Assists with the development and monitoring of grant monies;
- Ensures proper expenditure controls;
- Provides individual services to victims and witnesses of crimes;
- Assesses victim and witnesses needs and provides referrals to support agencies for further assistance;
- Performs a variety of victim/witness administrative and support functions.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## WITNESS COORDINATOR – 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Rules and regulations governing victim/witness services and programs.
- Functions of public law enforcement agencies and the criminal justice system.
- Principles of providing assistance to victims and witnesses of crimes.
- Community needs for victim/witness services.
- Program development, monitoring, and evaluation.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Public personnel administration.
- Principles of supervision, training, and staff development.

#### **Ability to:**

- Plan, organize, and direct the functions of the Victim/Witness program.
- Analyze case problems, evaluate the effectiveness of staff efforts, and provide consultation to staff in solving problems.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to victim/witness services.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from applicants and recipients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for program clients.
- Effectively represent victim/witness programs in contacts with service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

## **VICTIM/WITNESS COORDINATOR - 4**

### **Training and Experience:**

Two (2) years of progressively responsible work experience in dealing with victims and witnesses of crimes, or within the criminal justice system equivalent to a Victim Witness Advocate with Plumas County.

Advanced in social or behavioral science, criminology, public administration, or administration of justice is highly desirable. Twelve (12) semester units in an appropriate field may be substituted for one (1) year of the required experience.

### **Special Requirement:**

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

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

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assist. Director

**AGENDA REQUEST**

For the August 16, 2022, meeting of the Plumas County Board of Supervisors

August 4, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill vacancy for One (1) FTE PW Maintenance Worker II position in the Beckwourth Maintenance District, discussion and possible action.

A handwritten signature in blue ink that reads "John Mannle".

**Background:**

There exists a vacancy for an FTE PW Road Maintenance Worker II effective immediately, due to a transfer to another district.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

**Recommendation:**

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy for one (1) FTE PW Maintenance Worker II position in the Beckwourth Maintenance District.

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Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Public Works Maintenance Worker / Public Works Maintenance Division – Beckwourth District**

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

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

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

**The minimum crew size for the Beckwourth area is 5. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 3 personnel to perform the activity. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 08/13/22**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 22/23 budget includes funds for this position.**

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

**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**

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

**Providing adequate maintenance necessary component to keep County roads in the Beckwourth Area in a safe condition for public use for all modes of travel.**

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

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Beckwourth Area.**

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

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

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

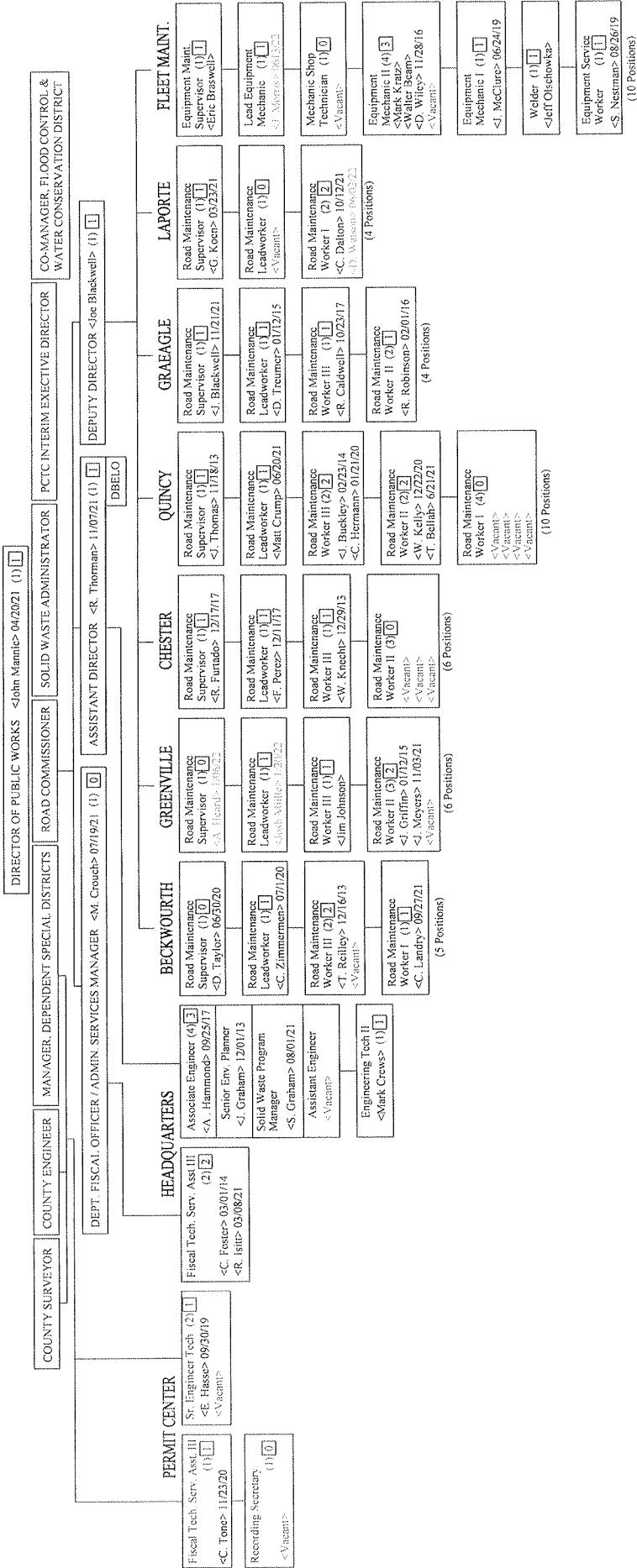
**No**

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

**Yes – \$1,069,000.**

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART





# OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

**Todd Johns**

SHERIFF/CORONER/O.E.S. DIRECTOR

**Date: August 11, 2022**

**To: The Honorable Board of Supervisors**

**From: Todd Johns, Sheriff, Coroner, O.E.S. Director**

**Subject: Victim Witness Transfer to the District Attorney's authority**

### **Recommendation:**

Request approval for a Resolution to transfer the Victim Witness Program from the Sheriff's Office to the District Attorney's Office on January 1<sup>st</sup>, 2023. Please also have the Board Chair sign the Certificate of Compliance with certain laws routinely abided by the County.

### **Background and Discussion**

The Sheriff and the District Attorney have been working closely on this transfer and both are in agreement. The Victim Witness grantor, the California Office of Emergency Services (Cal-OES) has agreed to the transfer. In order to transfer the grant to the supervision of the District Attorney mid-year, Cal-OES requires a Board Resolution designating the District Attorney as the lead agency for the VW Program as of January 1, 2023. The Resolution has been approved as to form by the County Counsel.

The Victim Witness Grant requires the Chair of the Board of Supervisors to sign a Certificate of Assurance of Compliance with several laws, which the County of Plumas routinely abides by, including the Equal Employment Opportunity Act, the Drug-Free Workplace Act of 1990, the California Environmental Quality Act, and other similar governmental requirements. The original of this document is on file with the Clerk of the Board and has been approved as to form by County Counsel.

Please approve the Resolution and Certificate of Compliance for the Victim Witness Program to be transferred to the Plumas County District Attorney on January 1<sup>st</sup> 2023.

\*\*Some notes on "Why transfer to the DA".

1. In line with the rest of the state
2. Best position to serve victims of crime. DA involved charging thru sentencing.
3. Return to statutory consistence with mandatory duties of victim/witness.

Todd Johns  
Sheriff, Coroner, O.E.S. Director  
Plumas County Sheriff's Office  
(530) 283-6392  
[tjohns@pcso.net](mailto:tjohns@pcso.net)

## **RESOLUTION No. 2022-**

**WHEREAS** the Plumas County Board of Supervisors desires to undertake a certain project designated Plumas County Victim Witness Program to be funded from grants made available through the California Office of Emergency Services (hereafter referred to as Cal-OES); and

**WHEREAS**, the Plumas County Victim Witness Program is currently administered by the Sheriff of Plumas County; and

**WHEREAS**, the Plumas County Board of Supervisors desires to transfer administration of the Plumas County Victim Witness Program from the Sheriff of Plumas County to the Office of the District Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that the Office of the District Attorney is authorized, on behalf of the Board, to administer the grants provided by Cal-OES related to the Plumas County Victim Witness Assistance Program and is authorized to sign and approve any Grant Award Agreements with Cal-OES including extensions or amendments thereof effective January 1, 2023.

**BE IT FURTHER RESOLVED** that any liability arising out of the performance of these Grant Award Agreements, including civil court actions for damages, shall be the responsibility of the Plumas County District Attorney and the County of Plumas, in that the State of California and Cal-OES disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on August 16, 2022 by the following:

Vote:

**Ayes:**

**Noes:**

**Absent:**

Signature:

\_\_\_\_\_  
KEVIN GOSS, Chair  
Plumas County Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
HEIDI WHITE, Clerk of the Board  
Plumas County Board of Supervisors

Date: \_\_\_\_\_



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 2nd, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *TJ*

**RE:** Agenda Item for the meeting of August 16th, 2022

**RECOMMENDATION:**

Board of Supervisors review and approve the Sheriff to sign the Bureau of Justice Assistance / Small Rural and Tribal Law Enforcement Agency Body-Worn Camera policy and implementation grant for \$41,179.00 effective January 1<sup>st</sup>, 2022 ending on December 31<sup>st</sup>, 2024.

**BACKGROUND & DISCUSSION:**

The Plumas County Sheriff's Office requests the Board of Supervisors authorization for the Sheriff to sign the BJA / SRT grant to be utilized to pay for half of the cost of born-worn cameras supplied by Lenslock for a two-year period. BWC will be used by patrol and correctional staff when appropriate in order to help reduce litigation, enhance transparency, community trust and provide additional evidence for prosecution by the District Attorney.

RESOLUTION NO. 22- \_\_\_\_\_

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY SHERIFF TO (1) CONTRACT WITH BUREAU OF JUSTICE ASSISTANCE UNDER AGREEMENT NUMBER 29338479, (2) EXECUTE SMALL RURAL AND TRIBAL BODY-WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM AGREEMENTS, AND (3) AMEND THE AGREEMENT AS REQUIRED.

**WHEREAS**, the County of Plumas and the Bureau of Justice Assistance desire to contract under agreement number 29338479, and,

**WHEREAS**, the Bureau of Justice Assistance will provide \$40,179.00 for Plumas County in accordance with Small Rural and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation; and,

**WHEREAS**, the Bureau of Justice Assistance requires the Board of Supervisors to adopt a resolution authorizing a single Contractor to sign the aforementioned agreement; and,

**WHEREAS**, the need to have Body-Worn Cameras policy and program implantation is critical to provide officers with guidelines on how and when to use body-worn cameras that will assist in criminal investigations and prosecutions as well as civil litigation and public transparency, and it is to the County's benefit to authorize the Plumas County Sheriff to take such actions without delay.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of the County of Plumas, State of California:

1. Authorizes the Plumas County Sheriff to accept and bind the County to any and all agreements and amendments relating to Agreement Number 29338479 to a maximum amount of \$40,179.00 (Forty Thousand, On Hundred and Seventy-Nine Dollars and Zero cents) for the life of the agreement which terminates on December 31<sup>st</sup>, 2024.
2. Authorizes the Plumas County Sheriff to execute any and all Agreements and other documentation necessary to apply for and accept the agreement, subject to approval as to form by the Plumas County Counsel

**BE IT FURTHER RESOLVED**, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to the Agreement.

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 16th day of August, 2022, and the resolution was duly adopted at said meeting by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

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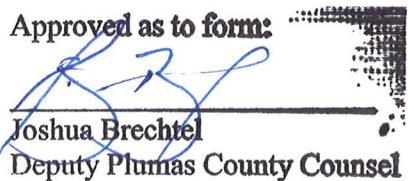
Kevin Goss, Chair  
Plumas County Board of Supervisors

**ATTEST:**

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Heidi White, Clerk of the Board of Supervisors  
County of Plumas, State of California

Approved as to form: 

  
Joshua Brechtel  
Deputy Plumas County Counsel

# Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN  
Plumas County Sheriff's Office  
And



Justice &amp; Security Strategies, Inc.

**COPY**

SUBAWARD INFORMATION	
<b>Name:</b>	Plumas County Sheriff's Office
<b>Address:</b>	1400 E MAIN ST QUINCY, CA 95971
<b>Award Number</b>	29338479
<b>Federal Identification Number</b>	94-6000528
<b>Micro-grantee DUNS/UEI</b>	136165549 / KKF4R058DB89
<b>Program Period: Start Date - End Date</b>	01/01/2022-12/31/2024
<b>Total Amount of the Federal Award</b>	\$ 40,179.00
<b>Match Amount</b>	\$ 40,179.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Plumas County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Plumas County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 <a href="mailto:info@srtbwc.com">info@srtbwc.com</a> , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

**Federal Award Number:** 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office of Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the opinions of the Bureau of Justice Assistance or the Department of Justice.

**Approved as to form:**

*Y. Brechtel*  
Joshua Brechtel  
Deputy Plumas County Counsel

## Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
  - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
  - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
  - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
  - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
  - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
  - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
  - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
  - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
    - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
    - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards; referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.

## Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at  
<https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at:  
[https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ\\_FinancialGuide\\_1.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf).

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.

- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government—as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise—in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
  - a) Severe forms of trafficking in persons
  - b) Procurement of a commercial sex act
  - c) Use of forced labor in the performance of the Subgrant
  - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
  - a) Trainers comply with the law and cannot discriminate.
  - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
  - c) Trainers must be well-qualified in the subject area.
  - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.
- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.
- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work

developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 3, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns *TO*  
**RE:** Agenda Items for the meeting of August 16, 2022

**It is recommended that the Board:**

Approve & authorize fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; from dept 70350 not to exceed \$28,000.00 in FY 22/23 prior to budget adoption.

