



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF
THE PLUMAS COUNTY BOARD OF SUPERVISORS
NOVEMBER 1, 2022 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative 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 member, 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. PUBLIC WORKS

- 1) Adopt a Resolution in support of a grant application recently submitted by the Department of Public Works to the California OHV Grant Program; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign the Agreement between Plumas County Public Works and successful bidder Shawn Dietrick, dba Northstate Painting, for the East Quincy Transfer Station Fire Damage Repair; not to exceed \$56,466.25; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and R3 Consulting Group, to conduct RRI analysis for the Audited Financial Statements for each of the franchise waste haulers per the terms of the Franchise Agreements; not to exceed \$3,500.00; approved as to form by County Counsel. [View Item](#)

B. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign and ratify Public Defender Agreement between Plumas County and Jude M. Koenig, effective October 1, 2022; approved as to form by County Counsel [View Item](#)

C. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign an Agreement between Facility Services and Skyline Home Improvement for general roofing services for County facilities; not to exceed \$10,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and Dig It Construction, Inc., for snow removal at the Chester facilities; effective November 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel. [View Item](#)

D. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Plumas Rural Services-Support for Client Assistance and Homeless Prevention Services; effective July 1, 2022; not to exceed \$210,860.81; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and California Mental Health Services Authority, for payment reform, policy changes, data exchanges, and project management services not to exceed \$85,300.00; approved as to form by County Counsel. [View Item](#)
- 3) Adopt Resolution authorizing application for and receipt of Permanent Local Housing Allocation Program Grant Funds; approved as to form by County Counsel. [View Item](#)

- 4) Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between Plumas County Behavioral Health and Sierra Cascade Family Opportunities, to conduct classroom mental health evaluation services, effective August 1, 2021; approved as to form by County Counsel. **View Item**
- 5) Approve and authorize the Chair to sign and ratify the Addendum to the Memorandum of Understanding between the County of Plumas and California Health and Wellness, setting out specific guidance on the dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans; approved as to form by County Counsel. **View Item**

E. CLERK OF THE BOARD

- 1) Approve Meeting Minutes for October 2022. **View Item**

F. PUBLIC HEALTH AGENCY

- 1) Approve and Authorize the Chair to sign and ratify an Agreement between Plumas County Public Health Agency and the National Association of County and City Health Officials, to provide services to enhance programmatic activities; effective April 1, 2022; not to exceed \$19,825.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health and Wheels West Inc., for the purchase of replacement vehicles for the Senior Transportation program; not to exceed \$139,404.00; (funded by the Cares Act) approved and budgeted in the FY 2021/2022 budget, carrying over to the 22/23 budget; approved as to form by County Counsel. **View Item**

3. FEATHER RIVER COLLEGE

- A. Adopt **RESOLUTION** Supporting Feather River College Affordable Student Housing Grant; approved as to form by County Counsel; discussion and possible action. **Roll call vote. View Item**

4. DEPARTMENTAL MATTERS

A. PUBLIC WORKS - John Mannle

- 1) Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Public Works Equipment Service Worker position in the Quincy Maintenance Shop; discussion and possible action. **View Item**

B. PLANNING DEPARTMENT - Tracey Ferguson

- 1) **CONDUCT A PUBLIC HEARING: PURSUANT TO GOVERNMENT CODE §25123(d), §25126, §25131: Amend Urgency Ordinance 21-1140, Concerning Emergency Interim Housing during Recovery from the Dixie Fire and Beckwourth Complex Fire, previously adopted October 28, 2021; Four/fifths required roll call vote View item**
- 2) Authorize the Director of Planning to recruit and fill, funded, and flexibly allocated; (one) 1.0 FTE Assistant/Associate/Senior Planner position; discussion and possible action. **View Item**

C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Adopt **RESOLUTION** authorizing the Plumas County Librarian to file and execute the grant funding agreement; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

D. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Authorization for the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator I/II position; discussion and possible action. **View Item**

- 2) Approve a supplemental budget request for FY 2022/2023 increasing the Future of Public Health (FoPH) grant revenue (44141) by \$420,397.00, and Transfer Out (51000) Wages by \$208,077.29; (51080) Retirement by \$38,870.66; (51090) Group Insurance by \$52,477.65; (51100) OASDI by \$6,238.82; (521900) Professional Services by \$23,730.00; (52440) Special Dept. Expense by \$71,002.58; approved by the County Auditor; discussion and possible action.

Four/ fifths roll call vote [View Item](#)

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570; discussion and possible action. **Roll call vote [View Item](#)**
- 2) Authorize Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Systems Analyst position; discussion and possible action. **[View Item](#)**

F. TREASURER - TAX COLLECTOR - Julie White

- 1) Approve and authorize the Treasurer-Tax Collections Administrator to recruit and fill, funded and allocate; 1.0 FTE Tax Specialist I/II and request the allocation of \$18,000.00 from Other Wages into the Personnel Budget 20050 to fund Extra Help position; discussion and possible action.

Four / fifths roll call vote [View Item](#)

5. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Brendan Herbert to the Airport Land Use Commission, to fill the vacancy; as nominated by the Airport Manager, JD Moore; discussion and possible action. **[View Item](#)**

B. CORRESPONDENCE

C. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Nancy Selvage, Director of Human Resources
- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, November 8th, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: John Mannle, Director of Public Works
MEETING DATE: November 1, 2022
SUBJECT: Adopt a Resolution in support of a grant application recently submitted by the Department of Public Works to the California OHV Grant Program; approved as to form by County Counsel.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors adopt the attached Resolution submitted by the Department of Public Works to the California OHV Grant Program

Background and Discussion

The Department of Public Works has submitted an application for grant funding for the following OHV related projects located throughout Plumas County:

- **Maintenance of Plumas County Multi-Use Network (\$264,830)** - Funding from this project will help repair roadway damages that occur from the springtime snow melt. The type of work that may be required includes, down tree removal, grading of the roadway surface and drainage system repairs, excluding activities that would trigger the need for a Lake & Streambed Alteration Agreement. Due to time constraints, the proposed project is to maintain approximately 90 miles of roadway per year.

There is a 26% matching fund requirement to this application that will be satisfied by in kind activities from within the Department of Public Works and interested stakeholders.

One of the items required for final approval, is for the Applicant's Governing Body to certify by resolution the approval of the Applicant to receive funds from the Off-Highway Motor Vehicle Grant program.

The attached Resolution has been approved as to form by County Counsel.

Action:

The Director of Public Works respectfully recommends that the Board of Supervisors adopt the attached Resolution.

Attachments:

1. OHV Resolution

RESOLUTION NO. 22-

**(APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS)**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant finding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project

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

1. Approves the receiving of grant funds from the Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints John Mannle, Director of Public Works, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the ____ day of _____ 2022, by the following vote:

AYES: **SUPERVISORS:**

NOES: **SUPERVISORS:**

ABSTAIN/ABSENT: **SUPERVISORS:**

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign the Agreement between Plumas County Public Works and successful bidder Shawn Dietrick, dba Northstate Painting, for the East Quincy Transfer Station Fire Damage Repair; not to exceed \$56,466.25; approved as to form by County Counsel.

Recommendation

Public Works Solid Waste Division staff respectfully recommends that the Board of Supervisors authorize the Public Works Director and Chair of the Board of Supervisors to execute the attached Services Agreement with North State Painting, not to exceed \$56,466.25

Background and Discussion

On the night of August 11, 2022, a fire at the East Quincy Transfer Station caused some damage to the fiberglass and metal sheeting on the south and east walls. Additionally, the sheeting, originally installed in 1997, needs replacement to fix 25 years of wear and tear from the elements and from loader operations within the East Quincy Transfer Station. Materials dumped at the station are constantly stacked and compressed and then eventually loaded into long-haul truck-trailer units. The materials are hauled to the Lockwood Landfill outside of Reno, Nevada.

On September 15, 2022, Plumas County Public Works published a formal request for bids for repairs to the East Quincy Transfer Station that would include replacing all the preexisting fiberglass and metal siding. Bid documents were opened on Friday, October 14th, 2022, at 3:00 pm. Five bids were received ranging from \$149,920.00, \$111,004.00, \$85,460.00, \$56,500.00, and \$56,466.25. The apparent low bidder was determined to be North State Painting with a bid of \$56,466.25. The attached Service Agreement between Plumas County Public Works and North State Painting was approved as to form by County Counsel.

The total compensation for this contract shall not exceed \$56,466.25. The source of funding for this contract is the Plumas County Public Works Solid Waste Fund and does not involve Plumas County general funds.

Action:

Approval to award contract to North State Painting for the East Quincy Transfer Station Fire Damage Repair

Attachments:

1. North State 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 **Department of Public Works** (hereinafter referred to as “**County**”), and **Shawn Dietrick, a sole proprietor doing business as “North State Painting”** (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 Fifty Six Thousand Four Hundred Sixty Six dollars and Twenty Five cents (\$56,466.25).
3. Term. The term of this agreement shall be from the date of execution of this agreement through December 1, 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 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 Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971
Attention: Sean Graham

Contractor:

North State Painting
P.O. Box 42
Douglas City, CA, 96024
Attention: Shawn Dietrick

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

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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:

North State Painting, a Sole Proprietorship

By: _____
Shawn Dietrick
Sole Proprietor
Date signed:

COUNTY:

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

By: _____
John Mannle, P.E.
Director of Public Works
Date signed:

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

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors
Date Signed:

Approved as to form:

 _____ 10/19/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

Scope of work: The work will consist of replacing all existing siding (metal and fiberglass panels) on the existing transfer station structure. All materials specifications are listed on the attached plans titled: "Repairs For East Quincy Transfer Station". and the term "or approved equivalent" is applicable to this project. The bid prices are for the provision of all work items' construction complete and in place per plans and specifications.

The Engineer's Estimate for this project is \$71,000.

Contractor Responsibilities

- Register as a public works contractor with State Department of Industrial Relations
- Pay State prevailing wages
- Follow apprenticeship requirements as necessary
- Maintain and submit certified payroll records with State Department of Industrial Relations

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



Addendum No. 1 to the


REQUEST FOR BIDS (RFB)

2022 East Quincy Transfer Station Repairs

September 21, 2022

Addendum No. 1 is made to the above referenced Request for Bids (RFB), dated September 15, 2022. This addendum modifies the aforementioned RFB as set forth below:

- 1) The addition of two additional work items: replacing the outside corner trim and gable trim.



John Mannle, P.E.
Director of Public Works
September 21, 2022

____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

Complete the following chart by typing or use pen and ink.

2022 East Quincy Transfer Station Repairs Bid - Revised

Bid Item (Furnished and installed, complete and in place.)	Quantity	Unit Price	Total Price
36" x 120" x 0.18" (26 gauge) Steel PBR Panels Color = Surf White	140	24,226 -	24,226 -
37.5" x 96" x 8oz. Fiberglas Panels Color = Clear/Translucent	80	18,255 -	18,255 -
10.5' Long (Profile OC7, ASC or approved equal) Outside Corner Trim Color = Surf White	12	6,992 ⁵⁰	6,992 ⁵⁰
10.5' Long (Profile G8, ASC or approved equal) Gable Trim Color = Surf White	16	6,992 ²⁵	6,992 ²⁵
		Total:	56,466 ²⁵

Name & Address of BIDDER: (Please Print)

North State Painting & Construction (Please include your Business Card)
P.O. Box 42
Douglas City, Ca. 96024

Signature: Shannon P. Dittell Title: owner/contractor
Telephone: 530-778-3968
E-mail: nspainting99@gmail.com
Date: 10-6-2022

ADDENDUM

This proposal is submitted with respect to the changes to the contract included in Addendum No. 1.

Lic. B+C33 # 769471
DIR. # 1000012323
SB Cert. # 1088162

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CONTRACTOR INITIALS ____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and R3 Consulting Group, to conduct RRI analysis for the Audited Financial Statements for each of the franchise waste haulers per the terms of the Franchise Agreements; not to exceed \$3,500.00; approved as to form by County Counsel.

Recommendation

Public Works Solid Waste Division staff respectfully recommends that the Board of Supervisors authorize the Public Works Director and Chair of the Board of Supervisors to execute the attached Services Agreement with R3 Consulting Group, Inc. not to exceed \$3,500.00.

Background and Discussion

Per the terms of the Franchise Contract, an annual rate evaluation is performed for each of the franchise waste haulers. Per the terms of the Franchise Agreement, the haulers are to submit audited financial statements on or before March 15th. These statements are then evaluated by a third party entity to determine if the given contractor is due a rate increase or decrease.

To complete the rate analysis procedures for 2023 in the timeframe dictated by the Franchise Contract, Public Works requested a one-year sole source agreement. The sole source procurement was approved by County Counsel and Chair of the Board of Supervisors. A Formal RFQ process will be conducted prior to the need for audited financial statements in Spring of 2024. The attached Services Agreement between Plumas County and R3 Consulting Group, Inc. has been approved as to form by County Counsel.

The total compensation for this contract shall not exceed \$3,500.00. The Source of funding for this contract is the Plumas County Public Works Solid Waste Fund and does not involve Plumas County general funds.

Action:

Approve a Professional Services Agreement with R3 Consulting Group, Inc., discussion and consider authorization.

Attachments:

1. Sole source memo R3
2. R3 Contract

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

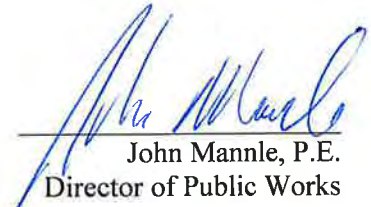
Sean Graham, Solid Waste Manager - John Mannle, P.E., Director of Public Works


To: Kevin Goss, Chair of the Board of Supervisors
From: Sean Graham, Solid Waste Program Manager
Date: October 20, 2022
Re: Request for Sole Source Contract with R3 Consulting Group

This memo is a request for pursuing a sole source contract with R3 Consulting Group, Inc. for a one-year extension. R3 provides an essential service to the Solid Waste Division by providing an independent analysis of the audited financial statements from the Franchise Contractors. This process is how the Solid Waste Division determines whether the Franchise Contractor in question is due a rate increase or decrease, per the terms of the Franchise Contract.

The current R3 Consulting agreement extension expired June 30, 2022. Complications from the Dixie Fire of 2021 delayed the rate analysis process for the calendar year of 2022 and delayed the required request for qualification for formal bids. To complete the rate analysis procedures for 2023 in the timeframe dictated by the Franchise Contract, Public Works is requesting approval of a one-year Sole Source Contract with R3 Consulting Group as they are the only consulting company who is familiar enough with our processes to complete the requirements in a timely manner. A formal RFQ process will be conducted prior to the need for audited financial statements in Spring of 2024.

Signatures below indicate approval of the sole source justification per Plumas County Purchasing Policy.


John Mannle, P.E.
Director of Public Works


Kevin Goss
Chair, Board of Supervisors
and Purchasing Agent

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Public Works** (hereinafter referred to as "**County**"), and **R3 Consulting Group, Inc.** a California Corporation (hereinafter referred to as "**Contractor**").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Five Hundred Dollars (\$3,500).
3. Term. The term of this agreement shall be from the date of execution through June 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

____ COUNTY INITIALS

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CONTRACTOR INITIALS



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

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

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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. 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:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971
Attention: John Mannle, Sean Graham

Contractor:

R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA, 95661
Attention: William Schoen

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

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CONTRACTOR INITIALS

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.

____ COUNTY INITIALS

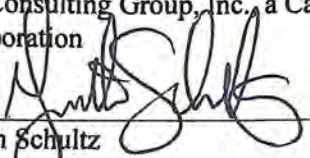
- 6 -

CONTRACTOR INITIALS




CONTRACTOR:

R3 Consulting Group, Inc., a California Corporation

By: 
Garth Schultz
President

Date signed: 10/22/2022

By: 
Janet Barile
Chief Financial Officer

Date signed: 10/22/2022

COUNTY:

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


By: _____
John Mannle, P.E.
Director of Public Works
Date signed: _____

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

ATTEST

By: _____
Heidi White
Clerk of the Board of Supervisors
Date signed: _____

Approved as to form:

 10/21/2022
Joshua Brechtel
Deputy County Counsel I

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Scope of Work

R3 will perform the following four tasks as part of our RRI review:

1. Document if the Contractors submitted required financial information to the County prior to the March 15th deadline, as required.
2. Calculate the Contractors' profit levels for calendar year 2022 to determine if the profit level of each Contractor is less than the 92% minimum profit level (operating ratio) that triggers an RRI.
3. If the Contractors' profit levels are less than 92% determine the allowed rate adjustment based on the rate adjustment methodology specified in Attachment E of the franchise agreements.
4. Submit separate electronic reports of our RRI review of each of the Contractors to the County with our recommended rate adjustments effective July 1st 2023.

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EXHIBIT B

Fee Schedule

Project Budget

We propose to complete this scope of work on a time and materials basis, for a not-to-exceed budget of **\$3,500**. Our current hourly billing rates, which will be used for this engagement, are provided with this proposal on the following page.

In the table below, we have provided the hourly billing rates for the R3 Project Team that may be involved in providing solid waste consultant services. These rates are effective July 1, 2022 and are subject to periodic adjustments based on CPI.

R3 CONSULTING GROUP, INC. RESOURCES • RESPECT • RESPONSIBILITY

CLASSIFICATION	HOURLY RATE
Principal	\$ 285 per hour
Sr. Director	\$ 285 per hour
Director	\$ 240 per hour
Sr. Managing Consultant	\$ 220 per hour
Managing Consultant	\$ 200 per hour
Sr. Consultant	\$ 190 per hour
Consultant	\$ 170 per hour
Associate Consultant	\$ 155 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - Private or company car	At Current Federal Rate
Travel - Other	Direct cost
Delivery and other expenses	Direct cost

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CONTRACTOR INITIALS





**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Gretchen Stuhr, Director of County Counsel
MEETING DATE: November 1, 2022
SUBJECT: Approve and authorize Chair to sign and ratify Public Defender Agreement between Plumas County and Jude M. Koenig, effective October 1, 2022; approved as to form by County Counsel

Recommendation

The County Counsel's office would like the Board of Supervisors to approve and ratify the permanent replacement Public Defender contract with Jude M. Koenig, effective October 1, 2022.

Background and Discussion

The County Counsel's Office has been given the task of drafting a public defender contract with Jude M. Koenig for the permanent replacement of Bill Abramson.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

Attachments:

1. PD Agreement

**PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT**
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, Jude M. Koenig (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on November 1, 2022, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of October 1, 2022 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: The County shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. **Cases Pending on Commencement of Contract**: Public defender cases to which the Attorney was appointed by County's courts prior to October 1, 2022, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract.

6. **Compensation**: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. **Expenses of County**: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization that the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney 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 Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases.

12. **Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services in that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY



Jude M. Koenig, Esq.

Dated: 10/11/22

COUNTY OF PLUMAS

Kevin Goss, Chair
Board of Supervisors

Dated: _____

ATTEST:


Heidi White, Clerk of the Board

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.



PLUMAS COUNTY SUPERIOR COURT
By Hon. Douglas Prouty, Presiding Judge

Dated: 10/12/22



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Facility Services and Skyline Home Improvement for general roofing services for County facilities; not to exceed \$10,000.00; approved as to form by County Counsel.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Skyline Home Improvement for general roofing services for County facilities.

Background and Discussion

Skyline Home Improvement provides general roofing services such as inspection, regular repair, emergency repair, maintenance, and waterproofing.

Action:

Approve and authorize Board Chair to sign agreement between Facility Services and Skyline Home Improvement for general roofing services for County facilities.

Attachments:

1. 22-594 FINAL - Skyline Home Improvement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as "County"), and **Skyline Home Improvement**, a Partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Thousand dollars and 00/100 (\$10,000)**.
3. Term. The term of this agreement shall be from **December 1, 2022 through November 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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

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

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

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

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

obligations under this Agreement. Contractor represents that it holds a current and active license as a **Class B – General Building Contractor** and **Class C39 – Roofing**, issued by the state of California, No. 909936.

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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

County:

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

Contractor:

Skyline Home Improvement
PO Box 56
Twain CA 95984
Attention: Hardy or Joyce Lindahl

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:

Skyline Home Improvement, a Partnership

By: _____

Name: Hardy Lindahl

Title: Owner

Date signed:

By: _____

Name: Joyce Gerry-Lindahl

Title: Owner

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

10/12/2022

EXHIBIT A

Scope of Work

1. Contractor shall provide roofing services on an 'as-needed' basis upon request by the Facility Services Department.
2. Service contemplated by the parties include, but are not limited to, the following:
 - a. Inspect
 - b. Regular repair
 - c. Emergency repair
 - d. Maintenance
 - e. Waterproofing
3. All work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. Unless otherwise specified in writing, Contractor shall be paid:
 - a. Labor - \$128/hr/person
2. Unless otherwise specified in writing, Contractor shall be paid monthly upon submittal of a written invoice to the County setting for the following:
 - a. A description of the services provided including the date of services(s), amount of time expended, and any applicable hourly rate.
 - b. A description of any reimbursable materials and costs incurred, date(s) incurred, to whom incurred, together with supporting documentation for the same.
3. Unless otherwise specified in writing, County shall make payment within 30 days of receipt of Contractor's invoice.
4. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this agreement.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and Dig It Construction, Inc., for snow removal at the Chester facilities; effective November 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel.

Recommendation

Approve and authorize Board Chair to sign and ratify contract to November 1, 2022 between Facility Services and Dig It Construction, Inc. for snow removal at Chester facilities.

Background and Discussion

Dig It Construction, Inc. will provide snow removal services for the parking lots at the Chester Complex, Chester Library, Chester Memorial Hall, and Almanor Rec Center as needed.

Action:

Approve and authorize Board Chair to sign and ratify contract to November 1, 2022 between Facility Services and Dig It Construction, Inc. for snow removal at Chester facilities.

Attachments:

1. 22-597 FINAL - Dig It Construction, Inc.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Facility Services** (hereinafter referred to as "County"), and **Dig It Construction, Inc.**, a CA corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Fifteen Thousand dollars** (\$15,000).
3. Term. The term of this agreement shall be from **November 1, 2022** through **October 31, 2023** unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Dig It Construction, Inc. from November 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

Contractor:

Dig It Construction, Inc.
PO Box 494
Chester CA 96020
Attention: Caleb Holland, Owner

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:

Dig It Construction, Inc., a CA corporation

By: _____

Name: Caleb Holland

Title: CEO / CFO

Date signed:

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

10/13/2022

EXHIBIT A

Scope of Work

1. Provide equipment and operator for snow removal from the parking lots at the following sites:

Chester Memorial Hall
Chester Library and Court Complex
Almanor Rec Center

2. Snow shall be removed by the request of the Department of Facility Services at the Chester Memorial Hall and Almanor Rec Center.
3. Snow shall be removed by 8:00 am, Monday through Friday as needed at the Chester Library and Chester Court Complex.
4. Equipment to be used shall be a 950 Loader or equivalent.

EXHIBIT B

Fee Schedule

Loader:

- 5 yard bucket \$150.00/hr
- 6 yard bucket \$160.00/hr
- 7 yard bucket \$170.00/hr

Services provided shall be billed monthly

Payments are due net 30

DIG IT CONSTRUCTION, INC

October 11, 2022

Plumas County
Facilities – Rob McAdams
robertmcadams@countyofplumas.com

Re: Snow Removal at Chester Library, Court Complex, Memorial Hall, Rec Center

Dear Rob,

As we near the end of another season, it's time to start considering the need for snow removal services. Dig It Construction, Inc. would like the opportunity to provide snow removal services for your business. We have various pieces of equipment and the ability to perform all of your snow removal needs.

Dig It Construction, Inc. is licensed and insured; we have an experienced crew of professional equipment operators who will make your snow removal season a pleasant experience.

The following are the hourly rates (with a ½ hour minimum) for the 2022-2023 snow season:

Loader w/6 yard bucket	\$160.00	Loader w/5 yard bucket	\$150.00
Loader w/7 yard bucket	\$170.00	Backhoe	\$140.00
772CH 6 Wheel Grader	\$150.00	10 yard Dump Truck	\$140.00
Skid Steer w/ Snow Blower	\$125.00	Snow Blower	\$120.00
Snow shoveling shoveling)	\$75.00	Ice Melt will be applied as needed (included with	

Snow will be removed when 3 or more inches accumulate, unless otherwise arranged. A copy of our general liability and worker's compensation policies may be provided upon request. A 30 day cancellation notice will be required prior to cancellation by either party.

Please note the following:

Tall visible markers, such as snow stakes should be used to mark any and all areas that need to be avoided during snow removal, as the equipment operator cannot see what is underneath the snow.

Dig It Construction, Inc. and its employees will not be held responsible for the following:

1. Damage to any items that are not properly marked.
2. Damage caused when piling snow in areas designated by the customer.
3. Damage caused by requests to remove snow in areas close to buildings, windows or areas unfamiliar to the operator and/or hidden by snow.
4. Driver reserves the right to choose not to remove snow in an area if it's believed that it could be dangerous or damage from removal could occur.
5. Customers are responsible for damage caused by 'normal snow removal wear and tear', i.e. chains, bucket marks, etc.

**PO BOX 494
CHESTER CA 96020
PHONE 530-258-3306 FAX 530-258-4246
California Small Business #22874**

October 11, 2022

If you agree to the conditions above, please complete the information below, sign the contract and return as soon as possible.

Customer Signature: _____ Date: _____

Business Name: _____ Contact Name: _____

Physical Job Location: _____

Billing Name: _____ Billing Address: _____

Contact Phone Numbers: _____

Prior to snow removal beginning, someone will be in contact with you to perform a walk through so that we are aware of any objects or special requirements your property may have.

Please return this signed contract as soon as possible to avoid any delays in your snow removal services.

Thank you for your business and I hope you enjoy this winter season.

Sincerely,



Caleb Holland
Dig It Construction, Inc.
President



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Plumas Rural Services-Support for Client Assistance and Homeless Prevention Services; effective July 1, 2022; not to exceed \$210,860.81; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign and ratify an Agreement between Behavioral Health and Plumas Rural Services - Support for Client assistance and Homeless Prevention Services.

Background and Discussion

Approve and authorize the Chair to sign and ratify an Agreement between Behavioral Health and Plumas Rural Services - Support for Client assistance and Homeless Prevention Services. not to exceed \$210,860.81; approved as to form by County Counsel

Action:

Approve and authorize the Chair to sign and ratify an Agreement between Behavioral Health and Plumas Rural Services - Support for Client assistance and Homeless Prevention Services.

Attachments:

1. 2681_001

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 two hundred ten thousand, eight hundred sixty dollars and 81 cents (\$210,860.81).
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.

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.

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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).

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CONTRACTOR INITIALS ____

- 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
Plumas Rural Services
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

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

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

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:



Gretchen Stuhr
Plumas County Counsel

10/4/2022

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

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CONTRACTOR INITIALS ____

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 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 – Support for Client Assistance and Homeless Prevention Services

In partnership with Plumas County Behavioral Health (PCBH), Plumas Rural Services (PRS) will provide support with payments for client housing and other ancillary supports, through MHSA Community Services and Supports (CSS) funding, to PCBH clients who are homeless or at risk of homelessness and in need of emergency lodging, transitional housing, and/or ancillary supports. These may include but are not limited to prescription drug assistance, utility and rental assistance, and other means of stabilizing supports, as identified. These services and supports will be provided to PCBH clients as directed by PCBH.

This program shall be categorized into the following components of client services and supports:

- 1) Homeless Prevention Services in the form of:
 - a) Emergency lodging – short-term housing that is provided from 1-30 days, typically provided in a motel or similar dwelling;
 - b) Transitional housing - transitional housing services, meaning greater than 30 days and up to one year, may be in a single-occupancy, or when indicated, in a multiple-occupancy furnished unit, unless prior written approval for an alternative arrangement has been approved by PCBH.
 - c) Rental and utility assistance – rental assistance may include move-in deposits and monthly rental subsidies, approved by PCBH to encompass whole or partial amounts, depending on client needs.

PRS will support these efforts by holding leases for rented spaces that serve as Transitional Housing. PRS will support the payment of the monthly rents and utilities. PRS will support the payment of bills for emergency housing as needed. PRS will not provide maintenance, client intakes, check-ins or terminations, cleaning spaces after exits, repairs, arrangement for repairs, moving any items or anything other than payment of rents, utilities, ancillary supports and/or other expenses related to provision of program services.

- 2) Medication Assistance – prescription or over-the-counter medications, which are prescribed or recommended by the client's primary care physician or psychiatrist, may be paid for through medication assistance.
- 3) Other Ancillaries by Request – PRS, at the request and approval of PCBH, may provide other ancillary supports, such as bus passes, tuition assistance for classes, as well as any other ancillary requests made by PCBH to support Full-Service Partnership clients' and other PCBH clients' needs.

- 4) Patients' Rights Advocate Stipend – PRS will provide a monthly payment for services and expenses reimbursement to the Plumas County Behavioral Health Patients' Rights (consumer) Advocate

Deliverables

Homeless Prevention Services:

Plumas Rural Services (PRS) will maintain working relationships with landlords who own rental units used by PCBH for Transitional Housing. PRS will provide monthly payment of rents for rental units in addition to monthly utility payments.

PRS will work with potential new landlords to acquire new rental units based upon a referral from PCBH of new rental opportunity. PCBH will be responsible for researching and seeking new potential rentals. PRS will work with the landlord to acquire the new unit.

PRS will provide a Facilities Manager whose responsibilities include:

- Working with current and potential landlords regarding current rentals and acquire new rentals;
- Will liaison with the landlord regarding client complaints or problems;
- Will notify PCBH of client complaints or problems for problem-solving;
- Will continually communicate with landlord regarding any concerns.

PRS will provide a Fiscal Clerk whose responsibilities include:

- liaising with appropriate PCBH staff;
- processing payments for ancillary services including prescription assistance, utility assistance, rental assistance and other concerns (cars, plumbing, phone, etc.);
- paying for bills associated with contractors and/or other vendors who repair and maintain the units;
- paying for bills associated with emergency housing stays in local motels;
- paying for bills associated with rentals including all utilities;
- paying bill for storage shed which contains furniture and supplies.

Other staff includes the Program Services Manager for supervision and support for the Facilities Manager and Fiscal Clerk.

Medication Assistance and Other Ancillary Supports:

PRS will provide ancillary supports to consumers in need of stabilizing to reduce prolonged suffering caused by severe mental illness and to improve. Such will include managing prescription drug vouchers, rental assistance, utility assistance, emergency lodging, and miscellaneous assistance.

Patients' Rights Advocate:

PRS will also provide the monthly contract payment, expense reimbursement and training reimbursement for the Plumas County Behavioral Health Patients' Rights Advocate.

The Patients' Rights Advocate supports the local Mental Health Plan by working with Plumas County Behavioral Health Quality Assurance manager and staff on client-related issues of quality improvement/assurance and the grievance resolution process. The Advocate is not a contractor nor an employee of PCBH; receiving a payment through a funded partner, such as PRS, allows for the timely remuneration to the Advocate for contributing time and effort in resolving behavioral health grievances while remaining a neutral party in the process, being viewed as an agent who is separate from the Plumas County Behavioral Health Department.

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.

No program reporting is required for this contract. The contractor shall provide County a monthly invoice to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Che Shannon cshannon@pcbh.services no later than the 15th day of the month following each month.

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

Program Category	Description of Cost	Maximum Amount Allowed
Personnel		
Fiscal Clerk	.25 FTE	\$12,464.00
Facilities Manager	.025 FTE	\$1,303.55
Program Services Manager	.025 FTE	\$2,266.40
Staff Benefits	FICA, SSI/SUI, W/C, Benefits Plan	\$4,720.28
Supplies	Office & Program Supplies	\$750.00
Direct Operating Costs	Rent, Utilities, Communications, Insurance, Audit, Storage Space Rental	\$1,700.00
Training	Annual Training for Staff – Prorated	\$153.00
Ancillary Services	Rental/Utility Assistance, Emergency Lodging & Transitional Housing, Vouchers, Furnishings, etc.	\$150,000.00
Patients' Rights Advocate Stipend and Training	PCBH Quality Assurance and Grievance Process and Advocacy	\$10,000.00
		\$183,357.23
Indirect Expenses	15% of Direct Costs	\$27,503.58
Total Not to Exceed		\$210,860.81

Budget Description:

1. Fiscal Clerk @ 10 hrs./wk– Supports payment of all expenses related to contract including rents, utilities, ancillary expenses, contractors, etc.
2. Facilitates Manager @ 1 hrs/wk. – Works with landlords to meet their needs, answer questions, liaison between landlord & PCBH, works with PRS staff to order furniture and supplies as needed for Transitional Housing, etc.
3. Program Services Manager @ 1 hr./wk. – Oversees contract and supports staff as needed.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

Benefits include FICA, Social Security, State Unemployment Insurance, Worker's Compensation, and PRS' Benefits Plan for all staff, prorated based on FTE allocated.

Supplies

A prorated portion of office supplies based on FTE percentage, up to \$62.50/month for program supplies including checks and envelopes for payments.

Direct Operating Costs

Rent, utilities, cell phone/landline, insurance, and audit. Amounts 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 are calculated based on space allocation use. Cell phone and landline 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. This line item includes the cost of rental for the storage shed that store extra furniture and supplies.

Training

Pro-rated cost for staff to complete training(s) as required by California law.

Ancillary Services

\$12,000 estimated for prescription vouchers, utility assistance, miscellaneous assistance

\$8,000 estimated for transitional housing furnishings

\$45,000 estimated for rental assistance

\$85,000 estimated for emergency lodging and transitional housing

Advocate/Commission Stipends

\$450/month stipend and up to \$7,500 for the year for internet, cell phone, office supplies and mileage reimbursement for Advocate.

Indirect Expenses 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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and California Mental Health Services Authority, for payment reform, policy changes, data exchanges, and project management services not to exceed \$85,300.00; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign an Agreement with the California Mental Health Services Authority for project assistance in Payment Reform, Policy Changes, and Data Exchange.

Background and Discussion

Approve and authorize the Chair to sign an Agreement with the California Mental Health Services Authority for project assistance in Payment Reform, Policy Changes, and Data Exchange. This Agreement is not to exceed \$85,300.00; approved as to form by County Counsel.

Action:

Approve and authorize the Chair to sign an Agreement with the California Mental Health Services Authority for project assistance in Payment Reform, Policy Changes, and Data Exchange.