Authorize auditor to pay invoice # 2022117 from JBT Marine without a contract in the amount of \$27,994.03 for the new boat engine, labor and expenses related to installation; to repower law enforcement patrol boat.

**Background and Discussion:**

On June 21, 2022, the Board of Supervisors approved the fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; from dept 70350 not to exceed \$26,000.00 in FY 22/23 prior to budget adoption. Addition work was required, and the cost increased. Approval not to exceed \$28,000.00 is now requested to be approved. The costs will be incurred within the Sheriff's Boating Safety & Enforcement budget and the preliminary budget request will be adjusted to reflect the change in cost.

The Sheriff's Office respectfully requests approval to submit invoice #2022117 from JBT Marine in the amount of \$27,994.03 to the Auditor for payment and authorize the Auditor to pay the invoice submitted without a contract. The vendor was chosen and approved by the Department of General Services because the vendor was able to obtain the equipment and get it installed within the grant award period. This was helpful because of the supply chain issues but it was a vendor that we do not normally use.

# JBT MARINE

260 D GARDEN HIGHWAY  
YUBA CITY, CA. 95991  
SHOP 530-742-5752

AUTH: 25041422-01

INVOICE #

2022117

DATE

4/11/2022

BILL TO  
PLUMAS COUNTY SHERIFF  
1400 EAST MAIN STREET  
QUINCY, CA 95971  
SGT BEATLEY 530.927.7376

MECHANIC  
GRANT

WORK TYPE  
ENGINE

STATUS  
F - Contacted Customer

STATUS DATE  
8/1/2022

roni@pcso.net

## BOAT INFORMATION

Type	Color	Hrs	Main Engine
DESIGN CONCEPTS			DGS: 90023285
CF #	Hull #		Kicker Engine
CF2939XC	GRZ10158K192		ken.winters@dgs.ca.gov

DATE	DESCRIPTION OF WORK	QTY	UNIT PRICE	AMOUNT	SHOP HRS
	INSTALLATION OF COMPLETE NEW 5.3L DIRECT INJECTED KODIAK ENGINE				
	** COMPLETED INSTALLATION - MODIFIED ENGINE MOUNTS AS NEEDED,				
	MODIFIED EXHAUST (ENLARGED TO 4" FOR GM-BASED ENGINE), MODIFIED				
	WIRING, REPLACED ENGINE OIL PRESSURE AND TEMP GAUGES TO FUNCTION				
	WITH NEW COMPUTER. VERIFIED ENGINE FUNCTION PER DESIGN **				
	LABOR TO INSTALL				24.00
	ANY MODIFICATIONS NECESSARY TO MAKE ENGINE FIT ARE ADDITIONAL				
	** FOUND ENGINE COVER WOULD NOT FIT NEW ENGINE - FABRICATED NEW				9.10
	ENGINE COVER AND COVERED WITH MARINE CARPET **				
	REBUILD PUMP IF IMPELLERS AND SHAFT ARE IN GOOD CONDITION				
	** FOUND IMPELLERS WORN CONSISTENT WITH USE BUT IN GOOD CONDITION -				10.00
	SHAFT IN GOOD CONDITION, RESURFACED IMPELLERS, ADJUSTED IMPELLER				
	CLEARANCE AND REPLACED THE MAIN PUMP BEARING ASSEMBLY **				
	L/MSG 8/1 1437hrs				
	PREVIOUS CONTACT: DICK WUSTRACK 530.616.0654				
	SHOP SUPPLIES			299.55	
	NON TAXABLE SERVICES		NON TAX TOTAL	575.00	SHOP HRS TOTAL
	HAZARDOUS WASTE FUEL @ \$4.00 per GAL				43.10
	HAZARDOUS WASTE OIL @ \$2.00 per GAL				
	HAZARDOUS WASTE COOLANT @ \$1.60 per GAL				
	SHIPPING:			575.00	575.00

*Thank you for your business!*

JBT MARINE employees may operate above vessel and trailer for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vessel and trailer to secure that JBT MARINE will not be held responsible for loss or damage to the vessel or trailer or articles left in the vessel or trailer in case of fire, theft, amount of repairs thereto, accident or any other cause beyond our control.

TAXABLE SUBTOTAL	\$ 19,979.61
TAX @ 7.25%	\$ 1,448.52
LABOR @ \$139 PER HR	\$ 5,990.90
Minus Deposit & Credits	\$ -
<b>TOTAL</b>	<b>\$ 27,994.03</b>

CUSTOMER SIGNATURE

I hereby authorize the above repair work to be completed along with any applicable parts and/or materials.

ANY BOAT LEFT OVER 15 DAYS AFTER COMPLETION IS SUBJECT TO A \$25.00 PER DAY STORAGE FEE

JBT MARINE HONORS A 30 DAY WARRANTY ON PARTS AND LABOR

ANY BOAT OR MOTOR LEFT OVER 30 DAYS AFTER COMPLETION WILL BE FORFEITED AND BECOME THE PROPERTY OF JBT MARINE 30 DAYS WARRANTY ON PARTS AND LABOR

APPROVED  
DEPT. GEN SVS. FLEET & ASSET MGMT  
BY: *Ken Winters*  
INSPECTOR OF AUTOMOTIVE EQUIP

JBT MARINE

STATE OF CALIFORNIA  
**EQUIPMENT INSPECTION REPORT**  
DGS OFAM 6 (Revised 2/2020)

DEPARTMENT OF GENERAL SERVICES  
OFFICE OF FLEET AND ASSET MANAGEMENT

To: PLUMAS CO.SHERIFF

				Inspector Number			License Number		
Date 08/03/22	# of Cyl. 8	Year 1992	Make DESIGN CONC	Model PATROL VESSEL	Equipment Type M/BOAT			E CF 2939 XC	
Department BOATING & WATERWAYS	Location SACTO.			Agency Code 32000			Odometer or Hourmeter CF 2939 XC		
Inspection A Complete	Inspection B Mechanical	Status Repair			Amount Approved \$ 27,994.03	Savings \$	Disposition Retain	Agency Equipment Number 90023285 / BOAT - 8	
Invoice Number: 2022117	Date: 08/01/22		Vendor: JBT MARINE,		City: YUBA CITY				
Legend: S - Satisfactory I - Instructions R - Repair Accomplished									
	S	I	R	Comments					
1 VIN No.	<input type="checkbox"/>				GRZ10158K192, DESIGN CONCEPTS				
2 Oil-Lube	<input type="checkbox"/>								
3 Preventive Maintenance	<input type="checkbox"/>								
4 Safety	<input type="checkbox"/>								
5 Electrical	<input type="checkbox"/>								
6 Tires-Wheels	<input type="checkbox"/>								
7 Body-Fenders	<input type="checkbox"/>								
8 Engine	<input type="checkbox"/>				REPOWER				
9 Drive Train	<input type="checkbox"/>				REBUILD JET PUMP				
10 Cooling	<input type="checkbox"/>								
11 Exhaust	<input type="checkbox"/>								
12 Brakes	<input type="checkbox"/>								
13 Steering	<input type="checkbox"/>								
14 Suspension	<input type="checkbox"/>								
15 Heater-A/C	<input type="checkbox"/>								
16 Emissions	<input type="checkbox"/>								
17 Other	<input type="checkbox"/>								
18 Other	<input type="checkbox"/>								
Survey Recommended	Authorization Number			Inspector of Automotive Equipment Signature				Email Address	Phone Number
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	25041422-01			Ken Winters				ken.winters@dgs.ca.gov	(916) 591-9296
Instruction to Vendor									
Obtain Approval: <input type="checkbox"/> YES <input type="checkbox"/> NO									
Estimated Cost: \$									

Digitally signed by Ken Winters  
Date: 2022-08-03 01:56:03 -07'00

Estimated Cost: \$  
Instruction to Vendor  
Obtain Approval:  YES  NO



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District  
Kevin Goss, Chair 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Greg Hagwood, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

## **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 21, 2022**

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## **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

## **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.

### **CALL TO ORDER/ROLL CALL**

#### **Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

### **PLEDGE OF ALLEGIANCE**

Tom McGowan led the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Add deliberation of Public Hearing for Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing to Closed Session



### **PUBLIC COMMENT OPPORTUNITY**

Pastor George offered a prayer for the County

USFS gave a report and update on recover projects, hazard tree project, and burn projects.



### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

No County Department Head announcements at this time.

## **ACTION AGENDA**

### **CONSENT AGENDA**

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

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

### **A. FACILITY SERVICES**

Approve and authorize the Chair to sign Lease Agreement between Plumas County Facility Services and Liberty Utilities, LLC (CalPeco Electric) to utilize the Portola Memorial Hall as a Customer Resource Center during Public Safety Shutoff Events; \$300.00 each day of the PSPS events; approved as to form by County Counsel.

**B. INFORMATION TECHNOLOGY**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and KnowBe4, Inc., for security awareness training software; not to exceed \$22,410.00, over a 3 year term of service; approved as to form by County Counsel.
- 2) Authorize no contract payment of \$8,794.50 to Tangent Computer, for email archival software maintenance and support.

**C. PLANNING**

Approve and authorize the Chair to sign Agreement between Plumas County Planning Department and Hinman Associates Consulting, Inc. for FY 2022-2023, to provide support services in the implementation of the Upper Feather River Integrated Regional Water Management Program (UFR IRWM) and the Sierra Valley Sub-Basin Groundwater Sustainability Plan (GSP); Not to exceed \$25,000.00; approved as to form by County Counsel.

**D. SHERIFF**

Approve and authorize the Chair to sign Second Amendment to Agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass; increasing the agreement amount by \$20,000.00; due to expenses being greater than anticipated; approved as to form by County Counsel.

**2.  PRESENTATION - Standard Strategic Wildland Urban Interface - Bill Jacks**

Tracey Ferguson made comment for the Plumas County Fire Safe Council regarding WUI boundaries.

** SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Flood Control & Water Conservation District Governing Board**

**3.  FLOOD CONTROL & WATER CONSERVATION DISTRICT – John Mannle**

- A. Adopt **RESOLUTION** approving Agreement between the Plumas County Flood Control and Water Conservation District and The State of California Department of Water Resources for Table "A" water supply; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**
- B. Approve and authorize the Chair to sign agreement between the Plumas County Flood Control and Water Conservation District and The State of California Department of Water Resources, for additional water allocation for 2021; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve items 3A and 3B, and Adopt **RESOLUTION** approving Agreement between the Plumas County Flood Control and Water Conservation District and The State of California Department of Water Resources for Table "A" water supply; Approve and authorize the Chair to sign agreement between the Plumas County Flood Control and Water Conservation District and The State of California Department of Water Resources, for additional water allocation for 2022

**Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

** Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

#### 4. DEPARTMENTAL MATTERS

##### A. AGRICULTURE WEIGHTS AND MEASURES – Willo Vieira

- 1) Authorize the Agriculture Department / Weights and Measure to recruit and fill; 1.0 FTE Agricultural and Standards Management Analyst I/ II; vacancy due to retirement; discussion and possible action.
- 2) Approve and authorize the Agricultural Department/ Weights and Measures to fund both the Agricultural Standards Management Analyst I/II new hire and Melissa Nisbet, Agricultural Standards Management Analyst I during a period of time not longer than four weeks, to provide training and to new hire; discussion and possible action.

**Motion:** Approve both Items 4A1 and 4A2, to Authorize the Agriculture Department / Weights and Measure to recruit and fill; 1.0 FTE Agricultural and Standards Management Analyst I/ II; and Approve and authorize the Agricultural Department/ Weights and Measures to fund both the Agricultural Standards Management Analyst I/II new hire and Melissa Nisbet, Agricultural Standards Management Analyst I during a period of time not longer than four weeks, to provide training and to new hire, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola. Motion passed unanimously.

##### B. BEHAVIORAL HEALTH – Sharon Sousa

Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Supportive Services Tech positon; and recruit and fill, funded and allocated 1.0 Extra Help Behavioral Health Support Services Tech within Department 70571; discussion and possible action.

**Motion:** Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Supportive Services Tech positon; and recruit and fill, funded and allocated 1.0 Extra Help Behavioral Health Support Services Tech within Department 70571, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

##### C. SHERIFF – Todd Johns

- 1) Approve and authorize fixed asset vehicle purchase and equipping of five (5) 2022 Ford Explorers from dept. 70331, not to exceed \$250,000.00; and one (1) 2022 Ford Explorer from dept. 70387 not to exceed \$50,000.00 in FY 22/ 23; discussion and possible action. **Four/ fifths roll call vote**
- 2) Approve and authorize fixed asset vehicle purchase in FY 22/ 23 should vehicles arrive prior to complete budget adoption; discussion and possible action. **Four/ fifths roll call vote**
- 3) Approve and authorize fixed asset boat engine purchase in FY 22/ 23 should engine arrive prior to complete budget adoption; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve items 4C1, 4C2 and 4C3; Approve and authorize fixed asset vehicle purchase and equipping of five (5) 2022 Ford Explorers from dept. 70331, not to exceed \$250,000.00; and one (1) 2022 Ford Explorer from dept. 70387 not to exceed \$50,000.00 in FY 22/ 23; Approve and authorize fixed asset vehicle purchase in FY 22/ 23 should vehicles arrive prior to complete budget adoption; and Approve and authorize fixed asset boat engine purchase in FY 22/ 23 should engine arrive prior to complete budget adoption

, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

D.  **PLANNING DEPARTMENT** – Tracey Ferguson

- 1) Approve and authorize Chair to sign Plumas County scoping comment letter to Plumas National Forest responding to a Notice of Proposed Action for the Community Protection Project ("Protect Project"); discussion and possible action

Following discussion

**Motion:** following the drafting the amendments to the Plumas County scoping comment letter as directed by the Board; Approve and authorize Chair to sign Plumas County scoping comment letter to Plumas National Forest responding to a Notice of Proposed Action for the Community Protection Project ("Protect Project"); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

5.  **BOARD OF SUPERVISORS**

- A.  Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on August 16, 2022.
- B.  Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on July 19, 2022

**Motion:** Approve Items 5A & 5B following Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; and recommend to continue the emergency and bring back within 60 days, on August 16, 2022, and following Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; and recommend to continue the emergency and bring back within 30 days, on July 19, 2022,

**Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

- C.  Appoint Judy Leland, Laurie Rawlings Betta, and Laura Kearns to the Indian Valley Parks and Recreation District; to form a quorum; discussion and possible action.

**Motion:** Appoint Judy Leland, Laurie Rawlings Betta, and Laura Kearns to the Indian Valley Parks and Recreation District, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

D.  **PUBLIC HEARING TIME CERTAIN: 10:00 A.M.**

Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 005-055-007-000 located at 134 Roeder Ave., Indian Falls, CA

- Code Enforcement Officer gave a brief report regarding Beckwourth Complex and Dixie Fires Debris Nuisance Abatement No. 005-055-007-000 at 134 Roeder Ave., Indian Falls, CA
- Supervisor Goss Opened the Public Hearing to public comment.
- Hearing none, property owner(s) Ralph and Joanne Niel were not present.

- This matter will be brought back to the Board for Closed Session and written decision within 5 days

 **CORRESPONDENCE**

- Supervisor Thrall received routine correspondence, but nothing out of the ordinary.
- Supervisor Hagwood received correspondence regarding issues up at Bucks Lake; correspondence regarding code enforcement on properties in Quincy Proper & East Quincy; conversation with a local business owner regarding the Recreational Economy, Tourism forum that was held a couple weeks ago.
- Supervisor Engel received correspondence regarding issues up at Bucks Lake.
- Supervisor Ceresola received correspondence from the Beckwourth Volunteer Fire Department; also regarding the Fire Consolidation moving forward.
- Supervisor Goss received correspondence regarding the new DTSC program in Greenville.

 **INFORMATIONAL ANNOUNCEMENTS**

Reported by Supervisor Thrall regarding matters related to County Government and include a meeting with Cal Trans Consultant regarding the Entry Monuments that will be at both ends of Town.

Reported by Supervisor Hagwood regarding matters related to County Government and include a meeting with Building, Planning, and some top ranking positions with Sierra Pacific Industries regarding addressing the issue of affordable housing.

Reported by Supervisor Engel regarding matters related to County Government, there were no meetings scheduled this week.

Reported by Supervisor Ceresola regarding matters related to County Government, there were no meetings scheduled this week.

Reported by Supervisor Goss regarding matters related to County Government and include the meeting with RCRC, and all of the new projects; and a meeting with Sierra Pacific Industries regarding addressing the issue of affordable housing.

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**Afternoon Session 1:00 P.M.**

6.  **PLANNING DEPARTMENT** – Tracey Ferguson

**PUBLIC HEARING TIME CERTAIN 1:00 P.M.**

Introduce and waive the first reading of an **ORDINANCE** of the County of Plumas, State of California, Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, Section 9-2.276. **Roll call vote**

**Motion:** **ORDINANCE** of the County of Plumas, State of California, Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, Section 9-2.276 read and continued to July 5, 2022 for adoption, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

7.  **CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000
- B. 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
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code Section 54956.9 – California Department of Water Resources v. All Person Interested in the Matter of the State Water Project Water Supply Contract Amendments for Continued Service and the Terms and Conditions Thereof, Superior Court of California, County of Sacramento, Case No. 34-2018-00246183, 34-2019-80003047, 34-2019-80003053
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020-00283112.
- G. Discussion of Time Certain Public Hearing for Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing

 **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

Supervisor Goss reported out of closed session:

Items 7A, 7B, and 7D were not discussed.

- Urgency item of Public Hearing for Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was taken up in closed session, and a decision was made; letter of decision to be sent via Certified mail.
- There were no other reportable actions taken in Closed Session.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, June 28, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

**BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors *(T.F.)*

**FROM:** Tracey Ferguson, AICP, Planning Director

**MEETING DATE:** August 16, 2022

**SUBJECT:** CALIFORNIA DEPARTMENT OF WATER RESOURCES  
2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF  
GRANT PROGRAM SIERRAVILLE PUBLIC UTILITIES  
DISTRICT BOOSTER STATION REPLACEMENT  
PROJECT APPLICATION

**STAFF RECOMMENDATION:**

Approve and authorize the Chair to sign Resolution authorizing the 2021 Urban and Multibenefit Drought Relief Grant Program application, acceptance, and execution for the Sierraville Public Utilities District Booster Station Replacement Project.

**BACKGROUND:**

Plumas County intends to apply for grant funding from the California Department of Water Resources for the Sierraville Public Utilities District Booster Station Replacement Project. Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant (P1R1IG) Agreement 4600013818 on behalf of the Upper Feather River IRWM Region. Project 1 of the Plumas County P1R1IG is the Sierraville Public Utilities District Booster Station Replacement Project and has been awarded \$627,660.00.

Due to increasing inflationary costs since the P1R1IG grant award, the project construction costs have increased significantly.

The Upper Feather River IRWM Region is located within the Mountain Counties Funding Area and is a party to the Mountain Counties Funding Area Memorandum of Commitment, which specifies an equal allocation of funding through the Proposition 1 Disadvantaged Community (DAC) Involvement Program for each member within the Funding Area, thereby establishing the Funding Area as a non-competitive region for grant funds distributed under the program.

On March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Urban and Multibenefit Drought Relief Grant Program DAC Set Aside funding, anticipated at \$525,000.00 and includes a 5% or \$26,250.00 Plumas County Grant Administration, to support the completion of the P1R1IG Project 1 Sierraville Public Utilities District Booster Station Replacement Project.

No other match is required.

Approved as to form by County Counsel.

**RESOLUTION:**

The Resolution is in the form the California Department of Water Resources requires for the Grant Program application submission.

The Resolution authorizes the Plumas County Board of Supervisors Chair, or designee (Planning Director), to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding; to execute the funding agreement with the Department of Water Resources and any amendments thereto; and to submit any required documents, invoices, and reports required to obtain grant funding.

**ATTACHMENT:**

2021 Urban and Multibenefit Drought Relief Grant Program Resolution

**RESOLUTION NO. 22-**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF PLUMAS**  
**AUTHORIZING**  
**THE 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**  
**APPLICATION, ACCEPTANCE, AND EXECUTION**  
**FOR THE SIERRAVILLE PUBLIC UTILITIES DISTRICT**  
**BOOSTER STATION REPLACEMENT PROJECT**

**WHEREAS**, Plumas County proposes to implement the Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant (P1R1IG) Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

**WHEREAS**, Project 1 of the Plumas County P1R1IG is the Sierraville Public Utilities District Booster Station Replacement Project and has been awarded \$627,660.00; and

**WHEREAS**, due to increasing inflationary costs since the P1R1IG grant award, the project construction costs have increased significantly; and

**WHEREAS**, the Upper Feather River IRWM Region is located within the Mountain Counties Funding Area and is a party to the Mountain Counties Funding Area Memorandum of Commitment, which specifies an equal allocation of funding through the Proposition 1 Disadvantaged Community (DAC) Involvement Program for each member within the Funding Area, thereby establishing the Funding Area as a non-competitive region for grant funds distributed under the Program; and

**WHEREAS**, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Urban and Multibenefit Drought Relief Grant Program DAC Set Aside funding, anticipated at \$525,000.00, to support the completion of the P1R1IG Project 1 Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, there is no required match and the Grant Program allows for a portion of the funding to be dedicated to Plumas County for grant administration.

**THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.
2. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

**CERTIFICATION** I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, and motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Kevin Goss  
Chair, Board of Supervisors

Attest:

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Heidi White  
Clerk of said Board of Supervisors

Approved as to form:



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Gretchen Stuhr  
Plumas County Counsel

**BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*

**MEETING DATE:** August 16, 2022

**SUBJECT:** CALIFORNIA DEPARTMENT OF WATER RESOURCES  
PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER  
MANAGEMENT IMPLEMENTATION GRANT  
INDIAN VALLEY COMMUNITY SERVICE DISTRICT NORTH  
MAIN EXTENSION WATER USE EFFICIENCY AND  
RELIABILITY PROJECT APPLICATION

**STAFF RECOMMENDATION:**

Approve and authorize the Chair to sign Resolution authorizing the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant application, acceptance, and execution for the Indian Valley Community Service District North Main Extension Water Use Efficiency and Reliability Project.

**BACKGROUND:**

Plumas County intends to apply for grant funding from the California Department of Water Resources for the Indian Valley Community Service District North Main Extension Water Use Efficiency and Reliability Project.

Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant Agreement 4600013818 on behalf of the Upper Feather River IRWM Region. Project 2 of the Plumas County Proposition 1 Round 1 funding is the North Main Water Use Efficiency and Reliability Project and has been awarded \$304,000.00.

On March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Round 2 funding, at \$143,696.67, to continue to support the Indian Valley Community Service District with the extension of water lines under a separate North Main Extension Water Use Efficiency and Reliability Project.

The grant allows for a portion of the funding to be dedicated to Plumas County for grant administration.

No other match is required.

Approved as to form by County Counsel.

**RESOLUTION:**

The Resolution is in the form the California Department of Water Resources requires for the Grant Program application submission.

The Resolution authorizes the Plumas County Board of Supervisors Chair, or designee (Planning Director), to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding and to execute the funding agreement with the Department of Water Resources.

**ATTACHMENT:**

Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Resolution

**RESOLUTION NO. 22-**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF PLUMAS**  
**AUTHORIZING**  
**THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT**  
**IMPLEMENTATION GRANT**  
**APPLICATION, ACCEPTANCE, AND EXECUTION**  
**FOR THE**  
**INDIAN VALLEY COMMUNITY SERVICE DISTRICT NORTH MAIN EXTENSION**  
**WATER USE EFFICIENCY AND RELIABILITY PROJECT**

**WHEREAS**, Plumas County proposes to implement the Indian Valley Community Service District North Main Water Use Efficiency and Reliability Project; and

**WHEREAS**, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Indian Valley Community Service District North Main Water Use Efficiency and Reliability Project; and

**WHEREAS**, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

**WHEREAS**, Project 2 of the Plumas County Proposition 1 Round 1 funding is the North Main Water Use Efficiency and Reliability Project and has been awarded \$304,000.00; and

**WHEREAS**, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Round 2 funding, at \$143,696.67, to continue to support the Indian Valley Community Service District with the extension of water lines under a separate North Main Extension Water Use Efficiency and Reliability Project; and

**WHEREAS**, there is no required match and the Implementation Grant allows for a portion of the funding to be dedicated to Plumas County for grant administration.

**THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, as follows:

1. The proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and
2. To enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and

3. The Chair of the Board of Supervisors, or designee (Planning Director), is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

**CERTIFICATION** I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, and motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Kevin Goss  
Chair, Board of Supervisors

Attest:

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Heidi White  
Clerk of said Board of Supervisors

Approved as to form:



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Gretchen Stuhr  
Plumas County Counsel



## BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *(T.F.)*

MEETING DATE: August 16, 2022

MEETING LOCATION: BOARD OF SUPERVISORS CHAMBERS, ROOM 308  
COURTHOUSE, 520 MAIN STREET  
QUINCY, CA 95971

SUBJECT: PUBLIC HEARING 10:00AM– DISCUSSION OF POSSIBLE 2022  
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
ECONOMIC DEVELOPMENT AND PLANNING APPLICATION  
SUBMISSIONS

### **STAFF RECOMMENDATION:**

1. Hold public hearing and receive public input.
2. Approve and authorize the Chair to sign Resolution approving the submission of two CDBG applications for funding activities “Greenville Economic Development” and “Countywide Disaster Recovery Planning” and the execution of a grant agreement and any amendments thereto from the 2021-2022 Funding Year of the State CDBG Program.

### **BACKGROUND:**

On April 19, 2022, the California Department of Housing and Community Development (HCD) announced the release of a Notice of Funding Availability (NOFA) for approximately \$30 million in federal funds for the 2022 Community Development Block Grant (CDBG) program.

Funding for this NOFA is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing Community Development Act of 1974, as amended and 24 Code of Federal Regulation (CFR) Part 570 Subpart I “State Community Development Block Grant Program.” These regulations require the state to make funds available to units of general local government in the state’s non-entitlement areas.

Units of general local government are defined by HUD as political subdivisions of the state, which in California are towns, cities, and counties.

It is estimated that the funding of the State 2022 CDBG program allocation is approximately \$30,000,000. Eligible cities and counties may submit applications for CDBG funds under the 2022 NOFA for a maximum per application request of \$1,500,000.00.

CDBG funds are provided as grants for a wide range of activities directed toward Economic Development, improvement of community facilities and infrastructure, neighborhood revitalization, and public services.

All CDBG activities must meet one of the following National Objectives:

1. benefit low- and moderate-income (LMI) persons;
2. aid in the prevention or elimination of slums and blight; or
3. meet certain urgent community needs.