Attachments:

1. 22-404 FINAL

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Plumas County ("Participant") desires to participate in the Program identified below.
Name of Program: Behavioral Health Quality Improvement Program (BHQIP)
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - ☒ Exhibit A Program Description and Funding
 - ☒ Exhibit B General Terms and Conditions
 - ☒ Exhibit C County Specific Scope of Services and/or Funding
 - ☒ Appendix A Work Order Form
3. The maximum amount payable under this Agreement is \$85,300
4. The term of the Program is upon execution through June 30, 2024.
5. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant: Plumas County

Signed: _____ Name (Printed): Sharon Sousa

Title: Behavioral Health Interim Director Date: _____

Signed: _____ Name (Printed): Kevin Goss

Title: Chair, Board of Supervisors Date: _____

ATTEST

Signed: _____ Name (Printed): Heidi White

Title: Clerk of the Board Date: _____

Approved as to form:

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: Behavioral Health Quality Improvement Program**
- II. Term of Program: Upon Execution through June 30, 2024**
- III. Program Objective and Overview:**

CalMHSA will provide the below-described projects to support County Behavioral Health Plans in meeting select Milestones required to complete the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) deliverables. Projects are responsive to the BHQIP requirements under the following categories:

- Payment Reform
- Policy Changes
- Data Exchange

Participant (County) will select which BQHIP Projects in which they are participating from Table 1 below.

TABLE 1				
BHQIP REQUIRED SERVICES				
ITEM #	CATEGORY	BHQIP REQUIREMENT	CalMHSA DELIVERABLE(S)	RATE
1	Payment Reform	Milestone 1a(iii): Subcontractor Boilerplates reflect new code set and claiming requirements	CalMHSA will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$3,450
2	Policy Changes	Milestone 2d(iv): Updated Utilization Management Protocol	CalMHSA will conduct a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards.	\$4,600
3	Data Exchange	Milestone 3d(i): Finder File & Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA), Follow-up After Emergency Department Visit for Mental Illness (FUM) and Pharmacotherapy for Opioid Use Disorder (POD) data analysis	CalMHSA will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CalMHSA will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$5,750

4	Data Exchange	Milestone 3d(i), 3d(ii), 3d(iii)	Using Participant baseline data analysis as described above, CalMHSA will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions to improve performance related to measures indicated under Milestone 3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.	\$46,000
OPTIONAL SERVICES				
		PROFESSIONAL SERVICES		HOURLY RATE
1		Project Management Services <i>(General BHQIP Implementation Support)</i>		\$175
2		Clinical Services <i>(Clinical Training and Policy Changes Implementation Support)</i>		\$200

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

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

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Deliver services to support Participants in completing the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) requirements.
 - 3. Manage funds received from, Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer required initial Program funds as specified in Exhibit C, Program Description and Funding, which Participant will pay within 30 days of execution of this agreement. Thereafter, remaining funds to be paid by Participant to CalMHSA on a quarterly basis, upon receiving an invoice from CalMHSA.
 - 2. Submit a Work Order form for any additional professional services required by the Participant if identified post-contract execution.
 - 3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - 4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
 - 5. Provide feedback on Program performance.

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

III. Duration, Term, and Amendment

- A. The term of the Program is upon execution through June 30, 2024.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit C, County Specific Scope of Work and/or Funding.
- B. Payment Terms –
 - a. Upon Execution of Agreement – Initial funding amount, minimum of \$200,000 or as defined in Exhibit C.
 - b. Subsequent Payments – If applicable, Participant shall pay CalMHSA on a quarterly basis upon receipt of a CalMHSA invoice for deliverables completed. Payable within 30 days of receipt of CalMHSA invoice.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify

CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Participation Agreement**EXHIBIT C –County Specific Scope of Services and Funding**

ITEM #	CATEGORY	CalMHSA DELIVERABLE(S)	RATE	SELECTION (MARK WITH AN X)	TOTAL
1	Payment Reform	CalMHSA will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$3,450	X	\$3,450
2	Policy Changes	CalMHSA will conduct a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards.	\$4,600	X	\$4,600
3	Data Exchange	CalMHSA will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CalMHSA will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$5,750	X	\$5,750
4	Data Exchange	Using Participant baseline data analysis as described above, CalMHSA will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions to improve performance related to measures indicated under Milestone	\$46,000	X	\$46,000

		3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.			
	PROFESSIONAL SERVICES*		HOURLY RATE	Number of Hours	TOTAL
1	Project Management (General BHQIP Implementation Support)		\$175	100	\$17,500
2	Clinical (Clinical Training and Policy Changes Implementation Support)		\$200	40	\$8,000
GRAND TOTAL					\$85,300

***NOTE:** If the Participant is in need of additional professional services post-contract execution, the Participant must complete and submit a work-order form to CalMHSA found in Appendix A.

Appendix A

PARTICIPANT(S) WORK ORDER -BHQIP			
ADDITIONAL PROFESSIONAL SERVICES			
Participant (County)			
Funding Timeframe <i>[Commencement and termination dates for this Work Order.]</i>	Start Date	End Date	
Total Funding Amount	\$0,000,000.00		
SERVICES	TOTAL HOURS NEEDED	HOURLY RATE	TOTAL
Project Management Services <i>(General BHQIP Implementation Support)</i>		\$175	
Clinical Services <i>(Clinical Training and Policy Changes Implementation Support)</i>		\$200	
TOTAL			\$



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Adopt Resolution authorizing application for and receipt of Permanent Local Housing Allocation Program Grant Funds; approved as to form by County Counsel.

Recommendation

It is respectfully requested the Board of Supervisors authorize the Behavioral Health Director to sign any documents pertaining to the Permanent Local Housing Allocation Program Funds grant as the Board's designee.

Background and Discussion

The resolution would allow Plumas County Behavioral Health Director to execute PLHA program requirements and guidelines in accordance with the State of California Department of Housing and Community Development Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to cities and counties.

Action:

Adopt Resolution authorizing application for and receipt of Permanent Local Housing Allocation Program Funds

Attachments:

1. BH Resolution

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS**

The **supervisors** of the **County of Plumas** ("Applicant") hereby consent to, adopt and ratify the following resolution:

- A. **WHEREAS**, the State of California (the "State"), Department of Housing and Community Development ("Department") is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and
- B. **WHEREAS**, the State Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and
- C. **WHEREAS**, Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and
- D. **WHEREAS**, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients; and
- E. **WHEREAS**, the PLHA Program requires an authorized signer to approve the various applications, grant allocations and reports, and that this authorized signer be approved by resolution of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, of **\$727,093**, in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
- 4. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
- 5. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
- 6. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a

Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

7. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
8. The **Plumas County Behavioral Health Director** is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate, subject to approval as to form by the Plumas County Counsel.

The foregoing Resolution was duly PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the _____ by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Said resolution to be effective as of the _____.

Signature of Approving Officer

**Kevin Goss, Chair
Board of Supervisors**

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of said Board of Supervisors does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the **Board of Supervisors of the County of Plumas** which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____

Signature of Attesting Officer

Heidi White, Clerk of said Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between Plumas County Behavioral Health and Sierra Cascade Family Opportunities, to conduct classroom mental health evaluation services, effective August 1, 2021; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign and ratify a Memorandum of Understanding for Mental Health Services between Plumas County Behavioral Health and Sierra Cascade Family Opportunities effective August 1, 2021. This MOU allows Behavioral Health to conduct classroom observations to evaluate program practices, and determine whether practices promote child mental health, wellness, and social /emotional development. Observe children to determine any concerns or potential mental health referral needs. Approved to form by County Counsel.

Background and Discussion

Approve and authorize the Chair to sign and ratify a Memorandum of Understanding for Mental Health Services between Plumas County Behavioral Health and Sierra Cascade Family Opportunities effective August 1, 2021. This MOU allows Behavioral Health to conduct classroom observations to evaluate program practices, and determine whether practices promote child mental health, wellness, and social /emotional development. Observe children to determine any concerns or potential mental health referral needs. Approved to form by County Counsel.

Action:

Approve and authorize the Chair to sign and ratify a Memorandum of Understanding for Mental Health Services between Plumas County Behavioral Health and Sierra Cascade Family Opportunities effective August 1, 2021, approved to form by County Counsel.

Attachments:

1. 2.D.4.

MEMORANDUM OF UNDERSTANDING
FOR
MENTAL HEALTH SERVICES
Between
PLUMAS COUNTY BEHAVIORAL HEALTH (PCBH)
And
SIERRA CASCADE FAMILY OPPORTUNITIES (SCFO)

PURPOSE: The purpose of this agreement is to describe the policies and procedures of Plumas County Behavioral Health (PCBH) and Sierra Cascade Family Opportunities (SCFO) relating to children Birth – 5 years of age who are eligible for services from one or both agencies named above, who reside in Plumas County that are parties to this agreement. Head Start Performance Standards require that the service of a mental health professional (or professionals) is on a regular schedule of sufficient frequency to insure the timely and effective identification of and intervention in family and staff concerns about a child, this is in accordance with Performance Standards 1302.45(a)(2), 1302.45(b) and 1302.46(b)(1)(iv). It also required that Mental Health consultants are licensed or certified health professionals with the inclusion of knowledge and experience in serving young children and their families according to Performance Standards 1302.91 (e)(8)(i)(ii).

TERMS OF AGREEMENT: This agreement shall be in effect as of August, 1 2021. This agreement shall be reviewed annually but it will be considered in effect without the need for annual resigning unless one or the other party requires changes or determines that they cannot continue to party to the agreement. In either case, the party wishing to initiate a change or to terminate the agreement shall be responsible for notifying the other party in writing. The agreement shall terminate within 30 days of such written notification unless a modified agreement is signed by both parties. County's Board of Supervisors hereby ratifies, and approves services between Sierra Cascade Family Opportunities and Plumas County Behavioral Health from August 1, 2021 to the date of approval of this Agreement by the Board of Supervisors

SERVICES:

1. PCBH will conduct at least one two hour classroom mental health observation by October each year, per requested number of classrooms/socializations to evaluate program practices, determine whether observed practices promote child mental health wellness and social/emotional development, identify areas needing improvement, and observe children present to determine any concerns or potential mental health referral needs. The first observation will be conducted as In-kind and additional observations can be completed for a fee of \$60 per hour, payable by SCFO upon receipt of a written invoice from PCBH.
 - (A.) PCBH will contact Head Start site staff prior to visit and schedule a mutually convenient time for observing children interacting socially with each other and with staff.
 - (B.) PCBH will share results of observation with staff, including any

Concerns about individual children as soon as possible after completing observation. If concerns are identified, the formal referral process will be followed, including parent notification and permission procedures.

- (C.) PCBH will submit a written summary of observation, including any specific concerns about a child, staff, or classroom environment to SCFO Education Services Manager no later than two weeks after completing observation. This written observation will be maintained by the SCFO Education Services Manager, who in turn will ensure any needed follow-up.

- 2. PCBH staff will make recommendations for referral of children to Plumas County Children's System of Care, for Mental Health Assessments and services. This collaboration will consider the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. §705(9)(b) of the Rehabilitation Act is not excluded from the program on the basis of disability, and consulting with the parents and the child's teacher.

FEES:

As previously noted, PCBH will provide one (1) classroom observation annually, for each SCFO classroom and/or socialization in Plumas County, as In-Kind. All additional observations that are not associated with an open mental health case will be billed at a rate of \$60.00 an hour for observation, consultation and written report production payable by SCFO upon receipt of a written invoice from PCBH.

INDEMNITY:

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 SCFO 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 SCFO 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. SCFO 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 the County, including defense costs, and shall not be limited by any insurance limits.

I have read and agree to the Memo of Understanding for services.

Plumas County Behavioral Health

Sharon Sousa

Behavioral Health Interim Director

SIGNATURE

DATE

DATE

Approved As To Content:

Kevin Goss

Chair, Board of Supervisors

SIGNATURE

DATE

Attest:

Heidi White

Clerk of the Board of Supervisors

SIGNATURE

DATE

Sierra Cascade Family Opportunities

Brenda Poteete

Executive Director

SIGNATURE

DATE

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

10/19/2022



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign and ratify the Addendum to the Memorandum of Understanding between the County of Plumas and California Health and Wellness, setting out specific guidance on the dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign and ratify the Addendum to the Memorandum of Understanding between the County of Plumas and California Health and Wellness, setting out specific guidance on the dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans; approved as to form by County Counsel.

Background and Discussion

Action:

Authorize the Chair to sign and ratify the Addendum to the Memorandum of Understanding between the County of Plumas and California Health and Wellness, setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans. Approved to form by County Counsel.

Attachments:

1. California Health and Wellness Dispute Resolution

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS
AND
CALIFORNIA HEALTH AND WELLNESS**

This Addendum is made and entered into as of this ____ day of _____ 2022, by and between the MHP of Plumas County (hereinafter, referred to as "MHP"), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness (hereinafter, referred to as "CHWP").

WHEREAS, CHWP and County of Plumas are parties to a Memorandum of Understanding (the "**MOU**") dated May 19, 2015.

WHEREAS, the Department of Health Care Services ("DHCS") issued All Plan Letter 21-013 dated October 4, 2021, as such APL may be further amended or superseded ("APL 21-013"), setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Section eight (8.) DISPUTE RESOLUTION PROCESS through Section thirteen (13) CONSULTATION shall be renumbered to read as Sections eight (8) through fifteen (15)
2. That Section eight (8) DISPUTE RESOLUTION PROCESS shall be updated with the following language, which language is intended to be consistent with the requirements of APL 21-013. To the extent the language provided in Section (8), conflicts with the specific terms and conditions contained in APL 21-013, APL21-013 terms and conditions shall control.
3. That new Section Nine (9.) EXPEDITED DISPUTE RESOLUTION PROCESS, and new Section Ten (10.) FINANCIAL LIABILITY shall be added to the agreement as follows. To the extent the language provided in Sections (9.) and/or (10.), conflicts with the specific terms and conditions contained in APL 21-013, APL21-013 terms and conditions shall control:

CATEGORY	MHP	CHWP
8. Routine Dispute Resolution Process	<ol style="list-style-type: none">1. MHP Liaison will participate in an annual review, update and/or renegotiations with CHWP on this agreement as is mutually agreed.2. When the MHP has a dispute with CHWP that cannot be resolved to the	<ol style="list-style-type: none">1. CHWP liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.2. When CHWP has a dispute with the MHP that cannot be resolved to the

	<p>satisfaction of the MHP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</p> <p>3. Regardless of MOU status, CHWPs and MHP must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or the CHWP must submit a written "Request for Resolution" to DHCS. If the CHWP submits the Request for Resolution it must be signed by the CHWP's Chief Executive Officer (CEO) or the CEO's designee. The Request for Resolution must include:</p> <p>a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either the CHWP or the CHWP and the expected rate of payment for each</p>	<p>satisfaction of CHWP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the CHWP may submit a request for resolution to the Department.</p> <p>3. Regardless of MOU status, CHWPs and MHP must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or the CHWP must submit a written "Request for Resolution" to DHCS. If the CHWP submits the Request for Resolution it must be signed by the CHWP's Chief Executive Officer (CEO) or the CEO's designee. The Request for Resolution must include:</p> <p>a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either the CHWP or the CHWP and the expected rate of payment for each type of service;</p>
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	<p>type of service;</p> <p>b. A history of the attempts to resolve the issue(s) with the MHP;</p> <p>c. Justification for the CHWP's desired remedy; and</p> <p>d. Any additional documentation that the CHWP deems relevant to resolve the disputed issue(s), if applicable.</p> <p>4. The Request for Resolution must be submitted via secure email to: <u>MCQMD@dhcs.ca.gov</u>.</p> <p>5. Within three business days of receipt of a Request for Resolution from a CHWP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email ("Notification"). The MHP will have three business days from the receipt of Notification to submit a response to the CHWP's Request for Resolution and to provide any relevant documents to support the MHP's position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS</p>	<p>b. A history of the attempts to resolve the issue(s) with the MHP;</p> <p>c. Justification for the CHWP's desired remedy; and</p> <p>d. Any additional documentation that the CHWP deems relevant to resolve the disputed issue(s), if applicable.</p> <p>4. The Request for Resolution must be submitted via secure email to: <u>MCQMD@dhcs.ca.gov</u>.</p> <p>5. Within three business days of receipt of a Request for Resolution from a CHWP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email ("Notification"). The MHP will have three business days from the receipt of Notification to submit a response to the CHWP's Request for Resolution and to provide any relevant documents to support the MHP's position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS will forward a copy of the Request for Resolution to</p>
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	<p>will forward a copy of the Request for Resolution to the affiliated CHWP, within three business days of receipt. The CHWP will have three business days to respond and provide relevant documents.</p> <p>6. If a MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless the CHWP disputes the rate of payment in its response. If the CHWP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if a CHWP requests a rate of payment in its Request for Resolution, and the CHWP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP.</p> <p>7. At its discretion, DHCS may allow representatives of the CHWP and MHP the opportunity to present oral arguments.</p> <p>8. The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint</p>	<p>the affiliated CHWP, within three business days of receipt. The CHWP will have three business days to respond and provide relevant documents.</p> <p>6. If a MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless the CHWP disputes the rate of payment in its response. If the CHWP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if a CHWP requests a rate of payment in its Request for Resolution, and the CHWP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP.</p> <p>7. At its discretion, DHCS may allow representatives of the CHWP and MHP the opportunity to present oral arguments.</p> <p>8. The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint recommendation to DHCS' Director, or the Director's</p>
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	<p>recommendation to DHCS' Director, or the Director's designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of the CHWP and the MHP; and any oral arguments presented.</p> <p>9. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to the CHWP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions the CHWP and MHP are required to take to implement the decision. Any such action required from either the CHWP or the MHP must be taken no later than the next business day following the date of the decision.</p> <p>10. A dispute between the MHP and CHWP will not delay medically necessary specialty mental health services, physical health</p>	<p>designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of the CHWP and the MHP; and any oral arguments presented.</p> <p>9. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to the CHWP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions the CHWP and MHP are required to take to implement the decision. Any such action required from either the CHWP or the MHP must be taken no later than the next business day following the date of the decision.</p> <p>10. A dispute between the CHWP and the MHP will not delay medically necessary specialty mental health services, physical health care services, or related</p>
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	<p>care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries, when it is reasonably foreseeable that delay in the provision of services is likely to harm the beneficiary.</p> <p>11. Nothing in this section will preclude a beneficiary from utilizing the MHP's beneficiary problem resolution process or any similar process offered by CHWP or to request a fair hearing.</p> <p>12. If a dispute occurs between the member and the MHP or CHWP, the member will continue to receive medically necessary health care and mental health care services, including prescription drugs until the dispute is resolved.</p> <p>13. When the dispute involves CHWP continuing to provide services to a beneficiary that the CHWP believes requires specialty mental health services from the MHP, the MHP shall identify and provide CHWP with the name and telephone number of a psychiatrist or other qualified licensed mental health.</p>	<p>prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries, when it is reasonably foreseeable that delay in the provision of services is likely to harm the beneficiary.</p> <p>11. Nothing in this section will preclude a beneficiary from utilizing the CHWP's beneficiary problem resolution process or any similar process offered by the MHP or to request a fair hearing.</p> <p>12. If a dispute occurs between the member and CHWP or MHP, the member will continue to receive medically necessary health care and mental health care services, including prescription drugs until the dispute is resolved.</p>
9. Expedited Dispute Resolution Process	1. The CHWP and MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and	1. The CHWP and MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and

	<p>the CHWP and/or MHP determine that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function.</p> <p>2. Under this expedited process, the CHWP and MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member.</p> <p>3. If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP. Conversely, if the If CHWP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP.</p> <p>4. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both</p>	<p>the CHWP and/or MHP determine that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function.</p> <p>2. Under this expedited process, the CHWP and MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member.</p> <p>3. If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP. Conversely, if the If CHWP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP.</p> <p>4. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both</p>
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	parties and affirmation of the stated jeopardy to the member.	parties and affirmation of the stated jeopardy to the member.
10. Financial Liability	1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, the CHWP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), and section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.	1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, the CHWP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), and section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.

4. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

California Health and Wellness:

Signature: _____

Print Name: Martha Santana-Chin

Title: Medicare and Medi-Cal President

Date: _____

County of Plumas:

Signature: _____

Print Name: Sharon Sousa

Title: Interim Director Plumas County Behavioral Health

Date: _____

Signature: _____

Print Name: Kevin Goss

Title: Chair – Plumas County Board of Supervisors

Date: _____

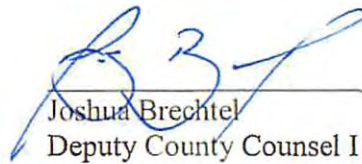
Signature: _____

Print Name: Heidi White

Title: Plumas County Board Clerk

Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

10/21/2022



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
 Kevin Goss, Chair 2nd District
 Sharon Thrall, 3rd District
 Greg Hagwood, 4th District
 Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON OCTOBER 4, 2022

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER/ ROLL CALL - 9:00 A.M.

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss

1. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Chairman Goss announced the Items to be discussed in the Closed Session.

A. 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 Walker Ranch Community Service District Governing Board

1) WALKER RANCH COMMUNITY SERVICE DISTRICT

Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

Adjourn as the Walker Ranch Community Service District Governing Board and reconvene as the Board of Supervisors

- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. 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)

Supervisor Goss came out of the closed session to convene as the Walker Ranch Community Service District, and announced item 1.A.1 to be discussed in the closed session.

Supervisor Goss adjourned as the Walker Ranch Community Service District.

The Chair further reported that 1.E resulted in a settlement with BNSF Railroad for unitary tax refunds.

There was no other reportable action taken in the closed session.

PLEDGE OF ALLEGIANCE

Keevin led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No Items were added or deleted 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.

Linda Margoretic spoke regarding bill AB2089 that will allow the state medical board to punish physicians who spread misinformation.

Ava, of Social Services, spoke regarding insurance premium increases and how this affects the County employees.

Charles Schrammel, a county social worker, spoke regarding insurance premium increases and how this affects its county employees.

Thomas McGowan spoke regarding insurance premium increases and how this affects the County employees.

Barry Allen, spoke regarding insurance premium increases and how this affects the County employees and their livelihood.

Mellissa Smith, a county social worker, spoke regarding insurance premium increases and how this affects its county employees.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Todd Johns reported that, for the first time in Plumas County History, the Plumas County Correctional Facility achieved accreditation through the National Commission on Correctional Health Care.

He followed up with an update on the status of the Sheriff's office, and reported that he polled his employees, asking them about their status within the agency in regard to the increased insurance premiums.

ACTION AGENDA

2. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Kest Porter updated the Board on the excitement of seeing Greenville neighborhoods "rising from the ashes", with 9 homes in the building process and one modular home delivered. He reported on the well attended housing forum sponsored by Sierra Pacific Industries. He also spoke about a workshop put on by a group of architecture students visiting from the California College of the Arts in San

Francisco.

3. **CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board member, 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 Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. **CLERK OF THE BOARD**

- 1) Approve Meeting Minutes for September 2022

B. **BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign and ratify the Agreement between Plumas County Behavioral Health and Granite Wellness Centers, to provide transitional housing and support services; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify the First Amendment to the Agreement between Plumas County Behavioral Health and North Valley Behavioral Health, LLC; amending paragraph #2 Compensation; not to exceed \$200,000.00; approved as to form by County Counsel.
- 3) Authorize no contract payment of \$1,841.41 to Wittmeier Dealership in Chico, CA., for repairs to Plumas County Behavioral Health vehicle.

C. **BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign a letter to the California Department of Transportation for an encroachment permit for the Quincy Junior/ Senior High School to hold the Annual Homecoming Parade on Friday, October 14, 2022.

D. **FACILITY SERVICES**

- 1) Approve and authorize the Director of Facility Services and Airports to waive the Courthouse rental fees for the Quincy Chamber of Commerce community Safe Trick or Treat event, to be held on October 31, 2022 from 3:00 to 5:00 P.M.

- 2) Approve and authorize the Director of Facility Services and Airports to waive the Courthouse rental fee for the Quincy Chamber of Commerce annual Sparkle Event, to be held on December 2, 2022 from 5:00 P.M. to 8:00 P.M.
- 3) Approve and authorize the Director of Facility Services and Airports to waive the Chester Memorial Hall rental fee for the Almanor Basin Food Pantry's annual fundraiser, to be held on December 16, 2022 from 5:00 to 9:00 P.M.
- 4) Approve and authorize the Chair to sign the Agreement between Plumas County Facility Services and API Group Life Safety USA LLC, dba Delta Fire Systems for service and inspection of the County's fire sprinkler and alarm systems located at the County Courthouse , and the Courthouse Annex; not to exceed \$12,000.00; approved as to form by County Counsel.

E. PUBLIC WORKS

- 1) Adopt **RESOLUTION** revising the Change Order Authority for the Public Works Director; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Bender Rosenthal, Inc. (BRI) for professional Right-of-Way Engineering and Right-of-Way Acquisition services; not to exceed \$450,000.00; approved as to form by County Counsel.

4. DEPARTMENTAL MATTERS

A. PROBATION DEPARTMENT - Keevin Allred

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Probation and Environmental Alternatives (EA Family Services); effective August 24, 2022, not to exceed \$126,000.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Probation and Environmental Alternatives (EA Family Services), effective August 24, 2022, not to exceed \$126,000.00; approved as to form by County Counsel. **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
Yes: None.

B. PUBLIC HEALTH - Dana Loomis

- 1) Approve and authorize the Director of Public Health to recruit and fill, funded and allocated; 0.5 FTE

Administrative Assistant I/II position in the Veteran Services Department of Public Health; discussion and possible action.

Motion: Approve and authorize the Director of Public Health to recruit and fill, funded and allocated; 0.5 FTE Administrative Assistant I/II position in the Veteran Services Department of Public Health. ,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel- District 2 Goss, Supervisor .

C. PUBLIC WORKS - John Mannle

- 1) Approve and authorize the Chair to sign and ratify the Commercial Lease Agreement between Plumas County Public Works and Graeagle Land and Water Company to lease the Graeagle Maintenance Yard, located in the Graeagle Industrial Park, Unit 1, at 101 Maricopa Trail, Graeagle , CA 96103; effective July 1, 2021, not to exceed \$1,750.00 per month through December 30, 2025; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to sign and ratify the Commercial Lease Agreement between Plumas County Public Works and Graeagle Land and Water Company to lease the Graeagle Maintenance Yard, located in the Graeagle Industrial Park, Unit 1, at 101 Maricopa Trail, Graeagle , CA 96103; effective July 1, 2021, not to exceed \$1,750.00 per month through December 30, 2025; approved as to form by County Counsel; discussion and possible action,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. SHERIFF'S DEPARTMENT - Todd Johns

- 1) Approve and authorize fixed asset purchase for two (2) Prisoner Transport vans from dept. 70380; not to exceed the amount of \$242,256.30; to be purchased with approved ARPA funding and funding from the Sheriff's AB443 budget; discussion and possible action. **Four/fifths roll call vote.**

Motion: Approve and authorize fixed asset purchase for two (2) Prisoner Transport vans from dept. 70380; not to exceed the amount of \$242,256.30; to be purchased with approved ARPA funding and funding from the Sheriff's AB443 budget.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

5. BOARD OF SUPERVISORS

- A. **TIME CERTAIN 1:00 P.M.** Interview of Applicant to fill the vacancy of Plumas County Auditor/ Controller; created by the resignation of Roberta Allen, effective January 31, 2022.

The Board Chair welcomed the applicants and thanked Linda and Jesse for returning and Martee for

applying. Nancy Selvage began the public interview with questions for the applicants: Linda Bair, Martee Nieman, Jesse Payne.

The candidates were given 18 interview questions and were asked one at a time, rotating to who was given the opportunity to give their answer first.

Each candidate was given the opportunity to ask any questions that they might have, and make a closing statement.

Linda Bair summed up her qualifications in her closing statement, and asked how long the position was to be appointed, as it is an elected position.

Martee Nieman thanked the board for giving her an opportunity to interview for this position.

She also summed up her qualifications in her closing statement.

Jesse Payne summed up his experience and qualifications and thanked the Board for the opportunity to interview for this position.

Following the interview questions, the floor was opened for any additional questions from the board or the public.

There are no additional questions.

- **This item is continued to the Regularly Scheduled meeting of the Board of Supervisors on October 11, 2022.**

B. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding garbage & recycling in the downtown Quincy area not being picked up for 3 weeks; code enforcement issues in East Quincy; correspondence regarding policy on fire action; the LA Times news article regarding the Greenville community; and a variety of correspondence from County employees regarding the increase in medical insurance premiums that echoed the sentiment in today's public comment.

Supervisor Thrall received correspondence regarding many of the same matters as reported by Supervisor Hagwood.

Supervisor Engel received correspondence with the owners of Kinship Ranch; correspondence regarding a VRBO complaint; a code enforcement complaint; the LA Times news article regarding the Greenville community; and employee insurance increases.

Supervisor Ceresola received correspondence regarding Fire District consolidation; road conditions on the east end of the valley; correspondence on property tax and air quality concerns within the county.

Supervisor Goss received correspondence regarding fire policies; correspondence with employees in regards to the medical insurance premium increase; correspondence with the folks at the College of the arts out of San Francisco; and correspondence regarding garbage service.

C. INFORMATIONAL ANNOUNCEMENTS

Weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations .

Weekly report by Board members of meetings attended, key topics, project

updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government, and included attending the housing forum put on by the Planning Department and hosted by Sierra Pacific Industries.

Reported by Supervisor Engel regarding matters related to County Government and included attending the same regional, developer/ builder forum as Supervisor Hagwood.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending a Water Board meeting, and the **First 5** meeting.

Reported by Supervisor Goss regarding matters related to County Government and included a meeting with the CCA students, Led the Plumas County Infrastructure RSF meeting (concerning long term disaster recovery); met with PG&E at the fairgrounds to review the undergrounding project, reviewed maps and plans to gain an understanding of how this project will impact Indian Valley and beyond. Met with the Chester Park and Plaza, Public/ Private Partnership, with Supervisor Thrall; attended the regional developer/ builder forum, Chaired the Special Supervisors meetings on the 27th and the 30th relating to the adoption of the County budget.

6. ADJOURNMENT

Adjourn meeting to Tuesday, October 11, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON OCTOBER 11, 2022

STANDING ORDERS

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

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

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Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER/ ROLL CALL

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Jeff Engel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None

PUBLIC COMMENT OPPORTUNITY

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

Pastor George Tarlington offered a brief prayer.

The President of the Sheriffs Department Employees Association, Chandler Pay, spoke regarding the state of the association's membership/ employees, and to bring attention to issues within the County in hopes that these concerns will be heard and addressed by the Board. The main points of concerns were related to insurance premium increases, the employees inability' to sustain these increases, employees seeking work elsewhere, and raises" that were approved for the department heads.

Rose Buzzetta, spoke regarding a grant opportunity through UC Davis, for animal rescue and to trap and release of fertile animals.

Beri Allen, of CPS, commented on how the insurance premium increase is prompting employees to find and secure work elsewhere. She also stated that 2 of 4 employees have been interviewed by other employers and will be leaving the Department of Social Services.

Ava, spoke regarding the recent pay raises given to department heads. She then requested wage increases and consistency of wages across the Board.

Janet, from Meadow Valley commented regarding the lack of reliable cellular services and would like to encourage fiber optics to be brought to the area. She also commented regarding the 5G tower built near the Hospital.

Melanie Cragg, commented on the cost increases everywhere and no increase in wages for County employees. She spoke regarding the need to update Social Services job descriptions, and increase the wages to be for recruitment and staffing at all levels of the Social Services Department.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile, reported that the November ballots are going out in the mail on 10/11/2022. She also reviewed all of the voting process and procedures for the upcoming election.

Nancy Selvage, Director of Human Resources, reported on the 20% plus department head's wage increases that have been discussed in public comment.

Sheriff Todd John followed up on last week's report with a confirmation regarding the resignations of two sergeants at the detention facility.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

The Dixie Fire Collaborative did not have an update.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Empire Hotel EHRC, Inc. dba Empire Recovery Center, for residential treatment of substance-use disorder; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.

B. PROBATION

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and Plumas Rural Services (PRS) to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group; effective July 1, 2022; not to exceed \$15,000; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and Shasta Treatment Associates for directly administering an approved Sex Offender Management Program for adults and juveniles supervised and referred by the

Probation Department in the 2022-2023 Fiscal Year; effective July 1, 2022; not to exceed \$8,000.00 approved to form by County Counsel.

C. FAIRGROUNDS

- 1) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Fairgrounds and Moana Nursery, Inc., for hydroseeding the Carnival Lawn at the Fairgrounds; effective October 1, 2022; not to exceed \$28,950.00; approved as to form by County Counsel.

D. BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign a letter to the California Department of Transportation for an encroachment permit for the Quincy Chamber of Commerce Sparkle & Light Parade on Friday, December 2, 2022 from 5:00 - 8:00 P.M.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

- 1) Authorize no contract payment of \$1,455 to Waters Vacuum Truck Service for emergency repair services, and ratify all approved emergency repair work performed to date; discussion and possible action.

Motion: Approve Authorize no contract payment of \$1,455 to Waters Vacuum Truck Service for emergency repair services, and ratify all approved emergency repair work performed to date;

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT.

- 1) Approve and authorize the Chair to sign the Plaintiff's Joint Request releasing the \$1.75 million settlement funds to be disbursed; discussion and possible action.

Motion: Approve and authorize the Chair to sign the Plaintiff's Joint Request releasing the \$1.75 million settlement funds to be disbursed; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Adjourn as the Plumas County Flood Control & Conservation District and reconvene as the Plumas County Board of Supervisors.

4. DEPARTMENTAL MATTERS

A. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Maria Assunta Vicini; to provide a low impact exercise program open to all Plumas County citizens; effective July 1, 2022; not to exceed \$18,000.00; paid for through the Mental Health Services Act; approved as to form by County Counsel; discussion and possible action.

Following a report from Kristy Pierson, MHSA Coordinator, regarding the approved Behavioral Health MHSA Plan, there was brief discussion.

Motion: Approve Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Maria Assunta Vicini; to provide a low impact exercise program open to all Plumas County citizens; effective July 1, 2022; not to exceed \$18,000.00; paid for through the Mental Health Services Act; **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

No: Supervisor - District 3 Thrall.

B. CLERK RECORDER/ ELECTIONS - Marcy DeMartile

- 1) Authorize the County Clerk-Recorder to recruit and fill funded and allocated, 1.0 FTE Election Services Assistant I/II position; vacancy due to resignation; discussion and possible action.

Motion: Authorize the County Clerk-Recorder to recruit and fill funded and allocated, 1.0 FTE Election Services Assistant I/II position, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. PUBLIC HEALTH - Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated; 0.75 FTE Site Manager for the Senior Services program in Chester; vacancy due to retirement; discussion and possible action.
- 2) Authorize the Director of Public Health to recruit and fill one (1) Extra-Help Driver position in the Greenville division; discussion and possible action.