LMI National Objective consists of the following categories:

- a. Low- to moderate-income Limited Clientele (LMC) as defined by income limits or presumed benefit, refers to persons who earn 80 percent or less of HUD's Adjusted Median Family Income (HAMFI) for the county of residence, as updated annually by HUD.
- b. Low- to moderate-income Area (LMA) is identified using census tracts and block groups. LMA may also be identified through an income survey.
- c. Low- to Moderate-Income Housing (LMH) as defined by household income limits is a household earning 80 percent or less of HAMFI.
- d. Low- to Moderate-Income Jobs (LMJ) based on the number of full-time equivalent jobs created or retained.

Slums and Blight on an area basis (SBA) and on a spot basis (SBS) areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution before the activity is considered.

Urgent Need criteria is established at 24 CFR §570.483(d). No Urgent Need applications will be accepted through the NOFA application process without prior HCD approval.

Of the three National Objectives, Plumas County intends on meeting the LMI National Objective for funding activities "Greenville Economic Development" and "Countywide Disaster Recovery Planning."

### **PUBLIC HEARING:**

Notice of the public hearing (Attachment 1) was published on August 5, 2022 (10 days prior to the public hearing) as follows:

- Plumas News Public Notices Webpage:  
<https://www.plumasnews.com/category/public-notices/>
- Plumas County Planning Department Webpage:  
<https://www.plumascounty.us/89/Planning-Department>
- Plumas County Planning and Building Services Office (555 Main Street, Quincy, CA)  
Main Door Bulletin Board
- Plumas County Courthouse (520 Main Street, Quincy, CA )  
Third Floor Bulletin Board

The public notice states the Plumas County Board of Supervisors will conduct a public meeting on August 16, 2022, at 10:00AM at 520 Main Street, Room 308, Board of Supervisors Chambers in order to discuss possible applications for funding under the State Community Development Block Grant (CDBG) Program.

If you are unable to attend the public hearing, you may direct written comments to Plumas County, at 555 Main Street, Quincy, CA 95971, or you may telephone Tracey Ferguson, Planning Director, Plumas County Planning Department, at 530-283-6214 or [traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com). In addition, information is available for review at the above address between the hours of 8:00AM and 5:00PM Monday – Thursday.

Eligible activities under the 2022 NOFA consist of:

- homeownership assistance and housing rehabilitation programs;
- public facility and public improvements projects (including public improvements in support of new housing construction);
- public service programs; and
- planning studies, economic development, business assistance, and microenterprise activities.

The purpose of the public hearing is to give the public an opportunity to make their comments known, including what types of eligible activities Plumas County should apply for under the State CDBG program.

For the public's awareness, Plumas County anticipates applying for the following eligible activities in the following amounts:

Economic Development:	\$750,000.00
Activity name:	Greenville Economic Development
Activity description:	Fund start-up equipment and supplies for Greenville businesses that lost everything in the Dixie Fire.
Planning Studies:	\$250,000.00
Activity name:	Countywide Disaster Recovery Planning
Activity description:	Fund comprehensive Disaster Recovery Plan and process intended to address the wildfire recovery needs of Plumas County including projects targeted at infrastructure, housing, economic development, natural and cultural resources, and health and social services.

\*Note – Applicants may request up to a flat 7% of the total 2022 CDBG grant funding requested per Activity for General Administration. There is no required Applicant match.

Plumas County is in need of economic development and community assistance including a high demand for business recovery in Greenville and housing, social services, cultural and natural resources, and infrastructure support.

The 2022 CDBG NOFA Economic Development and Planning grant applications will include the mechanisms necessary to plan for sufficient infrastructure to address water, sewer, dry utility, and transportation needs; develop supportive social services; foster economic development resilience for Greenville businesses; and assist cultural and natural resources needs, while planning for implementation of effective housing production and recovery.

**The application deadline for these CDBG grants is on or before August 19, 2022, at 3:00 p.m. PDT.**

**RESOLUTION:**

The Resolution before the Plumas County Board of Supervisors is to approve the submission of the 2022 CDBG Economic Development and Planning grant applications in the aggregate amount, not to exceed, \$1,500,000.

While the application amount for Economic Development is \$750,000 and for Planning \$250,000.00, which totals \$1,000,000.00, an additional \$250,000.00 for each activity has been included in the "not to exceed" \$1,500,000.00 Resolution to provide for additional activity funding capacity, should it become needed. The Resolution also hereby approves the use of CDBG Program Income in an amount not to exceed \$500,000 for the CDBG activities.

The Resolution authorizes the Planning Director, as follows: 1) to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications, 2) to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant, 3) to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

The HCD-approved resolution form provided within the appendices of the NOFA must be used (Attachment 2). Applications that are submitted with resolutions that are not on the HCD-mandated form will be disqualified. This is an internal state control to prevent and detect fraud as required by HUD. The HCD-approved resolution also allows Standard Agreements to be executed without delay that can result when a resolution is not acceptable to HCD.

The Resolution is approved as to form by County Counsel.

**ATTACHMENTS:**

1. Public Hearing Notice (Published August 5, 2022 in English and Spanish)
2. 2022 CDBG Resolution – County of Plumas



## NOTICE OF PUBLIC HEARING

### PLUMAS COUNTY BOARD OF SUPERVISORS

The Plumas County Board of Supervisors will hold a Public Hearing on:

**Tuesday, August 16, 2022**

**10:00 AM**

**Board of Supervisors Chambers, Room 308  
Courthouse, 520 Main Street  
Quincy, CA 95971**

**Public Hearing – Notice of Public Hearing for Discussion of Possible State Community Development Block Grant Economic Development Application and Planning Application Submission**

NOTICE IS HEREBY GIVEN that the Plumas County Board of Supervisors will conduct a public meeting on August 16, 2022, at 10:00AM at 520 Main Street, Room 308, Board of Supervisors Chambers in order to discuss possible applications for funding under the 2022/2023 (July 1 to June 30) State Community Development Block Grant (CDBG) Program and to solicit public input on possible competitive and over the counter activities to be included in the application.

The Community Development and Economic Development allocations of the State CDBG program will be published in a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2022 NOFA for a maximum per application request of \$1,500,000.00.

It is estimated that the funding of the State 2022 CDBG program allocation is approximately \$30,000,000.

The NOFA also includes the Native American and Colonia allocations. The Native American allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia funding is only for designated communities within 150 miles of the Mexican American border.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE 2022 NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS (INCLUDING PUBLIC IMPROVEMENTS IN SUPPORT OF NEW HOUSING CONSTRUCTION); PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT, BUSINESS ASSISTANCE, AND MICROENTERPRISE ACTIVITIES.

ELIGIBLE ACTIVITIES PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW-MODERATE INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED (WITH PRIOR DEPARTMENT APPROVAL).



Plumas County anticipates submitting an application under the 2022 CDBG NOFA. The Resolution before the Plumas County Board of Supervisors is to approve the submission of the CDBG Economic Development and Planning grant applications in the aggregate amount, not to exceed, \$1,500,000, no later than August 19, 2022. The Resolution also hereby approves the use of CDBG Program Income in an amount not to exceed \$500,000 for the CDBG activities.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities Plumas County should apply for under the State CDBG program. Plumas County anticipates applying for the following eligible activities in the following amounts:

Economic Development: \$750,000  
Planning: \$250,000

If you require special accommodations to participate in the public hearing, please contact Heidi White, Clerk of the Board of Supervisors, at 530-283-6170.

If you are unable to attend the public hearing, you may direct written comments to Plumas County, at 555 Main Street, Quincy, CA 95971, or you may telephone Tracey Ferguson, Planning Director, Plumas County Planning Department, at 530-283-6214 or [traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com). In addition, information is available for review at the above address between the hours of 8:00AM and 5:00PM Monday – Thursday.

Plumas County promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

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**Published:** August 5, 2022

***Plumas County Planning and Building Services Office  
555 Main Street, Quincy, CA Main Door Bulletin Board***

***Plumas County Courthouse  
520 Main Street, Quincy, CA Third Floor Bulletin Board***

***Plumas County Planning Department Webpage:  
<https://www.plumascounty.us/89/Planning-Department>***

***Plumas News Public Notices Webpage:  
<https://www.plumasnews.com/category/public-notices/>***



## AVISO DE AUDENCIA PÚBLICA

### JUNTA DE SUPERVISORES DEL CONDADO DE PLUMAS

**La Junta de Supervisores llevará a cabo una Audiencia Pública:**

**Martes, 16 de Agosto, 2022**

**10:00 AM**

**Las cámaras de la Junta de Supervisores, Sala 308**

**Palacio de justicia (Courthouse), 520 Main Street**

**Quincy, CA 95971**

**Audiencia Pública – Aviso de Audiencia Pública para conversar sobre solicitudes potenciales para desarrollo económico y para planificación que el condado podría entregar al Programa de Subvención Estatal de Bloque Para el Desarrollo Comunitario (CDBG)**

**POR LA PRESENTE SE NOTIFICA** que la Junta de Supervisores del Condado de Plumas llevará a cabo una Audiencia Pública a las 10:00 AM o poco después, el 16 de Agosto, 2022 en 520 Main Street, Sala 308, Las Cámaras de la Junta de Supervisores para conversar sobre solicitudes potenciales para que el condado reciba fondos bajo el Programa de Subvención Estatal de Bloque Para el Desarrollo Comunitario (CDBG) del año 2022/2023 (1 de julio hasta 30 de junio) y para solicitar la opinión del público sobre posibles actividades competitivas y de venta libre que se incluirán en la solicitud.

Las asignaciones de Desarrollo Comunitario y Desarrollo Económico del programa estatal CDBG se publicarán en un "Aviso de disponibilidad de fondos" (Aviso) combinado cada año del programa. Las ciudades y los condados elegibles pueden presentar solicitudes de Desarrollo Comunitario y Vivienda para fondos CDBG bajo la NOFA de 2022 por un máximo por jurisdicción de \$1,500,000.00.

Se estima que la cantidad de fondos que recibirá el programa de CDBG en el año 2022 es aproximadamente \$30,000,000.

El Aviso también incluye las asignaciones para americanos nativos y para las Colonias. La asignación para los americanos nativos es solo para áreas con concentraciones altas de residentes cuales son americanos nativos , quienes no son parte de tribus o rancherías reconocidos por el gobierno federal. La asignación para las Colonias es solo para comunidades designadas cuales son localizados dentro de 150 millas de la frontera entre México y los Estados Unidos.

**LAS ACTIVIDADES ELEGIBLES BAJO LOS ASIGNACIONES DESCrito ANTERIORMENTE EN EL AVISO DE 2022 CONSISTEN EN: ASISTENCIA PARA DUEÑOS DE VIVIENDAS, ASISTENCIA PARA REHABILITACION DE VIVIENDAS; PROYECTOS DE INSTALACIONES PUBLICAS Y MEJORAS PUBLICAS (INCLUYENDO MEJORAS PUBLICAS EN APOYO A LA CONSTRUCCION DE NUEVAS VIVIENDAS); PROGRAMAS DE SERVICIO PUBLICO, ESTUDIOS DE PLANIFICACION, DESARROLLO ECONOMICO, ASISTENCIA EMPRESARIAL Y PARA MICROEMPRESAS.**

**LAS ACTIVIDADES ELEGIBLES, PAGADAS CON FONDOS ESTATALES DEL CDBG, DEBEN CUMPLIR CON UNO DE LOS TRES OBJETIVOS NACIONALES ENUMERADOS EN LOS ESTATUTOS FEDERALES DEL CDBG DE LA SIGUIENTE MANERA: BENEFICIO PARA FAMILIAS O PERSONAS DE BAJOS INGRESOS; ELIMINACION DE DETERIORACION EN BARRIOS MARGINADOS; O SATISFACIENDO UNA NECESIDAD URGENTE DE DESARROLLO COMUNITARIO (CON LA APROBACION PREVIA DEL DEPARTAMENTO).**



El Condado de Plumas prevé enviar una solicitud bajo esta Aviso de 2022. La resolución presentada a la Junta de Supervisores del Condado de Plumas es para aprobar que El Condado entregue solicitudes para Desarrollo Económico y Planificación en la cantidad total que no exceda \$1,500,000 a más tardar el 19 de agosto de 2022. La resolución también aprueba el uso de ingresos del Programa en una cantidad que no exceda los \$500,000 para las actividades de CDBG.

El motivo de esta audiencia pública es para darle al público la oportunidad de dar a conocer sus comentarios sobre qué tipos de actividades elegibles debe solicitar el Condado de Plumas bajo el programa estatal CDBG. El condado de Plumas prevé entregar solicitudes para las siguientes actividades elegibles in las cantidades siguientes:

Desarrollo Económico: \$750,000  
Planificación: \$250,000

Si necesita adaptaciones especiales para participar in la audiencia pública, por favor de contactar a Heidi White, Secretaria de la Junta de Supervisores, al 530-283-6170.

Si no puede asistir a la audiencia pública, puede dirigir comentarios por escrito al Condado de Plumas, en: 555 Main Street, Quincy, CA 95971, o puede contactar por teléfono Tracey Ferguson, Directora de Planificación, al 530-283-6214 o [traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com).

Además, la información está disponible para su revisión en 555 Main Street, Quincy, CA 95971 entre las horas de 8:00 AM y las 5:00 PM de lunes a jueves.

El Condado de Plumas fomenta la Vivienda justa y pone todos sus programas a disposición de familias de ingresos bajos y medios, independientemente de su edad, raza, color, religión, sexo, origen nacional, orientación sexual, estado civil o discapacidad.

\*\*\*

**Publicado:** 5 de Agosto de 2022

**Oficina de Servicios de Planificación y Construcción del Condado de Plumas**  
**555 Main Street, Quincy, CA**

**Tablero de anuncios de la Puerta principal**  
**Palacio de justicia (Courthouse) del Condado de Plumas**  
**520 Main Street, Quincy, CA**  
**Tercer Piso**  
**Tablero de anuncios**

**Página web del Departamento de Planificación del condado de Plumas:**  
<https://www.plumascounty.us/89/Planning-Department>

**Página web de avisos públicos de Plumas News:**  
<https://www.plumasnews.com/category/public-notices/>



## APPENDIX D

### Resolution of the Governing Body

**Applicants are required to use this Resolution in content and form.**

**RESOLUTION NO. 22-**

#### **A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the  **Board of Supervisors**  of the County  of  **Plumas**  as follows:

#### **SECTION 1:**

The  **Board of Supervisors**  has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$  **1,500,000.00**  for the following CDBG activities, pursuant to the January 2022 CDBG NOFA:

**List activities and amounts (activity totals should include Activity Delivery dollars and General Administration associated with the activity)**

<b>Activity (i.e. Public Services, Housing Rehabilitation)</b>	<b>Dollar Amount Being Requested for the Activity</b>
Greenville Economic Development	\$ 1,000,000.00
Countywide Disaster Recovery Planning	\$ 500,000.00
	\$
	\$
	\$

**Note:** Similar to the above, any Colonia or Native American Set-Aside activities must be included separately in the Resolution.

#### **SECTION 2:**

The  **County**  hereby approves the use of Program Income in an amount not to exceed \$  **500,000.00**  for the CDBG activities described in Section 1.



## APPENDIX D

### **SECTION 3:**

The [County

### **SECTION 4:**

The [County

### **SECTION 5:**

If an application is approved, the (title of designated official) [Planning Director], or designee\*, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

### **SECTION 6:**

If an application is approved, the (title of designated official) [Planning Director], or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

*\* Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*



## APPENDIX D

PASSED AND ADOPTED at a regular meeting of the  Board of Supervisors  of the County  of  Plumas held on  08/16/22  by the following vote:

*Instruction:* Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES:

NOES:

ABSENT:

ABSTAIN:

Authorized Signature Date

Chair, Board of Supervisors  
Signer's Title

STATE OF CALIFORNIA

County of Plumas

I,  Heidi White , Clerk of the Board of Supervisors of the County  of  Plumas , State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said  Board of Supervisors  on this  day of  August , 20<sup>22</sup>.

Heidi White , Clerk of the Board of Supervisors  
of the County  of  Plumas , State of California  
By:

**Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**



## BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *T.F.*

MEETING DATE: August 16, 2022

SUBJECT: Chester Town Plaza Concept  
Proposed Public/Private Partnership

### **STAFF RECOMMENDATION:**

1. Review and receive Chester Town Plaza Proposed Public/Private Partnership Presentation by Susan Bryner, representing The Almanor Foundation and Lake Almanor Area Chamber of Commerce.
2. Discuss Board of Supervisors interest in Chester Town Plaza Concept and Public/Private Partnership with The Almanor Foundation and Lake Almanor Area Chamber of Commerce.
3. Direct County Counsel, Director of Planning, and Director of Facility Services to negotiate with The Almanor Foundation and the Lake Almanor Area Chamber of Commerce, as parties to a Public/Private Partnership Agreement, and designate one or two Board of Supervisors to be involved in negotiations.

### **BACKGROUND:**

In early 2020, Susan Bryner, approached the Planning Department with the Chester Town Plaza concept, and Supervisor Thrall, District 3, was aware of the concept and part of the Chester Town Plaza Advisory Council. At that time, two commercial parcels were being vetted for viability and in March 2020 the Planning Department provided a letter to Susan Bryner with initial feasibility level zoning information. Thereafter, Susan Bryner contacted the Planning Department to communicate the commercial parcels were not viable, for various reasons, and the Advisory Council was seeking other options.

In January 2021, Susan Bryner again approached the Planning Department with the Chester Town Plaza concept, and this time, with a different parcel and proposal. On January 21, 2021, Susan Bryner met with Tracey Ferguson, Planning Director; Kevin Correira, former Facility Services Director; Gabriel Hydrick, former County Administrator; and Sherrie Thrall, District 3 Supervisor. The discussion explored the viability of a proposal to enter into a Private/Public partnership to build and maintain a Town Plaza at Chester Park (Attachment 1).

## **CHESTER PARK:**

Chester Park is located off Willow Street (access to the parking lot) and Highway 36 (Main Street) along the North Fork of the Feather River. Park amenities include picnic tables, a playground, ball fields, a band shell, storage building, public restrooms, basketball courts, volleyball and horseshoe pits, beautiful lawns areas and pine trees. Chester Park is currently the location of several activities and events, typically in the summer months, such as the 4<sup>th</sup> of July Craft Fair, Farmer's Market, loggers jamboree, music concerts, fitness events, and car shows. Chester Park is also at the trail head of the Collins Pine trail and is within ¼ mile walking distance to the Almanor Recreation Center.

The Chester Park parcels (APN 100-230-006 and APN 100-230-010) are owned by Plumas County and the Facility Services Department maintains the park and manages park activity and event rentals. These parcels are zoned "Rec-OS" or Recreation-Open Space Zone. The purpose of the "Rec-OS" is to provide for open space and open space recreation uses of prime recreation sites and to provide for cemeteries. "Rec-OS" permits, among other uses, "Public services facilities" as defined as:

*Plumas County Code Sec. 9-2.276 "Public service facility" shall mean a facility for the provision of services to the public by a public agency; a facility for the provision of services to the public by a nonprofit organization benefiting the public, furthering a social cause, and is funded through private and/or government sources; cemeteries; and disposal sites as defined in subsection (na)(39) of Section 6-10.1021 of Article 1 of Chapter 10 of Title 6 of this Code, but shall not include health services, child day care facilities, or community care facilities.*

The adjacent parcel (APN 100-230-026) is owned by Seneca Healthcare District, which includes the balance of the park and a ballfield and the Collins Pine trail. This parcel is zoned "Rec-P" or a Recreation Zone. The purpose of the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) is to provide for the development of prime recreation sites and to provide for multiple uses of prime recreation sites in a manner supportive of recreational uses. "Rec-P" permits, among other uses, "Recreational facilities" as defined as:

*Plumas County Code Sec. 9-2.278 "Recreation facility" shall mean a facility for athletics, exercise, play, amusement, or relaxation and shall include a park.*

## **TOWN PLAZA CONCEPT:**

For the past decade, leaders of the Lake Almanor and Chester communities have explored plans for Town beautification, streetscapes, façade improvements, big events, and marketing in order to stimulate the economy and improve community opportunities and health. In doing so it became evident that one of the most cost effective and catalyzing things a community could do in this regard was to develop a place for a public market and plaza, and develop on-going activities near where people shop, eat, and look for entertainment (Attachment 2).

Research on destination marketing also indicates that when deciding on a place to visit, the top things the traveling population looks for in a destination are shopping, dining, recreation, and entertainment in a pedestrian friendly environment.

To explore and develop this concept, members of the Lake Almanor Basin met with public and private leaders to discuss, research, and plan a Town Plaza for year-round activities for the Basin.

The Town Plaza concept is an initiative for the advancement of community health, education, and cultural and recreational opportunities. The Town Plaza would be a community destination that would feature educational events, music, festivals, craft fairs, children's activities, cultural performances, and public art.

As an economic development driver, it would contain a public market space that would create opportunities for various food and retail entrepreneurs to start and grow businesses. As an event and year-round activities location, it would become a regional destination that would bring local residents as well as travelers into the Town of Chester, stimulating the economy of the Town.

Phased improvements are proposed, focusing on initial capital improvements of existing infrastructure and providing for improved accessibility at the park entrances, with potential future programmable activities and amenities such as an ice skating rink, summer fountain for families, labyrinth "STEM" activities for youth, and additional individual seating areas.

#### *Market Structure*

The covered public market structure would have a mix of uses within the plaza. The structure would be a large, open-span, flexible, space that can expand as needed and be used for farmers markets, special events, craft fairs and other community uses. The structure would consist of leasable space for events and vendors of various sizes.

#### *Outdoor Plaza*

The outdoor plaza areas would provide spaces for different experiences and opportunities such as events, outdoor markets, music performances, and ice skating. The design plan for the site would be designed to encourage people to wander around and through the plaza and into the adjacent shops, restaurants, theatre, park, trail, and recreational facilities.

#### **PUBLIC AND PRIVATE PARTNERSHIP PROPOSAL:**

The Town Plaza project leadership, including The Almanor Foundation and the Lake Almanor Area Chamber of Commerce, proposes a Public/Private Partnership with the County of Plumas to build and maintain a Town Plaza at Chester Park. Other active entities involved in the Town Plaza project concept include, but are not limited to, Rotary Club of Chester, Maidu Summit Consortium, Lake Almanor community, Mt. Lassen Theatre, and the Almanor Recreation & Park District. Further, Feather River College, Plumas Unified School District, Feather River Tourism Association, Alliance for Workforce Development, and the Sierra Small Business Development Center are supportive.

The proposal would keep the County of Plumas as the owner of the parcel and, in partnership, The Almanor Foundation and the Lake Almanor Area Chamber of Commerce, would, for example, bring funding sources for capital improvements and ongoing maintenance, staffing, management, and operations for the benefit of the Town Plaza.

Parameters, terms, and conditions of the Public/Private Partnership Agreement would need to be negotiated by and between Plumas County and The Almanor Foundation and the Lake Almanor Area Chamber of Commerce (parties) as to expectations of roles and responsibilities. It's anticipated that County Counsel, the Planning Director, and Facility Services Director would be directly involved in the negotiations with the parties. Additionally, one or two Board of Supervisors could be involved, if desired.

**ATTACHMENTS:**

1. Chester Town Plaza Proposed Public/Private Partnership Presentation
2. Chester Town Plaza Proposal Narrative

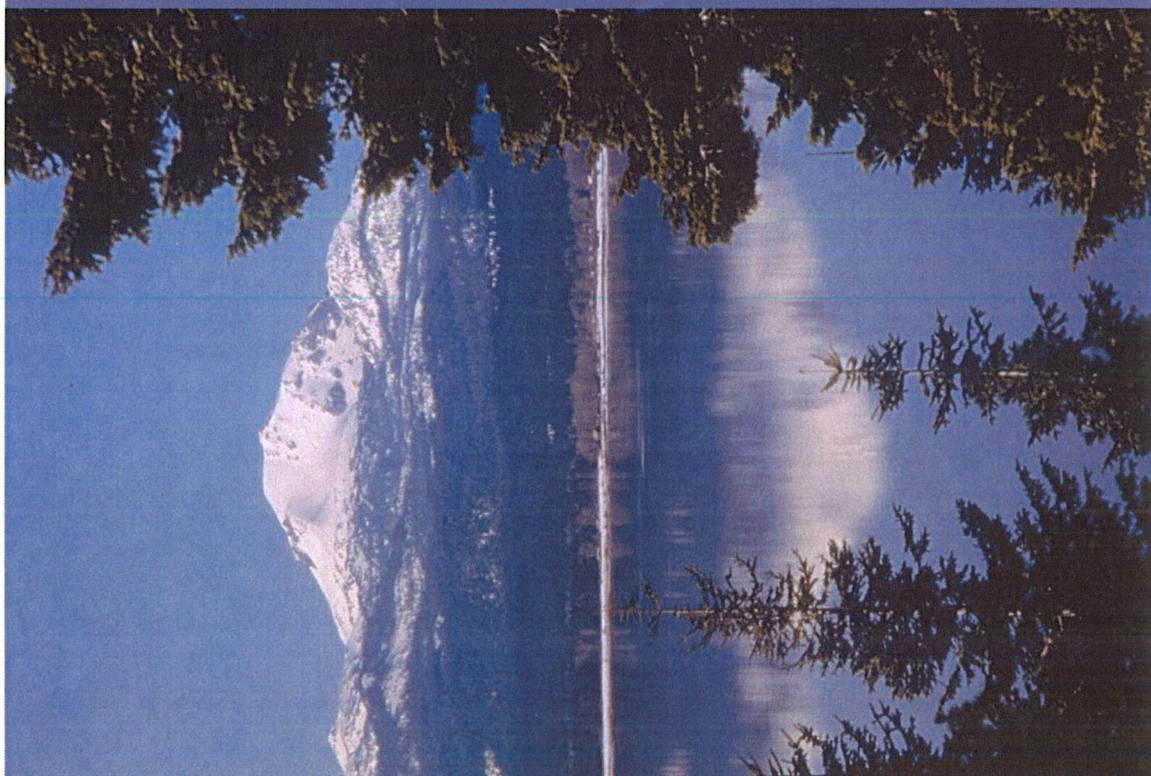
# Chester Town Plaza Proposed Public/Private Partnership

Plumas County Board of  
Supervisors  
August 16, 2022

# Stewards of Our Community

*There is no power for change greater than a community discovering what it cares about.*

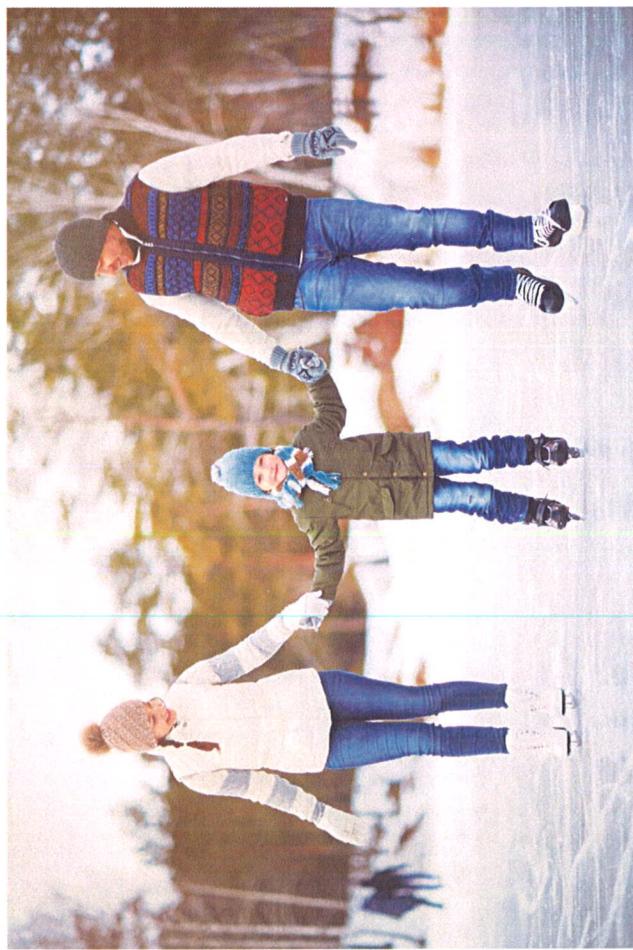
*- Margaret Wheatley*





Area Chamber of Commerce

## A Town Plaza for Year-Round Activities



# Why a Town Plaza?

- Improvement and enhancement of park for community
- Plaza/Market Place is an economic development engine
- #1 downtown revitalization strategy around the world
- High return on investment
- Programming of activities: the primary ingredient for the economic development engine
- Magnet for commerce: bring people to town, merchants follow
- Generates local participation.
- Creates significant tourist destination.