Motion: Approve items 4.C.1 and 4.C.2 Authorize the Director of Public Health to recruit and fill

0.75 FTE Site Manager for the Senior Services program in Chester and one (1) Extra-Help Driver position in the Greenville division; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 Thrall.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

5. 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 November 8, 2022

Motion: Approve RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on November 8, 2022, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 Thrall. **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 0).

- B. Discussion and possible action to fill vacancy of Plumas County Auditor / Controller.

Nancy Selvage returned the Board's interview packets to each member, and Chairman Goss spoke about the interviews and opened the floor to Board Comment and any Public Comment.

Following a brief discussion regarding the public interviews and how each supervisor ranked each individual interviewed. Supervisor Goss followed by summing up the qualifications of the 2 top ranking candidates

Motion: Appoint Martee Neiman to fill the vacancy of Plumas County Auditor / Controller; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by split vote (**summary:** Yes = 3 No = 2).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 5 Engel.

No: Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood.

C. APPOINTMENTS

- 1) Appoint Gary P. Parque to the Feather River Conservation District Board; discussion and possible action.

Motion: Approve Appoint Gary P. Parque to the Feather River Conservation District Board; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Select a Delegate and Alternate for the 2023 Rural County Representatives of California (RCRC) Board of Directors; discussion and possible action

- 3) Select a Delegate and Alternate for the 2023 Golden State Finance Authority (GSFA) Board of Directors; discussion and possible action

- 4) Select a Delegate and Alternate for the 2023 Golden State Connect Authority (GSCA) Board of Directors; discussion and possible action

Motion: Items 5.C.2 RCRC; 5.C.3 GSFA; and 5.C.4 GSCA to appoint Supervisor Goss as Delegate and Supervisor Engel as Alternate for the 2023 Rural County Representatives of California, the Golden State Finance Authority and The Golden State Connect Authority (GSCA) Boards of Directors **Action:** Approve, **Moved by** Supervisor - District 3 Thrall, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding the grant opportunity to Rose Buzzetta's organization and to Plumas County Animal Control; and the ongoing issues with garbage not being picked up.

Supervisor Thrall received correspondence similar to the matters reported by Supervisor Hagwood. Supervisor Engel received correspondence similar to the matters reported by Supervisor Hagwood. Supervisor Ceresola received correspondence similar to the matters reported by Supervisor Hagwood.

Supervisor Goss received correspondence regarding the PG&E undergrounding project, and correspondence regarding the underground schedule that is continually being pushed back for the area between Canyon Dam and Greenville. There was also correspondence regarding garbage, and "the Spot" correspondence.

E. Informational Announcements

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government, and included attending a meeting at Bucks Lake with PG&E, the Forest Service and the Homeowner Association to discuss the use of possible Forest Service property lot as a green waste disposal.

Reported by Supervisor Thrall regarding matters related to County Government, and included a meeting with various constituents regarding concern about building materials that had been abandoned on County property, and the need for an ordinance to keep this from continuing.

It was reported by Supervisor Engel that he had a pretty quiet week.

Reported by Supervisor Ceresola regarding matters related to County Government, and included meeting with some people to clean up the Rubican Christmas Tree Area.

Reported by Supervisor Goss regarding matters related to County Government, and included attending the monthly DROC meeting, listening to the RCRC meeting regarding the Legislative update; attended the Plumas County Partners meeting, and updated the Board of upcoming meetings.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Gretchen Stuhr, County Counsel

- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (3 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, October 18, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON OCTOBER 18, 2022

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Pete Henchel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None noted

PUBLIC COMMENT OPPORTUNITY

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

Pastor George Tarleton spoke regarding his time serving as an officer of the law, and as Chaplin, he commented on the Sheriff's Department's current staffing and retention issues.
Pastor Tarleton followed up with a brief prayer for the County and our Emergency Service personnel.

Casey Lavelly, a dispatcher for the Sheriff's Dept. for the last 13 years, spoke regarding historically low county wages, the increase in medical premiums, and the inability to retain current county employees or recruit much needed candidates.

Jessica McGill, Quality Assurance and Compliance Manager for the Department of Behavioral Health, commented on the low wages, the increase in medical premiums and lack of affordable housing.

Susan Sterling, a retiree from the Plumas Unified School District, echoed the statements made by others and commented regarding her support of raising wages for essential County employees. She further spoke about the low pay and high work demands that the county employees endure.

Ava Hagwood, of the Department of Social Services spoke regarding low county wages, high work demands, the increase in medical premiums and the challenges this creates when attempting to retain current county employees or in recruiting for vacant positions.

Melanie Cragg, Social Services Eligibility Worker, spoke regarding the costs of housing and shortages in Plumas County. She went on to comment on the issues regarding the rising cost of living and how this relates to low wages.

Linda Margerettic reported on the Covid-19 Vaccine update, the current VARS data (Vaccine Adverse Reaction System)

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Sheriff Todd Johns updated the Board regarding a recent resignation from the Corrections Facility.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS - Pamela Courtright

Report and update Dixie Fire Recovery efforts; receive report and discussion

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Kest Porter reported and updated the board on the Dixie Fire Collaborative activities and the monthly community meeting.

C. US FOREST SERVICE

Report and update.

No update at this time.

2. CONSENT AGENDA

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

Motion: Approve CONSENT AGENDA, as amended; Items 2.A.2& 2.A.3 that have been removed for discussion , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. SHERIFF

- 1) Approve and authorize fixed asset vehicle purchase and equipping of one, (1) 2023 Dodge truck, using Title III funds: from Dept. 70331 not to exceed \$116,686.00 in FY 22/33.

- 2) Approve and authorize fixed asset vehicle purchase and equipping of up to six, (6) electric bikes using Title III funds: from Dept. 70331 not to exceed \$35,000.00 in FY 22/23.

This Item was removed from the Consent Agenda at the request of Robert Gott, owner of Gott Powersports.

Following a discussion of this Item:

Motion: Approve Approve and authorize fixed asset vehicle purchase and equipping of up to six, (6) electric bikes using Title III funds: from Dept. 70331 not to exceed \$35,000.00 in FY 22/23., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize the Chair to sign and ratify the agreement between the Plumas County Sheriff's Office and the City of Portola for law enforcement services inside of the City of Portola city

limits. Effective July 1st, 2022, to be compensated at One Hundred, Thirty Thousand Dollars and 00/100, (\$130,000.00). Approved as to form by County Counsel.

This Item was removed from the Consent Agenda at the request of Thomas McGowan, district 3.

Following a discussion of this Item:

Motion: Approve and authorize the Chair to sign and ratify the agreement between the Plumas County Sheriff's Office and the City of Portola for law enforcement services inside of the City of Portola city limits. Effective July 1st, 2022, to be compensated at One Hundred, Thirty Thousand Dollars and 00/100, (\$130,000.00). Approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Public Works and Aerotech Mapping, for aerial surveying and mapping services for the Humbug Road Project; effective June 20, 2022; not to exceed \$7,800.00; approved as to form by County Counsel.

C. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Portola Memorial Hall rental fee for a Cultural Monitoring Workshop, to be held on November 19th and 20th, 2022.

D. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Library and Farber Specialty Vehicles for the bookmobile; effective August 15, 2022; not to exceed \$210,000.00; approved as to form by County Counsel.

E. COUNTY CLERK-RECORDER

- 1) Authorize no contract payment of \$234.00 to MMSWest for service call to county department postage machine.

3. DEPARTMENTAL MATTERS

A. PUBLIC WORKS - John Mannle

- 1) Authorize the Director of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts; discussion and possible action.

Motion: Approve and Authorize the Director of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize the Director of Public Works to advertise for bids of no less than four and no more than six 2023 4WD, Class 5 Plow Trucks and one 2023 4WD Class 5 Mechanic's Service Truck, and to approve fixed asset purchase of said equipment; not to exceed \$870,000, RMRA have been budgeted for this purchase; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve and authorize the Director of Public Works to advertise for bids of no less than four and no more than six 2023 4WD, Class 5 Plow Trucks and one 2023 4WD Class 5 Mechanic's Service Truck, and to approve fixed asset purchase of said equipment; not to exceed \$870,000, RMRA have been budgeted for this purchase.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. SHERIFF - Todd Johns

- 1) Approve and authorize fixed asset purchase and equipping of four (4), 2023 Dodge Durango SUVs from Dept. 70331; not to exceed \$260,000.00; discussion and possible action.

Four/ fifths roll call vote

Motion: Approve and authorize fixed asset purchase and equipping of four (4), 2023 Dodge Durango SUVs from Dept. 70331; not to exceed \$260,000.00.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. AUDITOR - CONTROLLER - Martee Nieman (Graham)

- 1) Adopt **RESOLUTION** adopting the Basic Tax Rate for Plumas County and the rates for the Plumas Unified School District and the Plumas District Hospital Bonds for Fiscal year 2022/23; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22- 8734** adopting the Basic Tax Rate for Plumas County and the rates for the Plumas Unified School District and the Plumas District Hospital Bonds for Fiscal year 2022/23; approved as to form by County Counsel.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

4. BOARD OF SUPERVISORS

- A. Discussion and possible direction to staff regarding the utilization of the Lowry House located adjacent to the courthouse and the Library.

Supervisor Hagwood opened the discussion and reported on the property between the Courthouse and the Library known as the Lowry House, and that it was currently on the County's property inventory list, being used by the museum as additional storage. He gave a brief history of the property and spoke regarding how the restoration of this piece of the town's history could benefit the community. Following Supervisor Hagwood's introduction to this matter, the Chairman opened the floor for public comment.

Angela, who is working with the collaborative group RERC, spoke regarding the downtown restoration, and the possible community use of the Lowry House as a business Hub (Information/ Visitors Center). Susan Sterling introduced Mr. Gott as a business owner, and spoke about the Post-Dixie Fire meeting and how to attract businesses and people to downtown to spend their money. She spoke about the

need for public restrooms, and talked about a proposed long-term plan to renovate and repurpose the Lowry House and to use it as a visitors' center. She would like to bring a full plan forward at a later date for consideration.

Mr. David Gott spoke regarding his experience with the outdoor enthusiasts and sporting recreation tourists that visit our county, and how they typically come to the County for recreation but leave due to lack of open restaurants, and lack of available lodging. He commented on the Historical Lowry House and an opportunity to apply for possible grant monies to assist in the rehabilitation of the property. He followed up by urging the Board to consider some of the ideas brought before them.

Following the discussion, Supervisor Hagwood requested that the Board members make a commitment to continue to pursue a Public/ private partnership with the interested entities (Rural Recreation Economy Group, Chambers, and Museum Board) in bringing those interested parties together to create some solutions that would not impact the County General Fund, but at the same time put us on a path of restoring and utilizing the Lowry Property.

Supervisor Engel extended his support of Supervisor Hagwood's request; Chairman Goss echoed his support, and directed this matter to move forward.

Linda Margeretic gave additional support for the restoration of the Lowry House, but further commented that the restoration would not fix the problem with the history of downtown businesses' inconsistent hours of operation.

Supervisor Hagwood further reassured that though this is not a fix, it would be a step in the right direction.

Additional discussion followed.

B. APPOINTMENTS

- 1) Appoint Travis Goings as Board member and Debra Lucero as Alternate Board Member to the Trindel Insurance Fund Board of Directors; discussion and possible action.

Motion: Appoint Travis Goings as Board member and Debra Lucero as Alternate Board Member to the Trindel Insurance Fund Board of Directors, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. CORRESPONDENCE

Supervisor Thrall received routine correspondence

Supervisor Hagwood received quite a bit of correspondence regarding employee wages and increases for County staff ; correspondence regarding Senior Care in the Quincy Area ro

Supervisor Engel received routine correspondence.

Supervisor Ceresola received correspondence with LAFCo regarding Fire District consolidation; reports from some of the Volunteer Fire Departments; correspondence with local ranchers and Sierra Valley regarding drought concerns, and possible funding.

Supervisor Goss received correspondence regarding County employee wages; correspondence with folks who are resurching better insurance options.

D. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include attending the LAFCo meeting; the Transportation Commission Meeting; participated in the event at Nacoma for the Lost-Sierra Chambers of Commerce; met with the Rural Economic Recreation Economy Group.

Reported by Supervisor Thrall regarding matters related to County Government and include attending the LAFCo meeting; the Community Development Commission Meeting; and number of meetings with local constituents working with the Public/ PrivateTown Plaza Project; and some discussions on the Seneca Healthcare District.

Reported by Supervisor Engel regarding matters related to County Government and include attending the Community Development Commission meeting, the Infrastructure RFS meeting, and the Transportation Commission meeting.

Reported by Supervisor Goss regarding matters related to County Government and include participating in the Dixie Fire Collaborative monthly meeting, Vice Chaired the LAFCo meeting, Infrastructure RFS meeting.

5. CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Director of Human Resources (Board Only)
- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported that Item 5.F, was not discussed, and no reportable action was taken in the Closed Session.

6. ADJOURNMENT

Adjourn meeting to Tuesday, November 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Adjourned meeting to Tuesday, November 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California.



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE PLUMAS COUNTY BOARD OF SUPERVISORS OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON OCTOBER 25, 2022

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

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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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Clerk of the Board, Heidi White, led the Pledge of Allegiance.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board and listed on this notice of special meeting may be addressed by the general public at the beginning of the special agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

1. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Supervisor Goss announced Item to be discussed in Closed session.

- A. 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported that there was no reportable action taken in the closed session.

ADJOURNMENT

Adjourn meeting to Tuesday, November 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Adjourned meeting to Tuesday, November 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Approve and Authorize the Chair to sign and ratify an Agreement between Plumas County Public Health Agency and the National Association of County and City Health Officials, to provide services to enhance programmatic activities; effective April 1, 2022; not to exceed \$19,825.00; approved as to form by County Counsel.

Recommendation

Approve Agreement with National Association of County and City Health Officials (NACCHO) to receive funds for providing services to enhance programmatic activities of CDC GRANT# 6NU38OT000306-03-06, CFDA# 93.421.

Background and Discussion

In consideration for professional services to be performed, NACCHO agrees to pay the Contractor an amount not to exceed \$19,825.00 for approved services.

Action:

Approve and Authorize the Chair to sign and ratify an Agreement between Plumas County Public Health Agency and the National Association of County and City Health Officials, to receive funds for providing services to enhance programmatic activities; effective April 1, 2022; not to exceed \$19,825.00.

Attachments:

1. 11_1_22 NACCHO Contract
2. 11_1_2022 NACCHO Contract

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **County of Plumas Through Plumas County Public Health Agency** (hereinafter referred to as "Contractor"), with its principal place of business at 1270 County Hospital Rd., Ste. 206, Quincy, CA 95971-9174.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # 6NU38OT000306-03-06, CFDA # 93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on April 1, 2022, and shall continue in effect until July 31, 2022, unless earlier terminated in accordance with the terms herein. NACCHO has been approved through "Expanded Authority" to temporarily continue programmatic activities of CDC GRANT 6NU38OT000306-03-06, while waiting for CDC's acceptance and approval, in compliance with applicable guidance, federal rules and regulations. NACCHO reserves the right to exercise clause 6 of this Agreement, when requested by its Primary Funder. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$19,825.00. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. One invoice must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$19,825.00	• Attendance recorded by NACCHO and Slide from Kick-off call (\$1,250.00)	July 31, 2022

		<ul style="list-style-type: none"> • Record of participation in site training needs assessment (\$1,250.00) • Attendance recorded by NACCHO training needs assessment (\$2,250.00) • Attendance recorded by NACCHO from one (1) training workshop (\$2,250.00) • Draft of administrative preparedness plan or section of plan (\$2,250.00) • Completed short Interim Progress Report (\$8,500.00) • Record of completion of evaluation activities (\$2,075.00) 	
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NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 25 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments

arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both

parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and

comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor hereby certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
23. CORONAVIRUS DISEASE 2019 (COVID-19) Funds: The contractor acknowledged that the project is funded under the Coronavirus Preparedness and Response Supplemental Appropriation Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) and/or the Consolidated Appropriation Act, 2021 (P.L. 116-

260), Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and hereby agrees, as to applicable to the award, to 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measure and 3) assist the United States Government in implementation and enforcement of federal orders related to quarantine and isolation. The Contractor will comply, to the extent applicable, with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.

Furthermore, consistent with 45 C.F.R. 75.322, the Contractor agrees to provide to CDC copies and/or access to COVID-19 data collected including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

24. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
25. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Attn: Ashley Edmiston
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507- 4199
Fax (202) 783 -1583
Email: aedmiston@naccho.org

With a copy to:
National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Director, Contracts
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

County of Plumas Through Plumas County
Public Health Agency
Attn: Briana Sherlock
Assistant Director
1270 County Hospital Rd., Ste. 206,
Quincy, CA 95971-9174
Tel. (530) 283-6366
Fax. (530) 283-6425
Email:
brianasherlock@countyofplumas.com

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:


NACCHO:

CONTRACTOR:

By : *Jerome Chester*
: Jerome Chester (Aug 16, 2022 12:47 EDT)
Name : Jerome Chester
Title : Chief Financial Officer
Date : Aug 16, 2022

By : _____
Name : _____
Title : _____
Date : _____
Federal Tax ID No.: 94-6000528
DUNS No.: 119530710

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

By: 
Dana Loomis, Director
Plumas County Public Health Agency

Date: 07/28/2022

By: _____
Kevin Goss
Chair, Board of Supervisors


Date: _____

Attest:

By: _____
Heidi White
Clerk of the Board

Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

Certification of Compliance with Economic Sanctions

Pursuant to Executive Order N-6-22, the undersigned, on behalf of _____

(hereinafter "Contractor") certifies that Contractor is in compliance with the economic sanctions imposed in response to Russia's actions in Ukraine, 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>).

Contractor is aware that failure to comply may result in termination of any contracts or grants with Plumas County, pursuant to Executive Order N-6-22.

CONTRACTOR:

NACCHO
Entity Name

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

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
CONTRACTOR AGREEMENT – ATTACHMENT I
SCOPE OF WORK**

Awardee Recipient: Plumas County Health Department

Initial Period of Performance: April 1, 2022 – July 31, 2022

SCOPE OF WORK

Invoice Period	Activities	Deliverables	Amount
Invoice #1: April 1 to July 31, 2022 (Initial Contract)	Participate in site training and TA (TTA) needs assessment	Attendance recorded by NACCHO and Slide from Kick-off call	\$1,250
	Participation in initial individual/subcohort TA session	Record of participation in site training needs assessment	\$1,250
	Participate in initial meeting with TA provider to discuss administrative preparedness plan	Attendance recorded by NACCHO from in initial individual TA session	\$2,250
	Participation in one (1) training workshop*	Attendance recorded by NACCHO from one (1) training workshop	\$2,250
	Draft administrative preparedness plan or plan section	Draft of administrative preparedness plan or section of plan	\$2,250
	Interim Progress Report	Completed Short Interim Progress Report	\$8,500
	Participate in evaluation activities (April 1-July 31)	Record of completion of evaluation activities	\$2,075
	Invoice #1 Amount:		\$19,825

***Note:** Please be advised your LHD is required to complete 3 (of 5) training workshops. For the purposes of this invoice schedule, NACCHO has designated one workshop to be completed in the first invoice schedule and two in the second invoice schedule. If your LHD decides to complete required workshops in another invoice cycle, NACCHO will adjust invoice payments accordingly. Please note, that as there are 2 elective workshops available during the project period, it is also possible to attend 2 workshops during the first invoice period, but only invoice for one if you would like to keep the payment cycle as is.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Health and Wheels West Inc., for the purchase of replacement vehicles for the Senior Transportation program; not to exceed \$139,404.00; (funded by the Cares Act) approved and budgeted in the FY 2021/2022 budget, carrying over to the 22/23 budget; approved as to form by County Counsel.

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Director of Public Health to purchase these five replacement vehicles for the Senior Transportation program in the amount not to exceed \$139,404.00.

Background and Discussion

This Agenda Request pertains to the previously agreed upon purchase by the Senior Transportation Division of the Department of Public Health of Five (5) vehicles in order to replace its aging fleet of vehicles which is both costly to maintain and not equipped for winter driving. The Senior Transportation division is purchasing these vehicles for use in meal delivery and out of town drives.

Funding for these vehicles is coming from the Cares Act and has been budgeted in the approved budget for Fiscal Year 21/22, carrying over to the 22/23 budget, but ending September 2022.

The purchase contract has now been approved by County Council and is attached for Board approval.

Action:

Approve and authorize the Chair to sign an Agreement between Plumas County Public Health and Wheels West Inc., for the purchase of replacement vehicles for the Senior Transportation program; not to exceed \$139,404.00.

Attachments:

1. 11_1_22 (5) Vehicales for Senior Transportation
2. 11_1_22 (5) Senior Transportation Vehicles

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code)	PLUMAS PLUMAS COUNTY PUBLIC HEALTH AGE 270 COUNTY HOSPITAL RD SW. 2016 QUINCY, CA 95971	Co-Buyer Name and Address (Including County and Zip Code)		Seller-Creditor (Name and Address)	WHEELS WEST, INC 1303 MAIN ST. SUSANVILLE, CA 96130
---	--	--	--	------------------------------------	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2020	MITSUBISHI OUTLANDER SE/SE	51434	JA4AZ3A38LZ019801	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 0.00 (e)	\$ NA (e)	\$ 0.00 is NA (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
NA	\$ NA	MONTHLY beginning 11/01/2022		
NA	\$ NA			
One final payment	\$ 26437.46	DUE ON: 11/01/2022		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories \$ 23995.00 (A)

1. Cash Price Vehicle \$ 23995.00

2. Cash Price Accessories \$ NA

3. Other (Nontaxable) Describe NA \$ NA

4. Other (Nontaxable) Describe NA \$ NA

B. Document Processing Charge (not a governmental fee) \$ 85.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ 46.75 (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) NA \$ NA (D1)

2. (paid to) NA \$ NA (D2)

3. (paid to) NA \$ NA (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) NA \$ NA (E1)

2. (paid to) NA \$ NA (E2)

F. EV Charging Station (paid to) NA \$ NA (F)

G. Sales Tax (on taxable items in A through F) \$ 1990.46 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MISC \$ 31.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) NA \$ NA (I1)

2. (paid to) NA \$ NA (I2)

3. (paid to) NA \$ NA (I3)

4. (paid to) NA \$ NA (I4)

5. (paid to) NA \$ NA (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to NA \$ NA (J)

(see downpayment and trade-in calculation)

K. Prior Credit or Lease Balance (e) paid by Seller to \$ NA (K)

(see downpayment and trade-in calculation)

L. (Optional) Debt Cancellation Agreement \$ NA (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ NA (M)

N. Other paid to NA For NA (N)

O. Other paid to NA For NA (O)

Total Cash Price (A through O) \$ 26148.21 (1)

2. **Amounts Paid to Public Officials**

A. Vehicle License Fees \$ 211.00 (A)

B. Registration/Transfer/Titling Fees \$ 70.00 (B)

C. California Tire Fees \$ NA (C)

D. Other NA \$ NA (D)

Total Official Fees (A through D) \$ 281.00 (2)

3. **Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance) \$ NA (3)

4. ☒ **State Emissions Certification Fee** or ☐ **State Emissions Exemption Fee** \$ 8.25 (4)

5. **Subtotal (1 through 4)** \$ 26437.46 (5)

6. **Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ NA (A)

Vehicle 1 \$ NA Vehicle 2 \$ NA

B. Total Less Prior Credit or Lease Balance (e) \$ NA (B)

Vehicle 1 \$ NA Vehicle 2 \$ NA

C. Total Net Trade-In (A-B) \$ NA (C)

Vehicle 1 \$ NA Vehicle 2 \$ NA

D. Deferred Downpayment Payable to Seller \$ NA (D)

E. Manufacturer's Rebate \$ NA (E)

F. Other NA \$ NA (F)

G. Other NA \$ NA (G)

H. Other NA \$ NA (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ NA (I)

Total Downpayment (C through I) \$ 26437.46 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. **Amount Financed (5 less 6)** \$ 0.00 (7)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA, Year NA. SELLER'S INITIALS NA

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X NA Co-Buyer Signature X NA

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: NA

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

PLUMAS COUNTY PUBLIC HEALTH AGENCY

Buyer Signs X Co-Buyer Signs X NA

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

PLUMAS COUNTY PUBLIC HEALTH AGENCY

Buyer X Co-Buyer X NA

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

PLUMAS COUNTY PUBLIC HEALTH AGENCY

S/S X NA

NA

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer Signature X NA

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Date 11/01/2022 Co-Buyer Signature X NA Date

Buyer Printed Name PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer Printed Name

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name Title

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X NA Address NA

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X NA Date NA Guarantor X NA Date NA

Address NA Address NA

Seller Signs WHEELS WEST, INC Date 11/01/2022 By X Title MANAGER

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ADDITIONAL PROVISION)

Buyer Name and Address (Including County and Zip Code) PLUMAS COUNTY PUBLIC HEALTH AGENCY 270 COUNTY HOSPITAL RD SW. 2006 QUINCY, CA 95971	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) WHEELS WEST, INC 1303 MAIN ST. SUSANVILLE, CA 96130
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2020	MITSUBISHI OUTLANDER SE/SE	50619	JA4A23A37LZ023581	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00(e)	\$ 0.00(e) - \$ -	NA (e)	\$ 0.00 is \$ NA (e) (e) means an estimate
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
NA	\$ NA	MONTHLY beginning 11/01/2022		
NA	\$ NA			
One final payment	\$ 26437.46	DUE ON: 11/01/2023		
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 23995.00 (A)
1. Cash Price Vehicle	\$ 23995.00
2. Cash Price Accessories	\$ NA
3. Other (Nontaxable) Describe NA	\$ NA
4. Other (Nontaxable) Describe NA	\$ NA
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ 46.75 (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) NA	\$ NA (D1)
2. (paid to) NA	\$ NA (D2)
3. (paid to) NA	\$ NA (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) NA	\$ NA (E1)
2. (paid to) NA	\$ NA (E2)
F. EV Charging Station (paid to) NA	\$ NA (F)
G. Sales Tax (on taxable items in A through F)	\$ 1990.46 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC	\$ 31.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to) NA	\$ NA (I1)
2. (paid to) NA	\$ NA (I2)
3. (paid to) NA	\$ NA (I3)
4. (paid to) NA	\$ NA (I4)
5. (paid to) NA	\$ NA (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to NA (see downpayment and trade-in calculation)	\$ NA (J)
K. Prior Credit or Lease Balance (e) paid by Seller to (see downpayment and trade-in calculation)	\$ NA (K)
L. (Optional) Debt Cancellation Agreement	\$ NA (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ NA (M)
N. Other paid to For NA	\$ NA (N)
O. Other paid to For	\$ NA (O)
Total Cash Price (A through O)	\$ 26148.21 (1)
2. Amounts Paid to Public Officials Estimated	
A. Vehicle License Fees	\$ 211.00 (A)
B. Registration/Transfer/Titling Fees	\$ 70.00 (B)
C. California Tire Fees	\$ NA (C)
D. Other NA	\$ NA (D)
Total Official Fees (A through D)	\$ 281.00 (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	\$ NA (3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$ 8.25 (4)
5. Subtotal (1 through 4)	\$ 26437.46 (5)
6. Total Downpayment	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): Vehicle 1 \$ NA Vehicle 2 \$ NA	\$ NA (A)
B. Total Less Prior Credit or Lease Balance (e) Vehicle 1 \$ NA Vehicle 2 \$ NA	\$ NA (B)
C. Total Net Trade-In (A-B) Vehicle 1 \$ NA Vehicle 2 \$ NA	\$ NA (C)
D. Deferred Downpayment Payable to Seller	\$ NA (D)
E. Manufacturer's Rebate	\$ NA (E)
F. Other NA	\$ NA (F)
G. Other NA	\$ NA (G)
H. Other NA	\$ NA (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ NA (I)
Total Downpayment (C through I)	\$ 26437.46 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)	
7. Amount Financed (5 less 6)	0.00 (7)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA, Year NA. SELLER'S INITIALS NA

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X NA Co-Buyer Signature X NA

AUTO BROKER FEE DISCLOSURE	
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:	
<input type="checkbox"/> Name of autobroker receiving fee, if applicable: NA	

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer Signs X NA

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer X NA

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X PLUMAS COUNTY PUBLIC HEALTH AGENCY X NA

NA

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer Signature X NA

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Date 11/01/2022 Co-Buyer Signature X NA Date

Buyer Printed Name PLUMAS COUNTY PUBLIC HEALTH AGENCY Buyer Printed Name

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name Title

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X NA Address NA

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X NA Date NA Guarantor X NA Date NA

Address NA Address NA

Seller Signs WHEELS WEST, INC Date 11/01/2022 By X Title MANAGER

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ADDITIONAL PROVISION)

Buyer Name and Address (Including County and Zip Code)	PLUMAS PLUMAS COUNTY PUBLIC HEALTH AGEN 270 COUNTY HOSPITAL RD SW. 200 QUINCY, CA 95971	Co-Buyer Name and Address (Including County and Zip Code)		Seller-Creditor (Name and Address)	WHEELS WEST, INC 1303 MAIN ST. SUSANVILLE, CA 96130
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2020	MITSUBISHI OUTLANDER SE/SE	49533	JA4AZ3A37LZ027162	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00(e)	\$ 0.00(e)	\$ NA (e)	\$ 0.00 is \$ NA (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
NA	\$ NA	MONTHLY beginning 11/01/2022		
NA	\$ NA			
One final payment	\$ 26437.46	DUE ON: 11/01/2022		
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 23995.00 (A)
1. Cash Price Vehicle	\$ 23995.00
2. Cash Price Accessories	\$ NA
3. Other (Nontaxable) Describe NA	\$ NA
4. Other (Nontaxable) Describe NA	\$ NA
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ 46.75 (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) NA	\$ NA (D1)
2. (paid to) NA	\$ NA (D2)
3. (paid to) NA	\$ NA (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) NA	\$ NA (E1)
2. (paid to) NA	\$ NA (E2)
F. EV Charging Station (paid to) NA	\$ NA (F)
G. Sales Tax (on taxable items in A through F)	\$ 1990.46 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSF	\$ 31.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to) NA	\$ NA (I1)
2. (paid to) NA	\$ NA (I2)
3. (paid to) NA	\$ NA (I3)
4. (paid to) NA	\$ NA (I4)
5. (paid to) NA	\$ NA (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to NA (see downpayment and trade-in calculation)	\$ NA (J)
K. Prior Credit or Lease Balance (e) paid by Seller to (see downpayment and trade-in calculation)	\$ NA (K)
L. (Optional) Debt Cancellation Agreement	\$ NA (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement NA	\$ NA (M)
N. Other paid to For NA	\$ NA (N)
O. Other paid to For	\$ NA (O)
Total Cash Price (A through O)	\$ 26148.21 (1)
2. Amounts Paid to Public Officials Estimated	
A. Vehicle License Fees	\$ 211.00 (A)
B. Registration/Transfer/Titling Fees	\$ 70.00 (B)
C. California Tire Fees	\$ NA (C)
D. Other NA	\$ NA (D)
Total Official Fees (A through D)	\$ 281.00 (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	\$ NA (3)
4. <input checked="" type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$ 8.25 (4)
5. Subtotal (1 through 4)	\$ 26437.46 (5)
6. Total Downpayment	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s))	\$ NA (A)
Vehicle 1 \$ NA Vehicle 2 \$ NA	
B. Total Less Prior Credit or Lease Balance (e)	\$ NA (B)
Vehicle 1 \$ NA Vehicle 2 \$ NA	
C. Total Net Trade-In (A-B)	\$ NA (C)
Vehicle 1 \$ NA Vehicle 2 \$ NA	
D. Deferred Downpayment Payable to Seller	\$ NA (D)
E. Manufacturer's Rebate	\$ NA (E)
F. Other NA	\$ NA (F)
G. Other NA	\$ NA (G)
H. Other NA	\$ NA (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ NA (I)
Total Downpayment (C through I)	\$ 26437.46 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)	
7. Amount Financed (5 less 6)	\$ 0.00 (7)

OPTION: <input type="checkbox"/> You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA, Year NA, SELLER'S INITIALS NA
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Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X NA Co-Buyer Signature X NA

AUTO BROKER FEE DISCLOSURE	
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:	
<input type="checkbox"/> Name of autobroker receiving fee, if applicable: NA	

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.	
Buyer Signs X	PLUMAS COUNTY PUBLIC HEALTH AGENCY
Co-Buyer Signs X	NA

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.	
Buyer X	PLUMAS COUNTY PUBLIC HEALTH AGENCY
Co-Buyer X	NA

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WARNING:	
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.	
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.	
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.	
S/S X	PLUMAS COUNTY PUBLIC HEALTH AGENCY
X	NA

NA

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
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THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

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Buyer Signature X Date 11/01/2022 Co-Buyer Signature X NA Date

Buyer Printed Name PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer Printed Name

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name Title

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X NA Address NA

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X NA Date NA Guarantor X NA Date NA