# How & Where?

## A Public/Private Partnership at Chester Park

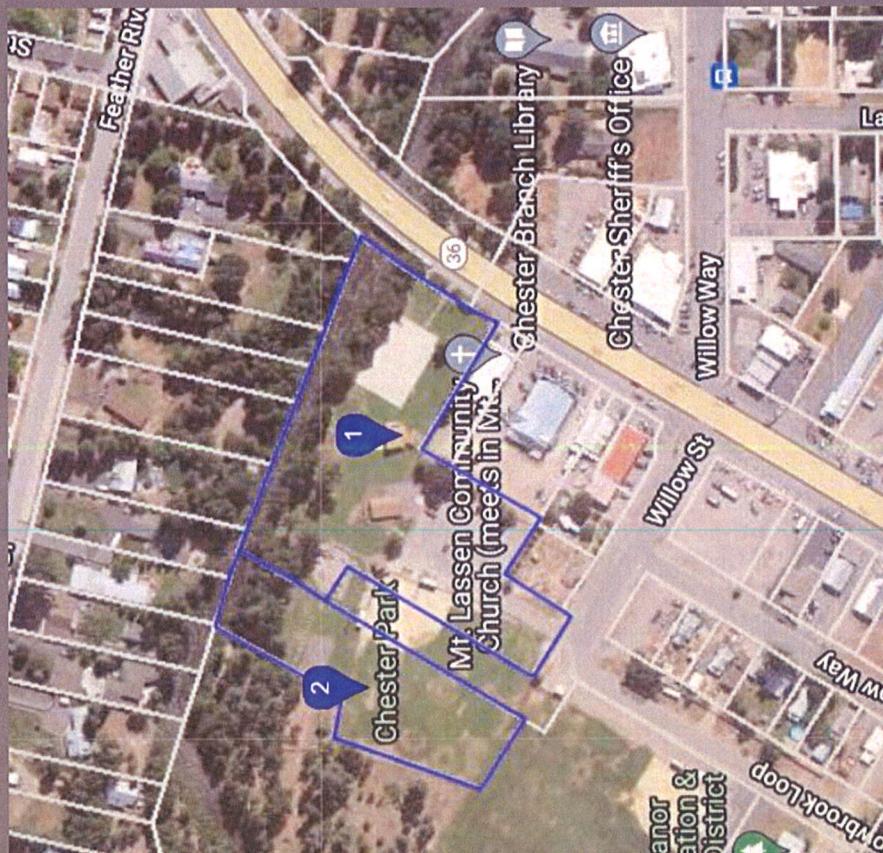
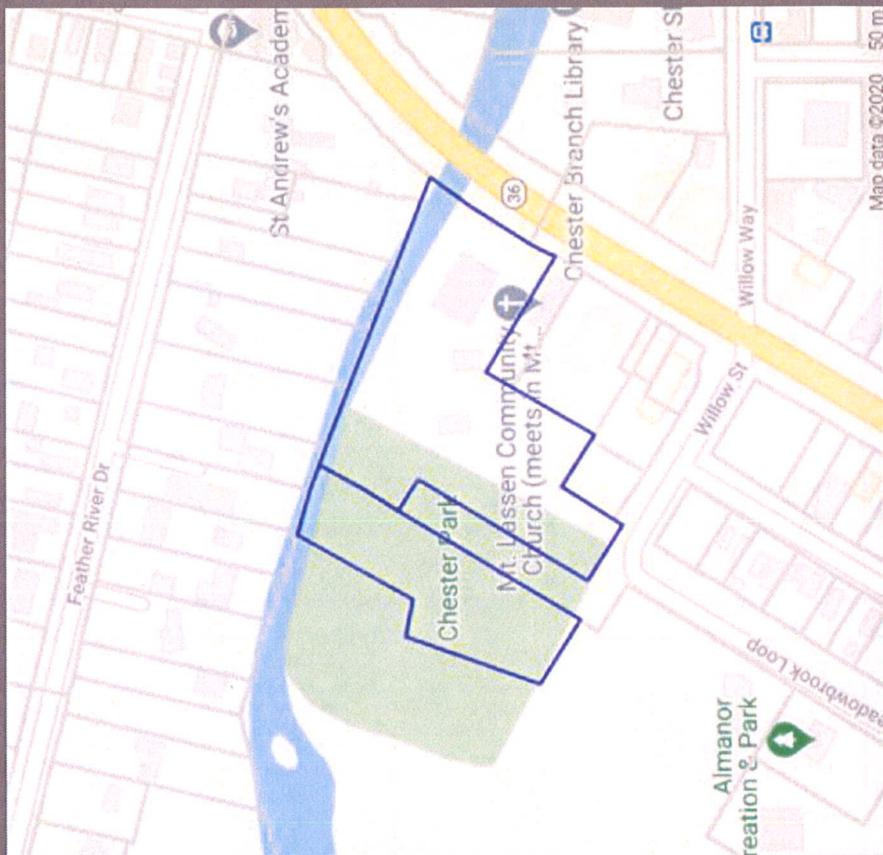
Improvements to existing  
infrastructure

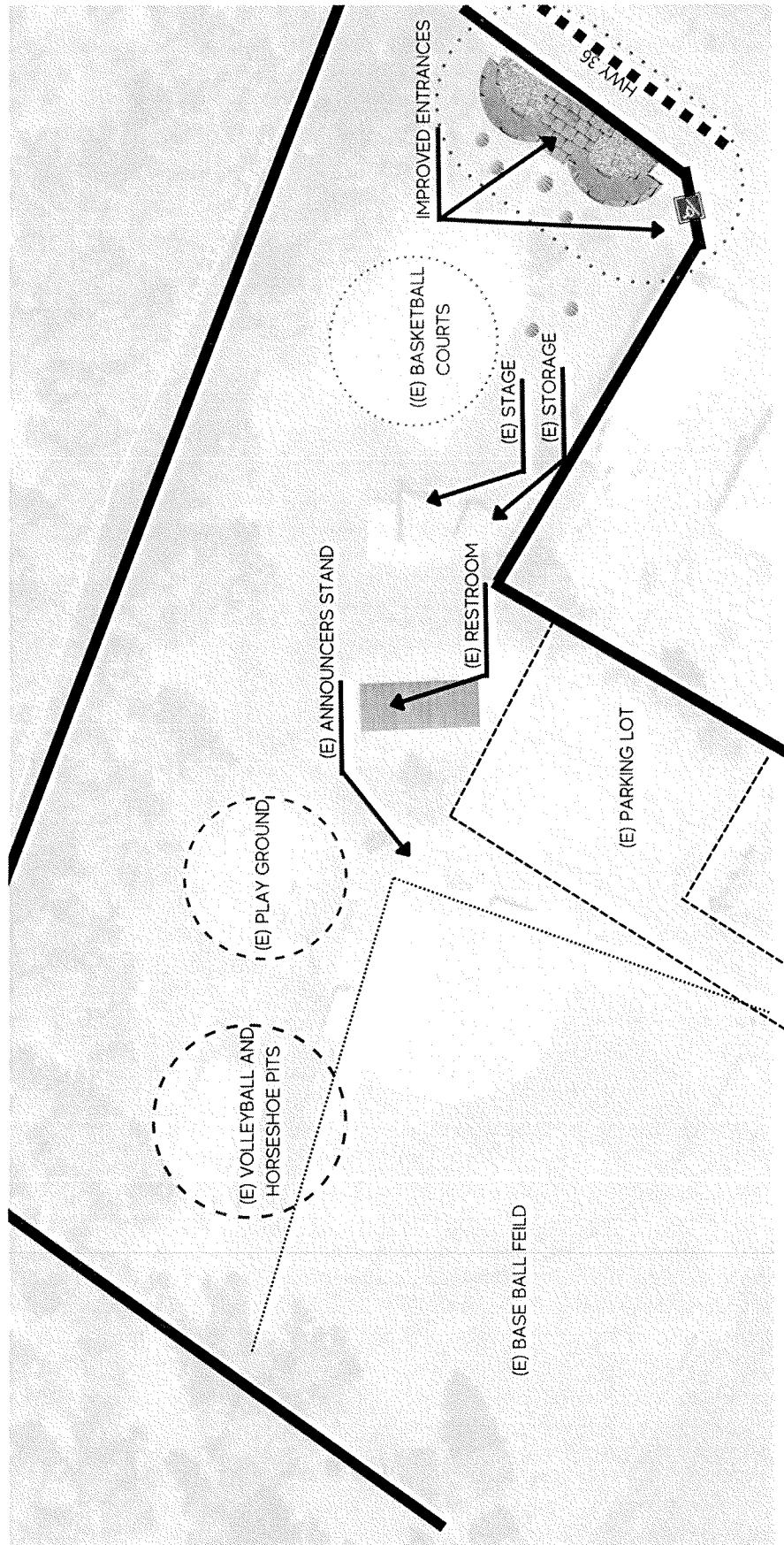
No additional cost to the County

Additional insurance carried by  
private entities for park events

County capital improvement funds  
can be diverted to maintenance







# Community Ideas

## New Structures, Facilities

- Landscaped entrance with ADA accessibility
- Covered public marketplace
- Winter ice skating rink
- Summer fountain for families
- Labyrinth “STEM” activities for youth
- Individual seating areas