Address NA Address NA

Seller Signs WHEELS WEST, INC Date 11/01/2022 By X Title MANAGER

Buyer Name and Address (Including County and Zip Code) PLUMAS COUNTY PUBLIC HEALTH AGENCY 270 COUNTY HOSPITAL RD SW. QUINCY, CA 95971	Co-Buyer Name and Address (Including County and Zip Code) PLUMAS COUNTY PUBLIC HEALTH AGENCY 270 COUNTY HOSPITAL RD SW. QUINCY, CA 95971	Seller-Creditor (Name and Address) WHEELS WEST, INC 1303 MAIN ST. SUSANVILLE, CA 96130
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2019	DODGE JOURNEY SE	22203	3C4PDDAG6JT189733	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> Business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00e	\$ 0.00e	\$ NA (e)	\$ NA (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
NA	\$ NA	MONTHLY beginning 11/01/2022		
NA	\$ NA			
One final payment	\$ 29450.19	DUE ON: 11/01/2022		
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 25995.00 (A)
1. Cash Price Vehicle	\$ 25995.00
2. Cash Price Accessories	\$ NA
3. Other (Nontaxable) Describe NA	\$ NA
4. Other (Nontaxable) Describe NA	\$ NA
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ 46.75 (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) NA	\$ NA (D1)
2. (paid to) NA	\$ NA (D2)
3. (paid to) NA	\$ NA (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) NA	\$ NA (E1)
2. (paid to) NA	\$ NA (E2)
F. EV Charging Station (paid to) NA	\$ NA (F)
G. Sales Tax (on taxable items in A through F)	\$ 1894.19 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC	\$ 31.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to) NA	\$ NA (I1)
2. (paid to) NA	\$ NA (I2)
3. (paid to) NA	\$ NA (I3)
4. (paid to) NA	\$ NA (I4)
5. (paid to) NA	\$ NA (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to NA (see downpayment and trade-in calculation)	\$ NA (J)
K. Prior Credit or Lease Balance (e) paid by Seller to NA (see downpayment and trade-in calculation)	\$ NA (K)
L. (Optional) Debt Cancellation Agreement	\$ NA (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement NA	\$ NA (M)
N. Other paid to NA For NA	\$ NA (N)
O. Other paid to NA For NA	\$ NA (O)
Total Cash Price (A through O)	\$ 28051.94 (1)
2. Amounts Paid to Public Officials Estimated	
A. Vehicle License Fees	\$ 290.00 (A)
B. Registration/Transfer/Titling Fees	\$ 120.00 (B)
C. California Tire Fees	\$ NA (C)
D. Other	\$ NA (D)
Total Official Fees (A through D)	\$ 410.00 (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	\$ NA (3)
4. State Emissions Certification Fee or State Emissions Exemption Fee	\$ 8.25 (4)
5. Subtotal (1 through 4)	\$ 28450.19 (5)
6. Total Downpayment	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s))	\$ NA (A)
Vehicle 1 \$ NA Vehicle 2 \$ NA	
B. Total Less Prior Credit or Lease Balance (e)	\$ NA (B)
Vehicle 1 \$ NA Vehicle 2 \$ NA	
C. Total Net Trade-In (A-B)	\$ NA (C)
Vehicle 1 \$ NA Vehicle 2 \$ NA	
D. Deferred Downpayment Payable to Seller	\$ NA (D)
E. Manufacturer's Rebate	\$ NA (E)
F. Other NA	\$ NA (F)
G. Other NA	\$ NA (G)
H. Other NA	\$ NA (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ NA (I)
Total Downpayment (C through I)	\$ 28450.19 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)	
7. Amount Financed (5 less 6)	\$ 0.00 (7)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA, Year NA. SELLER'S INITIALS NA

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X NA Co-Buyer Signature X NA

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: NA

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

PLUMAS COUNTY PUBLIC HEALTH AGENCY

Buyer Signs X Co-Buyer Signs X NA

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

PLUMAS COUNTY PUBLIC HEALTH AGENCY

Buyer X Co-Buyer X NA

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

PLUMAS COUNTY PUBLIC HEALTH AGENCY

S/S X X NA

NA

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X PLUMAS COUNTY PUBLIC HEALTH AGENCY Co-Buyer Signature X NA

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

<p>THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION</p> <p>California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.</p>	<p>YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.</p>
<p>Buyer Signature X _____ Date 11/01/2022</p> <p>Buyer Printed Name PLUMAS COUNTY PUBLIC HEALTH AGENCY</p> <p>If the "business" use box is checked in "Primary Use for Which Purchased"; Print Name _____ Title _____</p> <p>Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.</p> <p>Other Owner Signature X NA Address NA</p>	<p>Co-Buyer Signature X NA Date _____</p> <p>Co-Buyer Printed Name _____</p> <p>Co-Buyer Title _____</p>
<p>GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantors, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.</p> <p>Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.</p>	
<p>Guarantor X NA Date NA</p> <p>Address NA</p>	<p>Guarantor X NA Date NA</p> <p>Address NA</p>

Seller Signs WHEELS WEST, INC Date 11/01/2022 By X _____ Title MANAGER



Feather
River
College

Office of the President

570 Golden Eagle Avenue • Quincy, California • 530-283-0202 2022 ext. 232
ktrutna@frc.edu • www.frc.edu • fax: 530-283-3757

October 5, 2022

Plumas County Board of Supervisors
520 Main Street
Room 309
Quincy, CA 95971

Subject: Request for Resolution Supporting Feather River College Affordable Student Housing Grant

Board of Supervisors,

I submit this letter requesting a resolution supporting the Feather River College Affordable Student Housing Grant application to the California Community College Chancellor's Office. The grant will fund a 126-bed student housing complex on the FRC campus.

Feather River College received a planning grant during the 2022-23 Fiscal Year, with the intent to apply for full California Community College Chancellor's Office funding in January 2023. FRC feels that this additional housing complex will help the overall Plumas County affordable housing crisis that was exacerbated by the Dixie Fire. FRC has a 40-year history of providing affordable student housing, yet still turns away approximately 70-100 students yearly on the wait list who cannot find housing. The new student housing complex will partially remove FRC students from competing for local short-term housing inventory. The project will be state funded if approved.

We humbly ask that the Board of Supervisors support this grant application, acknowledging the importance of providing affordable housing options for FRC students and the impact this project will have on Plumas County. If there are any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Trutna".

Kevin Trutna, Ed.D.
Superintendent/President

**BOARD OF SUPERVISORS
PLUMAS COUNTY**

RESOLUTION No. 22-

**A RESOLUTION IN SUPPORT FOR FEATHER RIVER COLLEGE AFFORDABLE STUDENT
HOUSING GRANT FUNDING**

WHEREAS, Feather River College received a 2022-2023 California Community College Chancellor's Office Planning Grant to study and submit the Affordable Student Housing Grant application due in January 2023; and

WHEREAS, the devastating impact on Plumas County from the Camp Fire (2018), North Complex Fire (2020), and Dixie Fire (2021) exacerbated a lack of affordable housing in Plumas County. The Dixie Fire, being California's largest single fire in history burning 963,309 acres, destroyed or damaged over 1,100 housing units in Plumas County and adjacent areas, resulting in a severe lack of affordable housing for both permanent county residents and Feather River College students ; and

WHEREAS, Feather River College has a long history of providing affordable student housing through three existing student housing complexes: on-campus Hillside Apartments operating since the 1970's (143 bed capacity), the Meadows Apartments added in 2014 (28 bed capacity), and the Pines Apartments added in 2016 (48 bed capacity); and

WHEREAS, Feather River College has responded to student housing demand by increasing availability, operating at an average of 17 beds above ideal capacity since 2012; and

WHEREAS, the need for student housing remains strong and unmet. Feather River College maintains a yearly unmet waitlist of 70-100 student housing applications. Internal FRC surveys show that between 115-132 students never enroll at FRC each year due to inability to find available housing. Enrollment records demonstrate that 57 Feather River College students suffered a destroyed or damaged home during the 2021 Dixie Fire; and

WHEREAS, the Plumas County Housing Element Plan (2019-2024) specifically noted the countywide critical unmet need for student housing in Plumas County, even before the devastating impact of the Dixie Fire on Greenville, Canyon Dam, and surrounding communities; and

WHEREAS, additional on-campus housing will help address the lack of affordable housing units in Plumas County by allowing Feather River College students to have access to a new on-campus student housing complex, thereby decreasing competition with local residents for affordable rental units in Plumas County; and

WHEREAS, Feather River College has utilized the Chancellor's Planning Grant to develop preliminary plans and submit an Affordable Student Housing Grant application for a 126-bed student housing unit located on the Feather River College campus.

NOW, THEREFORE BE IT RESOLVED that the Plumas County Board of Supervisors hereby:

- (a)** Supports the Feather River College grant application to increase affordable student housing, and
- (b)** Recognizes the importance of additional student housing to both Feather River College and County of Plumas in regards to student educational attainment, countywide economic vitality, and supporting the recovery from the Dixie Fire and other large-scale regional wildfires, and
- (c)** Requests that both the California Community College Board of Governors and the California Community College Chancellor's Office accept and fully fund the Affordable Student Housing Grant application from Feather River College.

THE FOREGOING RESOLUTION WAS DULY PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AT A REGULAR MEETING OF SAID BOARD HELD ON THE 1ST DAY OF NOVEMBER, 2022 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

Kevin Goss, Chair

ATTEST:

Heidi White
Clerk of the Board

Approve as to form:



Gretchen Stuhr
Plumas County Counsel



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: November 1, 2022

SUBJECT: Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Public Works Equipment Service Worker position in the Quincy Maintenance Shop; discussion and possible action.

Recommendation

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Equipment Service Worker position in the Quincy Maintenance Shop

Background and Discussion

One (1) FTE PW Equipment Service Worker has been promoted to Shop Equipment Mechanic effective September 16, 2022 in the Quincy Maintenance shop.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY22/23 budget of the Department of Public Works.

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

Action:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Equipment Service Worker in the Quincy Maintenance Shop.

Attachments:

1. 20221019115142

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Equipment Service Worker Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?
Equipment Service Workers are the workforce for maintaining and repairing County road equipment.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads
- How long has the position been vacant?
One week.
- Can the department use other wages until the next budget cycle?
The department’s wage and benefits portion of 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? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?
None
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

19/20	\$0	20/21	\$0	21/22	\$0
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DIRECTOR OF PUBLIC WORKS <John Mammie> 04/20/21 (1) [1]

- COUNTY SURVEYOR**
- COUNTY ENGINEER**
- MANAGER, DEPENDENT SPECIAL DISTRICTS**
- ROAD COMMISSIONER**
- SOLID WASTE ADMINISTRATOR**
- PCTC INTERIM EXECUTIVE DIRECTOR**
- CO-MANAGER, FLOOD CONTROL & WATER CONSERVATION DISTRICT**

DEPT. FISCAL OFFICER / ADMIN. SERVICES MANAGER <D. Frank> 09/12/22 (1) [1]

- PERMIT CENTER**
 - Fiscal Tech Serv Asst III (1) [1] <E. Haise> 09/30/19 <Vacant>
 - Sr Engineer Tech II (2) [1] <Vacant>
 - Fiscal Tech Serv Asst III (2) [2] <C. Foster> 03/01/14 <R. Isitt> 03/08/21
 - Associate Engineer (4) [3] <A. Hammond> 09/25/17
 - Senior Env Planner <J. Graham> 12/01/13
 - Solid Waste Program Manager <S. Graham> 08/01/21
 - Assistant Engineer <Vacant>
 - Engineering Tech II <Mark Kraus> (1) [1]
- HEADQUARTERS**
 - Beckwourth
 - Road Maintenance Supervisor (1) [0] <D. Taylor> 06/09/20
 - Road Maintenance Leadworker (1) [1] <C. Zimmerman> 07/11/20
 - Road Maintenance Worker III (2) [2] <T. Reilly> 12/16/13 <Vacant>
 - Road Maintenance Worker II (1) [1] <C. Landry> 09/27/21
 - Greenville
 - Road Maintenance Supervisor (1) [0] <A. Heard> 10/02/22
 - Road Maintenance Leadworker (1) [1] <Josh Muller> 1/20/22
 - Road Maintenance Worker III (1) [1] <Jim Johnson>
 - Road Maintenance Worker II (3) [2] <I. Griffin> 07/12/15 <I. Meyers> 11/03/21 <Vacant>
 - Chester
 - Road Maintenance Supervisor (1) [1] <R. Furtado> 12/17/17
 - Road Maintenance Leadworker (1) [1] <F. Perez> 12/11/17
 - Road Maintenance Worker III (1) [1] <W. Knech> 12/29/13
 - Road Maintenance Worker II (3) [0] <Vacant> <Vacant> <Vacant>
 - Quincy
 - Road Maintenance Supervisor (1) [1] <J. Thomas> 11/18/13
 - Road Maintenance Leadworker (1) [1] <Matt Crump> 06/20/21
 - Road Maintenance Worker III (2) [2] <J. Buckles> 02/23/14 <C. Herman> 01/21/20
 - Road Maintenance Worker II (2) [2] <W. Kelly> 12/22/20 <T. Bellah> 6/21/21
 - Graebagle
 - Road Maintenance Supervisor (1) [1] <L. Blackwell> 11/21/21
 - Road Maintenance Leadworker (1) [1] <D. Treuman> 01/12/15
 - Road Maintenance Worker III (2) [2] <R. Caldwell> 10/23/17 <R. Robinson> 02/01/16
 - Laporte
 - Road Maintenance Supervisor (1) [1] <G. Kostr< 03/23/21
 - Road Maintenance Leadworker (1) [1] <C. Dutton> 10/12/21
 - Road Maintenance Worker II (2) [1] <D. Watson> 06/02/22 <Vacant>
 - Fleet Maint.
 - Equipment Maint Supervisor (1) [1] <Eric Brassell>
 - Lead Equipment Mechanic (1) [1] <J. Morris> 06/13/22
 - Mechanic Shop Technician (1) [0] <Vacant>
 - Equipment Mechanic II (4) [3] <Mark Kraus> <Walter Beam> <D. Wiley> 11/28/16 <Vacant>
 - Equipment Mechanic I (1) [1] <J. McClure> 06/24/19
 - Welder (1) [1] <Jeff Olschowka>
 - Equipment Service Worker (1) [0] <Vacant>

(10 Positions)

Director of Public Works
Revision Date: 9/13/22



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: November 1, 2022

SUBJECT: CONDUCT A PUBLIC HEARING: PURSUANT TO GOVERNMENT CODE §25123(d), §25126, §25131: Amend Urgency Ordinance 21-1140, Concerning Emergency Interim Housing during Recovery from the Dixie Fire and Beckwourth Complex Fire, previously adopted October 28, 2021; Four/fifths required roll call vote

Recommendation

Approve and authorize the Chair to sign Amended Urgency Ordinance 22-____ Concerning Emergency Interim Housing during Recovery from the Dixie Fire and Beckwourth Complex Fire.

Background and Discussion

The Plumas County Urgency Ordinance concerning emergency interim housing during recovery from the Dixie Fire and Beckwourth Complex Fire was enacted for the purpose of temporarily modifying various regulations in Title 9, Planning and Zoning, of the Plumas County Code to allow the fastest possible transition of residents made homeless or displaced due to the wildfires in Plumas County to emergency interim housing. Section 1 of the Ordinance relaxes certain standards outside of the boundaries of the fire area, while Section 2 of the Ordinance relaxes certain standards inside of the boundaries of the fire area.

As Plumas County continues to engage in long-term fire recovery efforts, the need for “Basecamps” or sites for the purpose of providing workforce housing for wildfire recovery efforts are in demand.

The Urgency Ordinance amendment in Section 2 provides for Basecamps on parcels 9 acres or more in size on Greenville Wolf Creek Road, Town of Greenville, excluding parcels zoned GF (General Forest), TPZ (Timberland Production Zone), and Rec-OS (Recreation-Open Space). Further, the Urgency Ordinance amendment states Basecamps on parcels on Greenville Wolf Creek Road, Town of Greenville, within 300 feet of an occupied residence will maintain quiet hours from 10 pm to 7 am seven days a week and all outdoor lighting will be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

Additionally, the Urgency Ordinance amendment in Sections 1 and 2 provides the Planning Director with discretion as to allow Basecamps in additional zones, on a case-by-case basis, if it is determined the Basecamp use is not inconsistent with zoning or the current use of the parcel and surrounding properties, and such parcels will be subject to additional restrictions as determined by the Planning Director.

Approved as to form by County Counsel.

Action:

The Planning Department respectfully requests the Board of Supervisors authorize the Chair to execute Amended Urgency Ordinance 22-____ Concerning Emergency Interim Housing during Recovery from the Dixie Fire and Beckwourth Complex Fire.

Attachments:

1. Plumas Revised Housing Urgency Ordinance

ORDINANCE NO 22-_____

**AMENDING URGENCY ORDINANCE 21-1140 OF THE COUNTY OF PLUMAS
CONCERNING EMERGENCY INTERIM HOUSING DURING RECOVERY FROM
THE DIXIE FIRE AND BECKWOURTH COMPLEX FIRE**

Section 1. Emergency Interim Housing Outside the Beckwourth Complex and Dixie Fires Area

A. Purpose.

This article is enacted for the purpose of temporarily modifying various regulations in Title 9, Planning and Zoning, of the Plumas County Code to allow the fastest possible transition of residents made homeless or displaced due to the wildfires in Plumas County to emergency interim housing. The article relaxes certain standards in the Title 9 to allow for additional temporary housing opportunities outside of the boundaries of the Beckwourth Complex and Dixie Fires to meet the urgent need for housing of Displaced Persons. This section does not address standards that will be required when Displaced Persons return to their properties within the boundaries of the burned areas. Those standards are addressed in Section 2 below.

B. Administration and Enforcement.

This article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

C. Effective Period.

- i. The provisions in this article shall take effect immediately upon adoption and shall remain in effect until December 31, 2024, unless otherwise specified herein, subject to extension or modification by the Board of Supervisors.
- ii. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this article shall be used for permanent housing after the Effective Period of this article.

D. Emergency Findings and Definitions.

- i. All Emergency Findings and Definitions in Ordinance 21-1136, adopted on August 24, 2021, apply.
- ii. Furthermore, the following finding is made: Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by

the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

- iii. Except where the context clearly indicates otherwise, the following definitions shall govern the construction of the words and phrases used in the article:

“Basecamp.” A site that includes some or all of the following features: employee housing; commissary; laundry; and other services for the purpose of providing workforce housing for wildfire Recovery efforts.

“Cal OES.” The California Governor’s Office of Emergency Services.

“Camp ground.” A facility of two (2) or more spaces for temporary habitation in tents, recreational vehicles, or mobile shelters.

“Cargo Storage Container.” A single metal box made of steel or other similar material, or a shed, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

“Displaced Person(s).” A Plumas County resident or residents whose residential dwelling has been destroyed or damaged by the Beckwourth Complex or Dixie Fires, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the County to substantiate their eligibility for uses, permits and/or approvals described in this Article. Evidence may consist of verification by Cal OES or FEMA registration or damage assessment, and/or a driver’s license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Beckwourth Complex or Dixie Fires, as determined by the County. Such determination may be made by the Director of Emergency Services or other County personnel. This definition is specific to the Plumas County Code of Ordinances, and status as a Displaced Person under this section does not determine whether a person qualifies for assistance through CalOES or FEMA.

“Effective Date.” The date of the Board of Supervisors adoption of this article.

“FEMA.” The Federal Emergency Management Agency or successor agency.

“Mobile/Manufactured Home.” A structure, transportable in one or more sections, which, in the traveling mode, is eight (8’) body feet or more in width, or forty (40’) body feet or more in length, or, when erected on site, is 320 or more square feet, and which is on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the Mobile homes-Manufactured Housing Act of 1980. “Manufactured home” includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974. “Manufactured home” includes a mobile home subject to the National Housing Act of 1980. Mobile/manufactured home does not include a recreational vehicle or commercial coach or modular as defined in Division 13, Part 2, Chapter 1, of the Health and Safety Code or any temporary housing installed under the jurisdiction of the Federal Emergency Management Agency (FEMA).

“Movable Tiny House.” A moveable tiny house is a structure utilized as living quarters by one (1) household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has a total floor area of not less than two-hundred fifty (250) square feet, and has no more than four hundred (400) square feet of habitable living space exclusive of lofts. A Movable Tiny Home shall be subject to the same requirements as a Recreational Vehicle.

“Recreational Vehicle” shall mean either of the following:

(a) A motor home, travel trailer, truck camper, movable tiny house, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

- (1) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
- (2) It contains 400 square feet or less of gross area measured at maximum horizontal projections.
- (3) It is built on a single chassis.
- (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(b) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

- (1) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the travelling mode.
- (2) It is built on a single chassis.
- (3) It may only be transported upon the public highways with a permit.

“Recreational Vehicle Park.” A commercial use providing space for the accommodation of more than two (2) recreational vehicles for recreational or emergency housing for Displaced Persons, or for transient employee lodging and/or Basecamp purposes, and shall include Camp ground that meets the water, sewage disposal, and electrical hook-up standards.

“Self-Contained Recreational Vehicle.” A self-contained recreational vehicle is equipped with holding tank(s) sufficiently sized to contain and hold all liquid wastes generated from use of the vehicle.

“Temporary Dwelling.” A temporary dwelling that meets the water, sewage disposal, and electrical hook-up standards and includes a mobile/manufactured home.

“Temporary Occupancy.”

(a) Construction. A manufactured home, recreational vehicle, or appurtenant building may be used in lieu of a building in any zone for a period not to exceed eighteen (18) months while a permitted building is being constructed or for a period of six (6) months while a permitted manufactured or mobile home is being installed, commencing with the issuance of a building permit or a manufactured or mobile home installation permit.

(b) Construction offices and equipment storage. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for construction offices for the duration of the construction.

(c) Emergency services. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for the provision of emergency services for the duration of the emergency.

“Transitory Period.” The period of time after the wildfire event during which self-contained recreational vehicles do not need to meet the water and sewage disposal, and electrical hook-up service standards. The Transitory Period ends on December 31, 2024.

E. Residential Use of Recreational Vehicles and Temporary Dwellings.

- i. Government Sheltering Sites. Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this article shall have been reviewed through the housing site identification process and approved by the Planning Director.
- ii. Temporary Use of Recreational Vehicles outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of up to two (2) recreational vehicles with water, sewage disposal, and electrical hook-ups that meet the standards in any zone that permits a residential use, with the exception of 2-R, 3-R, and 7-R (Single Family Residential) shall be allowed for the Effective Period of this article. Use after the Effective Period shall be subject to the standards of “Temporary occupancy” as defined in this section and per Section 9-2.417 of the Plumas County Code.
- iii. Temporary Dwellings with Utility Hook-ups outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of temporary dwellings utilizing hook-ups that meet the standards for water, sewage disposal, and electrical shall be allowed during the Effective Period of this article and subject to the applicable requirements set forth in Subsection E (v), Standards.
- iv. Temporary Recreational Vehicle Parks and Basecamp outside of the area affected by the Beckwourth Complex and Dixie Fires. The establishment of temporary recreational vehicle parks shall require hook-ups to water, sewage disposal, and electrical and are permitted in C-2 (Periphery Commercial), R-C (Recreation-Commercial), Rec-1, Rec-3, Rec-10, and Rec-P (Recreation) zones for the Effective Period of this article. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, Basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size, and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use

permit. The Planning Director has discretion to allow Basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the Basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and Basecamp features are subject to a Zoning Clearance Certificate and subject to the applicable requirements set forth under Subsection E (v), Standards.

- v. Standards. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

Use of temporary dwellings shall at all times meet the following standards.

- (1) Full hook-ups to water, sewage disposal, and electrical.
- (2) Written consent of the property owner.
- (3) Shall be located outside of required setbacks established in Title 9, Chapter 2 of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.
- (4) The residential use of temporary dwellings shall be located outside of the boundaries of any recorded easements.
- (5) The following additional standards apply to temporary recreational vehicle parks and Basecamp features:
 - (a) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.
- (6) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or Basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

F. Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar lodging uses.

Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed as emergency interim housing for Displaced Persons.

G. Removal and Disconnection.

Every temporary dwelling and Basecamp allowed by this article outside of the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and shall be removed from the property no later than the end of the Effective Period of this article. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

Section 2. Emergency Interim Housing Inside the Beckwourth Complex and Dixie Fires Area

A. Purpose.

As of September 1, 2021, in Plumas County at least one thousand one hundred and ninety-eight (1,198) structures were destroyed, and eighty (80) were damaged by the Dixie Fire. In Plumas County, the Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. As of September 7, 2021, the Dixie Fire has burned 682,912 acres in Plumas County, and the Beckwourth Complex has burned 105,670 acres in Plumas and Lassen Counties.

This disaster has created an additional need for housing in a rural area that has already identified a housing shortage. Plumas County now faces the additional need for housing for Displaced Persons. This article relaxes some building and zoning regulations to allow for additional temporary housing opportunities inside of the Beckwourth Complex and Dixie Fires areas. While public safety hazards are being mitigated, persons moving back to the area do so at their own risk and should make themselves aware of potential public safety hazards, including but not limited to falling trees or utility poles adjacent to the roadways, damaged or unsafe roadways and bridges, and potable water/sewage disposal issues. The article allows persons to place temporary housing on a property once Fire Debris and Hazardous Materials has been removed. The purpose of this article is to develop reasonable standards that allow persons to move back into the Beckwourth Complex and Dixie Fires areas recognizing that a massive debris removal program must be implemented and, at the same time, provide interim shelter for Plumas County residents on private property during this housing crisis.

B. Prohibition, Administration, and Enforcement.

It is prohibited for any individual, including a Displaced Person, to reside on any property that contains Fire Debris and Hazardous Materials until the property has been certified clean by the Environmental Health Department. This article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

C. Effective Period.

- i. The provisions in this article shall remain in effect until December 31, 2024, unless otherwise specified herein, subject to extension or modification by the Board of Supervisors.
- ii. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this article shall be used for permanent housing after the Effective Period of this article.

D. Transitory Use of Recreational Vehicles.

Residential use and occupancy of up to two (2) self-contained recreational vehicles on any property inside the Beckwourth Complex and Dixie Fires area that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed for the Transitory Period subject to the applicable requirements set forth under Section G, Standards. Use after the Transitory Period shall be subject to the standards of “Temporary occupancy” as defined in this section and per Section 9-2.417 of the Plumas County Code. Recreational vehicles under this section shall also be allowed to utilize hook-ups for water, sewage disposal, and electrical that meet the standards.

E. Temporary Dwellings with Utility Hook-ups.

Residential use and occupancy of temporary dwellings inside the Beckwourth Complex and Dixie Fires area utilizing hook-ups that meet the standards for water and sewage disposal, and electrical on any property that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed during the Effective Period of this article subject to the applicable requirements set forth in Section G, Standards.

F. Use of Cargo Storage Containers.

The use of cargo storage containers during the Effective Period of this article shall be allowed, subject to the applicable requirements set forth under Section G, Standards.

G. Standards.

Basecamps, residential use of recreational vehicles and temporary dwellings, and use of cargo storage containers shall meet the following standards as applicable.

- i. At all times, residential use of recreational vehicles and temporary dwellings is limited to vehicles and dwellings not on a permanent foundation and used to house Displaced Persons during the Effective Period.
- ii. Use of temporary dwellings is contingent on proof of a damaged or destroyed residence as verified by the Planning Director or Building Services Director based on prior final building permit or Assessor’s records, or other documentation satisfactory to the Planning Director or Building Services Director.
- iii. At all times, recreational vehicles, temporary dwellings, and cargo storage containers shall be located outside the boundaries of any setbacks established by Title 9, Chapter 2, of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.

- iv. At all times, recreational vehicles, temporary dwellings, and cargo storage containers shall be located outside the boundaries of any recorded easements.
- v. At all times, any use of a cargo storage container shall be for storage of personal and household belongings only and shall be installed as per the requirements of the Plumas County Code and the California Building Code (CBC).
- vi. At all times, the property owner or the property owner's authorized agent shall obtain all County permits for all temporary dwellings that are hooked-up to utilities. Written consent of the property owner is required in all cases.
- vii. For water hook-ups, Basecamp features and temporary dwellings shall be connected to an approved source of water meeting one of the following criteria:
 - (1) Public water supply;
 - (2) Existing well provided that it has been approved by the Department of Environmental Health as safe for domestic consumption; or
 - (3) Other water source approved by the Department of Environmental Health.
- viii. For sewage disposal hook-ups, Basecamp features and temporary dwellings shall be connected to an approved sewage disposal system meeting one of the following criteria:
 - (1) Public sewer system;
 - (2) A new or existing on-site sewage disposal system that has been approved by the Department of Environmental Health Director to be intact, adequately sized, and functioning correctly;
 - (3) Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Department of Environmental Health; or
 - (4) Other method of sewage disposal approved by the Department of Environmental Health.
- ix. For electrical hook-ups, Basecamp features and temporary dwellings shall be connected to an approved source of electricity meeting one of the following criteria:
 - (1) Permitted electrical service hook-up; or
 - (2) Other power source approved by the Building Services Director.

H. Government Sheltering Sites.

Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this article shall have been reviewed through the housing site identification process and approved by the Planning Director.

I. Temporary Recreational Vehicle Parks.

The establishment of temporary recreational vehicle parks on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health is permitted without requiring hook-ups to water, sewage disposal, and electrical only in C-2 (Periphery Commercial), R-C (Recreation Commercial), Rec-1, Rec-3, Rec-10 and Rec-P (Recreation) zones provided there is contracted sewage disposal vacuum service and potable water deliveries. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, Basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size, in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit, and on parcels 9 acres or more in size on Greenville Wolf Creek Road, Town of Greenville, excluding parcels zoned GF (General Forest), TPZ (Timberland Production Zone), and Rec-OS (Recreation-Open Space). The Planning Director has discretion to allow Basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the Basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and Basecamp features are subject to the issuance of a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section G, Standards as well as the following standards:

- i. A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.
- ii. Basecamps on parcels on Greenville Wolf Creek Road, Town of Greenville, within 300 feet of an occupied residence shall maintain quiet hours from 10 pm to 7 am seven days a week and all outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- iii. Each Zoning Clearance Certificate application for a temporary recreational vehicle park or Basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

J. Nonconforming Structures and Uses.

The following modifies Plumas County Code Sec. 9-2.502(d)(3) – General provisions, Continuance, for the duration of the Effective Period:

- The lawful nonconforming use of land or structures, if discontinued for a period of one year may be resumed without the issuance of a special use permit.

The following modifies Plumas County Code Sec. 9-2.503(b) – Nonconforming structures, Restoration, for the duration of the Effective Period:

- A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored without the issuance of a special use permit.

With the exception of the above, for those sections in Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 5 Nonconforming Structures and Uses that require the issuance of a special use permit, for the duration of the Effective Period, an administrative use permit shall be required.

K. Reconstruction or Repair of Legally Constructed Residential, Commercial, or Industrial Building Due to a Wildfire.

Pursuant to 14 CCR (California Code of Regulations), Division 1.5 Department of Forestry and Fire Protection, Chapter 7 Fire Protection, Subchapter 2 State Responsibility Area/Very High Fire Hazard Severity Zones, Article 1 Administration, Section 1270.02 Scope, Subsection (c)(1), at the discretion of the local jurisdiction, and subject to any requirements imposed by the local jurisdiction to ensure reasonable ingress, egress, and capacity for evacuation and emergency response during a wildfire, the Fire Safe Regulations shall not apply to the reconstruction or repair of a legally constructed residential, commercial, or industrial building that has been destroyed or damaged due to a wildfire to the extent the reconstruction or repair does not:

- i. increase the square footage of the residential, commercial, or industrial building or buildings that previously existed; or
- ii. change the use of the building or buildings that had existed previously; or
- iii. construct a new building or buildings that did not previously exist on the site.

Should the reconstruction or repair of a building or buildings that have been destroyed or damaged due to a wildfire increase in square footage, change use, and/or should a new building or buildings be constructed on the site, the Fire Safe Regulations shall apply.

Reconstruction or rebuild of a building that has been destroyed or damaged due to a wildfire shall begin within two years after the Fire Debris and Hazardous Materials have been removed and the property has been certified clean by the Plumas County Environmental Health Department. Reconstruction or rebuild shall be completed within two years after issuance of the building permit. Once the building permit is issued, if work does not commence within 180 days or construction is suspended for a period of 180 days, the building permit goes into expired status. Any reconstruction or repair is subject to all applicable permit requirements and current building standards.

L. Reuse of Non-Conforming or Sub-Standard Septic Systems for Reconstruction of Non-Conforming or Single-Family Dwellings.

Reuse of non-conforming or sub-standard septic systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

- i. A community sewer system approved by the CA State Water Resources Control Board, or the Department of Environmental Health.
- ii. An approved on-site wastewater treatment system (OWTS) or other approved method of sewage disposal as approved by the Department of Environmental Health.

M. Reuse of Non-Conforming or Sub-Standard Domestic Water Systems for Reconstruction of Non-Conforming or Single-Family Dwellings.

Reuse of non-conforming or substandard domestic water systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

- i. A drinking water system as approved by the CA Water Board, Department of Drinking Water, or the Department of Environmental Health.
- ii. An approved drinking water well with an approved annular seal, or a protected water spring.

N. Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or Other Similar Uses.

Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health as emergency interim housing for Displaced Persons.

O. Removal and Disconnection.

Every temporary dwelling and Basecamp allowed by this article inside the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and removed from the property no later than the end of the Effective Period of this article or within 30 days of a final inspection or the issuance of a certificate of occupancy for a replacement dwelling, whichever is earliest. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

P. Rebuilding Warning.

The following statement shall be supplied to all individuals applying for a building permit within the Beckwourth Complex and Dixie Fires areas:

Due to the large number of structures destroyed in the Beckwourth Complex and Dixie Fires area, it is anticipated that there will be a large number of applications for building permits in the Beckwourth Complex and Dixie Fires areas.

Building permit applications can be submitted for processing before or after Fire Debris and Hazardous Materials have been cleaned up.

However, Building permits in the Beckwourth Complex and Dixie Fires areas will not be issued until a property has been cleared of Fire Debris and Hazardous Materials and has been certified clean by the Plumas County Environmental Health Department.

The Plumas County Health Officer has identified health hazards in the Fire Debris and Hazardous Materials in the Beckwourth Complex and Dixie Fires areas.

Even if a property has been cleared of Fire Debris and Hazardous Materials or never had

any Fire Debris and Hazardous Materials, it does not mean that there are no other health hazards or dangers on the property, including dangers resulting from fire-damaged or hazard trees.

Property owners and residents must do their own investigation to determine whether there are any other health hazards or dangers on the property. The issuance of a building permit for the property does not accomplish this task.

A building permit is a ministerial action requiring only limited review by the County to ensure that the structure meets all applicable building standards. In most zones, an individual is allowed by right to construct a residence after receiving a building permit which only requires conformity to building standards.

The building permit is issued based on information supplied by the applicant without independent investigation by the County of the property or potential health hazards or dangers.

Given the limited scope of enforcement, it is not possible for the County to identify potential health hazards or dangers which are not directly associated with the permitted structure.

The applicant is in a position to inspect the property, identify potential health hazards or dangers, and tailor the application to avoid any potential health hazards or dangers.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on the 1st day of November, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST

By: _____
Heidi White
Clerk of the Board of Supervisors



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: November 1, 2022

SUBJECT: Authorize the Director of Planning to recruit and fill, funded, and flexibly allocated; (one) 1.0 FTE Assistant/Associate/Senior Planner position; discussion and possible action.

Recommendation

Authorize the Planning Director to recruit and fill one (1) FTE Assistant/Associate/Senior Planner flexibility allocated and funded position.

Background and Discussion

The Planning Department is requesting to recruit and fill the Assistant/Associate/Senior Planner flexibility allocated position immediately.

This position is funded and allocated in the FY 22/23 Planning Department budget.

The completed critical staffing questionnaire, departmental organizational chart, and job descriptions are attached.

Action:

The Planning Department respectfully requests authorization to recruit and fill one (1) FTE Assistant/Associate/Senior Planner flexibility allocated and funded position.

Attachments:

1. Job Descriptions
2. Org