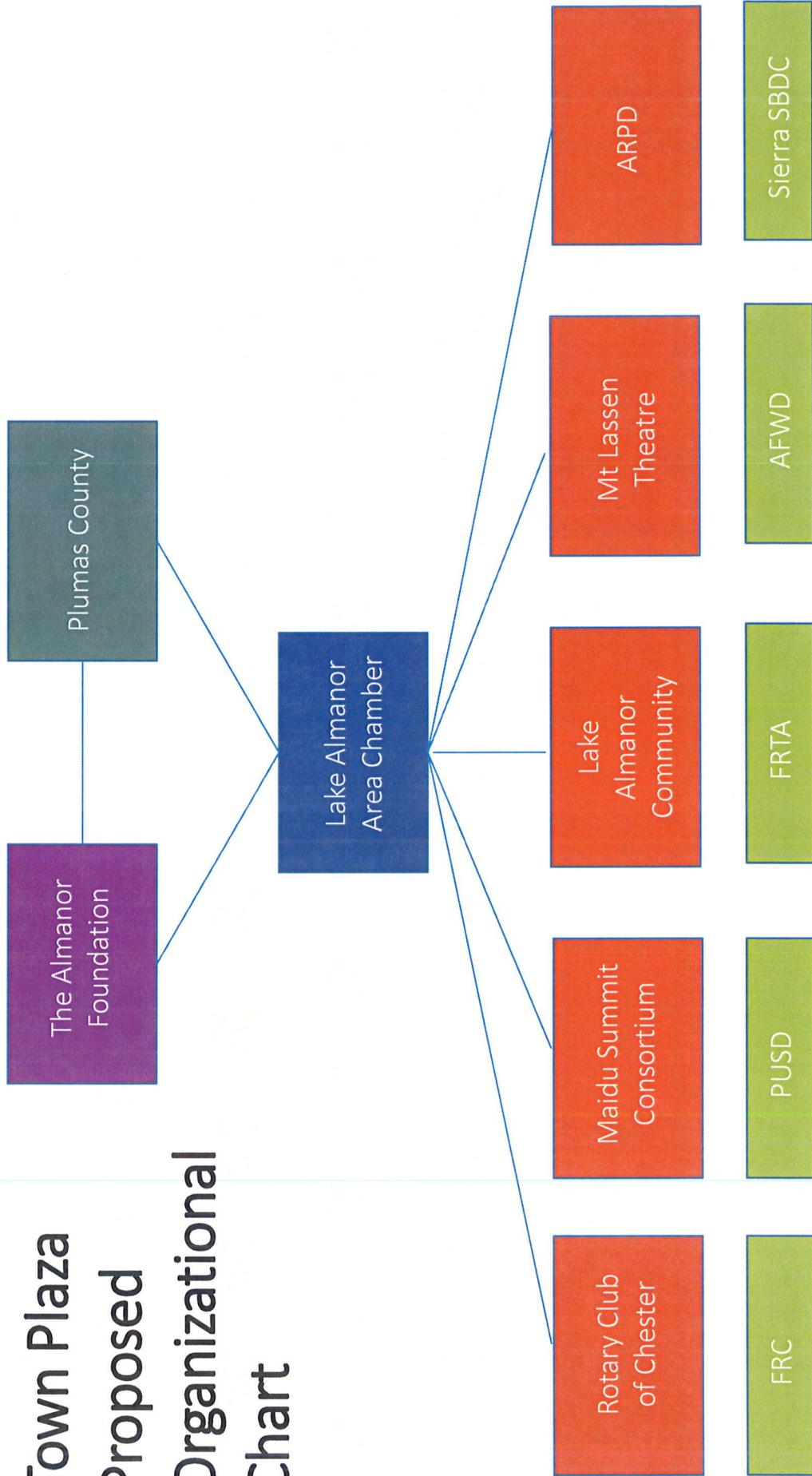
# Funding

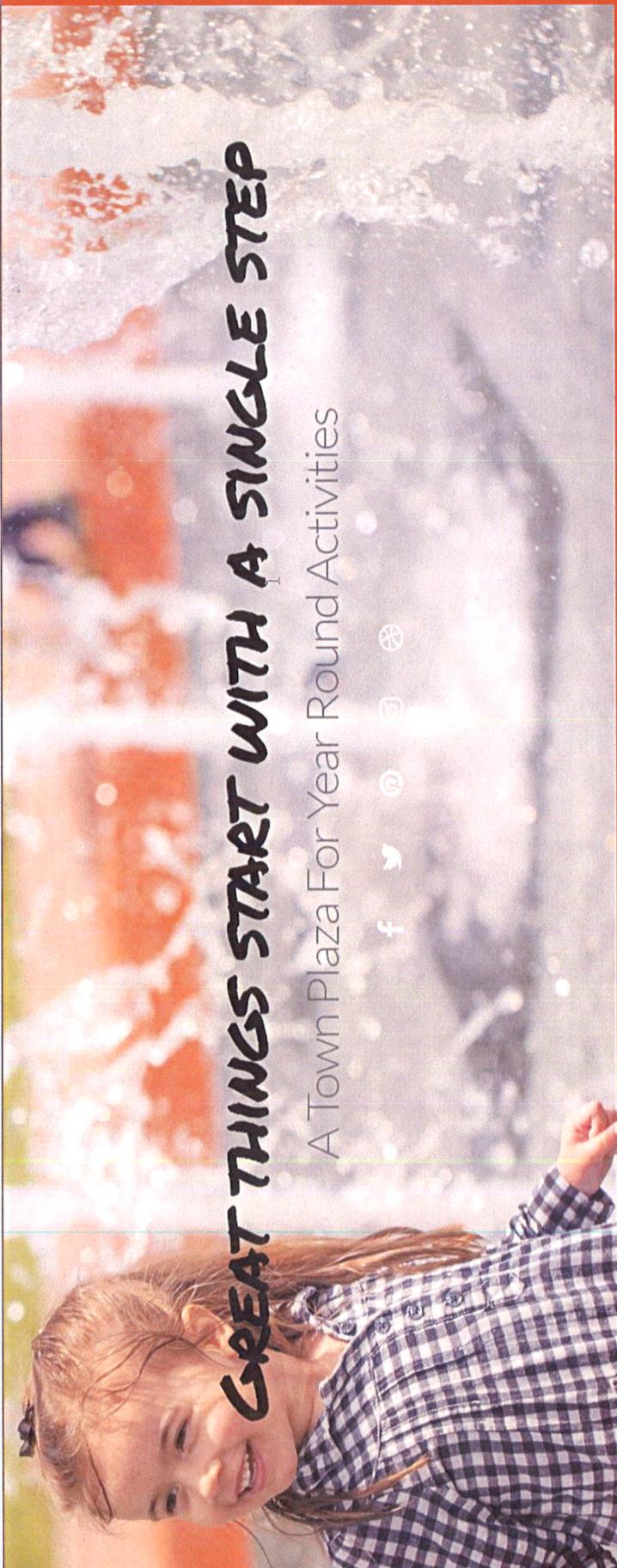
## How Will We Fund It?

Good News! There are a variety of funds for the development of plazas/public markets – more so than just about any other form of public/private investment:

- Grants
- Fundraising Events
- “Donation Opportunities” (ie. “Brick” campaigns)
- Sponsorships
- Programs/Activities

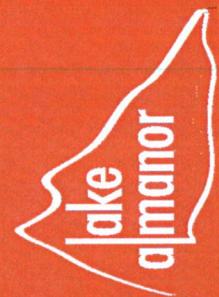
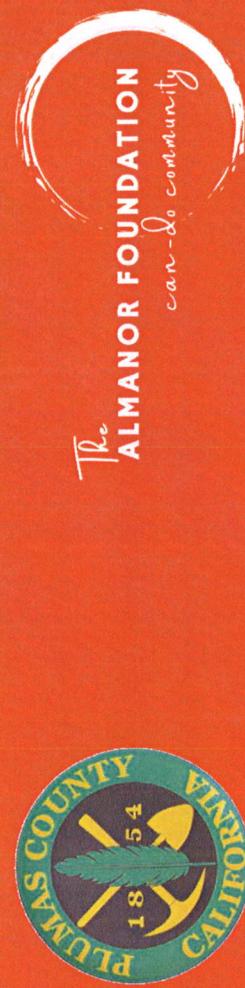
# Town Plaza Proposed Organizational Chart



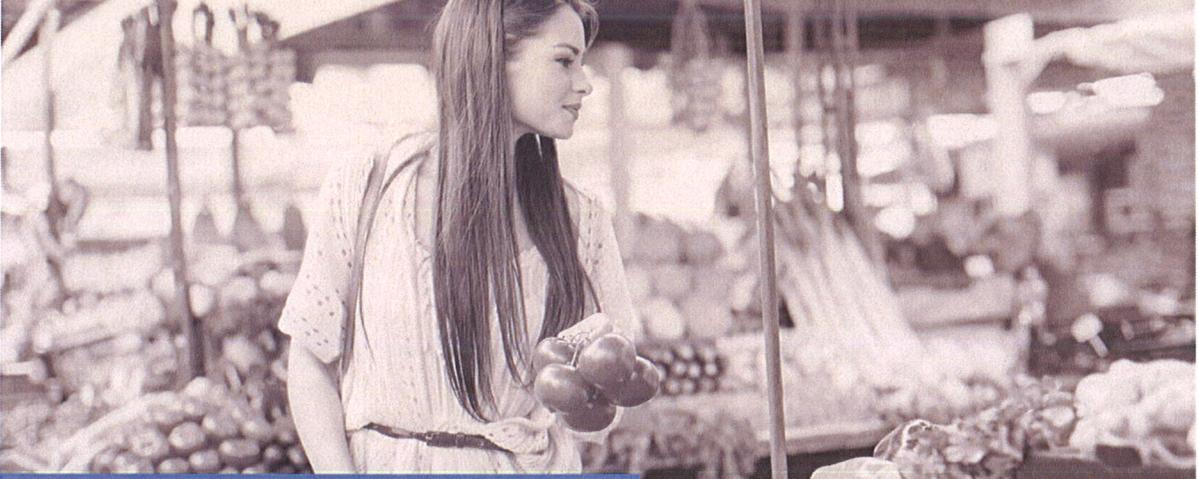


# GREAT THINGS START WITH A SINGLE STEP

A Town Plaza For Year Round Activities



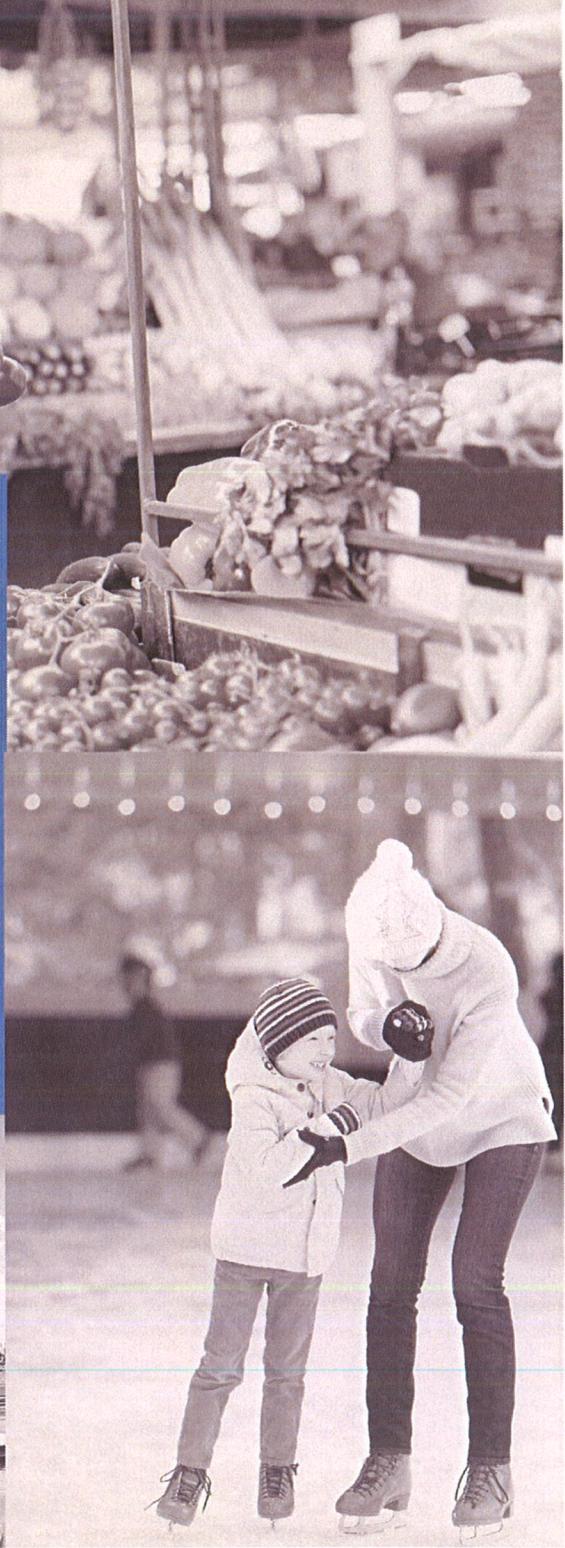
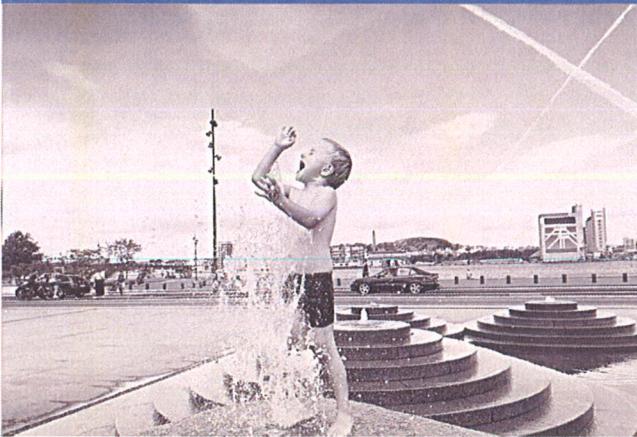
The Almanor Foundation, Lake Almanor Area Chamber, and Plumas County coming together  
to support: Residents, Businesses and Visitors to the Lake Almanor Basin



Chester, California

# A TOWN PLAZA

For Year Round Activities



## Project Leadership

### **The Almanor Foundation: Project Coordination, Administration of Charitable Impact Fund**

The Almanor Foundation, a 501c3 corporation, is committed to improving the lives and well-being of the residents and visitors to Plumas and Lassen Counties. We do this by raising funds for general and specific purposes, making grants to organizations within our geographic community, being a catalyst that inspires ideas, sparks action, and connects the community to resources, and by listening and serving as a neutral convenor.

- Focus in the near term on the greater Almanor region, including Lake Almanor Basin, Canyon Dam, Greenville and Indian Valley.
- Serve families and youth in our geographic community through grants to organizations
- Meet specific community needs through philanthropic projects
- Receive funds from community philanthropists focused on general community needs and specific community improvement projects
- Address community challenges, even disasters, through collaboration with individuals and organizations
- Identify, with others, new ideas and efforts that spur our communities into prosperity and responsible growth.

### **Lake Almanor Area Chamber of Commerce: Operations, Planning, Marketing**

The mission of the Lake Almanor Area Chamber of Commerce, a 501c6 corporation, is to be the catalyst that connects people and creates collaborations that foster a vibrant and thriving community.

- Fostering business members and their engagement with resources for advancement
- Creating vibrant community communication
- Planning and executing events for family, youth, and visitor attraction
- Partnering with others to market and promote the Lake Almanor Basin as a desirable place to live, work, visit and invest
- Creating and participating in collaborative approaches to economic development and to resolving specific community needs and issues

## Development Team

### **Susan Bryner**

President Lake Almanor Area Chamber of Commerce, Vice Chair The Almanor Foundation, Vice Chair Feather River Tourism Association

### **Katherine Sansone**

Sansone+ PR & Marketing, Chair Lake Almanor Community Foundation

### **Chelssa Outland**

PR and Communications, Seneca Health Care District, Director/Treasurer Lake Almanor Area Chamber of Commerce

## **Advisory Council**

The persons listed here have agreed to give council to the Plaza project when needed from their area of interest or expertise

Sherrie Thrall, Plumas County  
Supervisor District 3 Supervisor

Susan Espana, Almanor Parks &  
Recreation

Tom McGowan, Chair Planning  
Commission

Trina Cunningham, Maidu Summit  
Consortium

Kevin Trutna, President Feather River  
College

Kevin Sweeny, Lassen Volcanic National  
Park

Greg Olah, Olah Construction

Gwen Meinhardt and Curt Theriault,  
Mt. Lassen Theatre

Terry Parsons, Parsons Construction

Chelsea Harrison, Chester Rotary

Tracey Smith, Plumas Bank

Ryan Newell, Business Manager,  
Ayoobs Intermountain Hardware

Linda Roulard, Roulard Insurance

## Introduction & Background

### The Need

The economy of the Lake Almanor Basin has struggled since the decline of the timber industry. The Basin and Plumas County are one of a handful of counties in California to have a declining population and an aging demographic with a rise in those over age 60 and a decline in those under. Many families complain of not enough to do for their children, especially during the winter months, and, due to the lack of employment and cultural opportunities, many youth graduate, go off to college, and do not return.

Chester, as the main service area for the Basin, has many empty buildings on Main Street with many retail and hospitality businesses choosing to close or dramatically decrease hours during the off-season, November – April.

The Lake Almanor Basin and the town of Chester have no civic space. We are in need of a place to meet, celebrate and recreate. Towns with thriving civic spaces bring locals and visitors into town, create a strong sense of community, give residents a sense of place, provide a forum for public activities and energize the local economy.

### The Town Plaza Initiative

The Town Plaza is an initiative for the advancement of community health, education, and cultural and recreational opportunities. The Town Plaza will be a community destination that will feature educational events, music, festivals, craft fairs, children's activities, cultural performances, and public art.

As an economic development driver, it will contain a public market space that will create opportunities for various food and retail entrepreneurs to start and grow businesses. As an event and year-round activities location it will become a regional destination that will bring local residents as well as travelers into the Town of Chester, stimulating the economy of the town.

### Project Background

For the past decade, leaders of the Lake Almanor and Chester communities have explored plans for town beautification, streetscapes, façade improvements, big events, and marketing in order to stimulate the economy and improve community opportunities and health. In doing so it became evident that one of the most cost effective and catalyzing things a community could do in this regard was to develop a place for a public market and plaza, and develop on-going activities near where people shop, eat, and look for entertainment.

Research on destination marketing also indicates that when deciding on a place to visit, the top things the traveling population looks for in a destination are shopping, dining, recreation, and entertainment in a pedestrian friendly environment.

To explore and develop this concept, members of the Lake Almanor Basin met with public and private leaders to discuss, research, and plan a Town Plaza for year-round activities for the Basin.

## Public and Private Partnership Proposal

The Town Plaza Development Committee proposes a Public-Private Partnership with the County of Plumas to develop a Town Plaza at Chester Park.

- **Opportunity** – Current plans call for the Plaza to be built as part of a multi-use development that will be responsive to community input and needs and near other community spaces, i.e., Truman Collins Complex and the Almanor Recreation building, as well as retail, hospitality, and commercial businesses.
- **Visibility and Access** – The Park is located on one of the highest visibility commercial areas in Chester, at the crossroads of banks, post office, library, and public offices as well as retail outlets and restaurants. It lies along Highway 36, a main thoroughfare for visitors entering and leaving the Lake Almanor Basin and along two bus routes serving both Plumas and Lassen Counties.
- **Site Size** – Chester Park is approximately 4.85 acres with adequate space for the proposed improvements.
- **Connection to trails, recreation, and the Feather River** – A Town Plaza at Chester Park would connect to the trailhead to the Collins Pine Trail that sits at the northeast end of the park. To the east is the Truman Collins Sports Complex and the Almanor Recreation center building and the proposed developments of ARPD. This location opens opportunity for joint festivals, games, concerts, pop-up markets, etc. that can both bring new activity and energy to the Town of Chester and success to Town Plaza programming and revenues.



## What Our Community Has Said

The Development Team reached out to the people of the Lake Almanor Basin for feedback on the concept and potential location across many occasions and through articles and presentations. A survey published in The Town Chatter in April 2022 yielded results detailed below. Presentations made at the Community's Town Hall, and at the Annual Business Membership meeting of the Lake Almanor Area Chamber indicated wide-spread support for the project. Below are the results of the community survey:

### 247 Participants

- 48% Chester Residents
- 21.7% Lake Almanor Residents
- 25.2 % Second Homeowners
- 8.7% Visitors

**Question 1.** 84.6% of 247 respondents said partnering with Plumas County to use Chester Park as the location for the Town Plaza was a good idea and location.

**Question 2.** These 84.6% identified the top 4 amenities that they would like to see for a community hub like the Town Plaza at the park. (230 respondents)

- 55.9% Building for events/farmers market, year-round activities
- 53.9% Seasonal Ice-Skating Rink
- 45.3% Overall beautification
- 44.1% Stage for concerts
- 38.2% Seasonal Children's Events/Activities (ie. Petting zoo, crafts, climbing wall)
- 34.3% Seasonal Water Feature – decorative and for play
- 31.9% Outdoor movie feature
- 31.5% Seating in more than one location
- 25.2% Updated/well maintained baseball field

**Question 3:** How would you like to see this funded – in order of importance

#1 Grant Funding

#2 Fund Raising Events

#3 "Ownership" Opportunities ie. Buy a brick, name a bench, etc

**Question 4.** How would you most likely support the renewal of Chester Park with the building of a Town Plaza, check all that apply

- 69.3% said they would attend an event to raise funds
- 35.8% said they would participate in some capacity in an "ownership" opportunity
- 34.6% said they would volunteer their time
- 30.7% said they would make a financial contribution

## Improvement Program

### Market Structure

The public market structure will have a mix of uses within the plaza. The structure will be a large, open-span, flexible, space that can expand as needed and be used for farmers markets, special events, craft fairs and other community uses. The structure will consist of approximately 3,600 square feet of leasable space for events and vendors of various sizes.

### Outdoor Plaza

The outdoor plaza areas will provide spaces for different experiences and opportunities such as events, outdoor markets, music performances, and ice skating. The design plan for the site will be designed to encourage people to wander around and through the plaza and into the adjacent shops, restaurants, theatre, park, trail, and recreational facilities.

### Site Plan & Architecture

The goal of the design will be to create a Town Plaza that is financially viable and fulfills the overall objectives of the project. Several key principles and philosophies will guide the design.

#### Design Principles:

**Simple, Affordable and Modest** – The vision for the plaza is for an authentic, grassroots, community-oriented market and plaza. The vision is to create a “working market” and recreation area that is accessible to the community and affordable to vendors. The design will avoid excessive adornment, or expensive materials. The building and plaza areas will be designed with affordable, durable materials designed to last.

**Vendors, Products and Activities are the Main Attraction** – Related to the first item, the market structure should have sufficient signage and architectural interest to invite visitors. The heart and soul of the plaza will be the vendors, customers, and the ever-changing activities and bustle of the place.

**Mix of Indoor/Outdoor Spaces** – The outdoor plaza area and market structure will blend and flow well depending on the season and activity.

**Flexibility** – The plaza and market structure will need to evolve over time. The design will emphasize flexibility and adaptability to allow for changes to occur.

## Capital Sources & Uses

The Town Plaza project consists of several components – the land, the outdoor plaza elements such as signage, benches, walkways, fountain, and landscaping, the covered structure, programmable activities, and support structures. These components will be phased in as funding becomes available.

### Phase 0.

Engage a public/private partnership with The Almanor Foundation, Lake Almanor Area Chamber of Commerce, and Plumas County for the use of, maintenance and making capital improvements at Chester Park. Raise funds for initial activities, insurance, and operations capacity.

### Phase I.

Initial programmable activities: ice skating rink, public markets, events, engaging public input regarding priorities for next phase.

### Phase II.

Landscaping of park entrance, improvements of existing facilities, bathrooms, snack bar, playground, baseball field, dugouts. Addition of programmable activities targeting family and youth, as capacity allows.

### Phase III.

Additional landscaping improvements.

Covered structure 2,160 Sq. Ft. Main Section and 1,440 Sq. Ft. of side/lean-to covered area, with support structures (pole barn style). Addition of more programmable activities targeting family and youth, as capacity allows.

### Phase IV

Reach 50% of goal to have programmed activities spanning 250 days of the year.

## Funding Sources for Development

The Almanor Foundation has identified the Town Plaza as a priority initiative for the community.

Proposed funding sources are:

- Crowdfunding
- “Brick” Opportunity Fundraising Campaign
- Sponsors and Foundations
- Grants
- Fundraising Events, Projects

## Operations

The Lake Almanor Area Chamber of Commerce and The Almanor Foundation are collaborating on activities currently running, as well as those proposed in the near future, for the Park/Plaza project.

Operations for and revenues from the below events are already in process:

- Weekly Public or Farmers Markets - June – Early October
- Winter Ice Skating and Christmas Village
- Late Winter Chilly Chili Cook-off

Future planned revenues will be derived from:

- Monthly activities, some with fees, others will be free to the public
- Concerts in the park
- Oktoberfest Events
- Winterfest activities/events
- Rent and/or Event Planning Revenues from other organizations

## Staffing

- The Chamber has staffed a part-time position for management of the farmer's market
- Staff for future operations will be built into programming budgets

**BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *(T.F.)*

**MEETING DATE:** August 16, 2022

**SUBJECT:** CALIFORNIA PUBLIC UTILITY COMMISSION (CPUC)  
LOCAL AGENCY TECHNICAL ASSISTANCE (LATA)  
GRANT FUNDING OPPORTUNITY FOR BROADBAND  
PRE-DEVELOPMENT COSTS IN COOPERATION WITH  
GOLDEN STATE CONNECT AUTHORITY (GSCA)

**STAFF RECOMMENDATION:**

Receive information and discuss CPUC LATA grant funding opportunity for broadband pre-development costs in cooperation with GSCA with possible staff direction.

**BACKGROUND:**

With the enactment of Senate Bill (SB) 156 in July 2021, six billion dollars (\$6,000,000,000) was allocated to CPUC for broadband deployment across four program areas:

1. Middle Mile (\$3.25 Billion) – state owned and operated, open-access middle mile infrastructure.
2. Federal Funding Account (FFA)/Last Mile (\$2 Billion) – formula allocations calculated on a county basis to provide last mile grant funds to the designated unserved/underserved areas (Important note: monies, while allocated on a county basis, do not flow to the counties – they are available to providers who apply for funds and commit to delivering a minimum 100/100 service to ALL unserved/underserved addresses in the area in which they applied).
3. Loan Loss Reserve fund (\$750 Million) – available to municipalities to serve as security against financing models that attract private investment.
4. LATA Fund (\$50 Million) – provided to eligible local agencies (including counties) to cover 100% of pre-deployment project costs that advance the deployment of broadband infrastructure.

## **THE LOCAL AGENCY TECHNICAL ASSISTANCE FUND:**

The LATA program provides 100% funding to eligible applicants for identified projects that advance the deployment of broadband infrastructure.

Counties (and other eligible entities – cities, utilities, co-ops, tribes, etc.) can apply for up to \$500,000 to fund 100% of identified projects that are considered pre-deployment, i.e., not construction or equipment purchases. No local match is required.

Applications that are submitted for \$500,000 or less progress through a Ministerial Review process at the staff level.

The funding is provided on a reimbursement basis.

## **GOLDEN STATE CONNECT AUTHORITY AND PLUMAS COUNTY:**

Plumas County is a member of the GSCA Joint Powers Authority, which was established to support and assist our member counties with the advancement of broadband for all across rural California.

GSCA represents 39 member counties.

In support of this mission, GSCA is encouraging and supporting our member counties to pursue LATA funds for pre-development costs to advance broadband deployment via the development of construction-ready network designs for priority unserved and underserved areas of their jurisdictions.

**Plumas County's anticipated scope of work would include a feasibility study for broadband service 'gaps' to identify the unserved and underserved areas of the County not covered or partially covered by existing broadband service providers, with resulting high- and low-level network designs.**

To streamline and enable as many GSCA member counties as possible to take advantage of the LATA funding opportunity, GSCA has structured the grant request in a manner that assures minimal impact on existing County staff capacity.

## **LATA APPLICATION:**

Member counties apply for LATA funds and enter an MOU with GSCA for the management of the grant and project development.

GSCA would contract with a professional network design firm for the development of individual county network designs, oversee the development of work product, manage the grant cash flow, and provide required grant reports to member counties for timely submittal and reimbursement.

The advantages to GSCA member counties under this scenario include:

- GSAC will provide grant management on behalf of member counties
  - GSCA provides required reporting to member counties for submittal to CPUC
  - Member counties do not have to contract directly with professional network design firm(s). Instead, GSCA will enter into contracts with professional network design firm(s) and manage individual member county projects, as LATA projects are approved by CPUC.
- Eliminates cash flow issue for member counties as 100% reimbursement occurs upon project completion. GSCA would absorb the cash flow ebbs and flows.

The application portal opened on August 1, 2022. The first round of applications will be accepted during the month of August 2022.

It is anticipated that the CPUC will review applications very quickly upon the close of each application window (on a monthly basis). Once approved, the awardee has 30 days to accept the grant. If not accepted within 30 days, it is deemed not approved and the application is removed from consideration.

It is also anticipated that these funds will be exhausted quickly, perhaps during the first funding round. Time is of the essence to take advantage of the funding opportunity presented by the LATA program to advance preparation for the deployment of broadband in Plumas County.

**CPUC LATA RESOURCE WEBPAGE:**

<https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/local-agency-technical-assistance>

# Item 4A

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

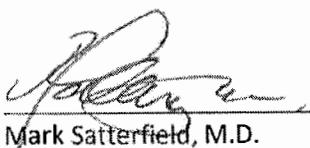
**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm  
a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas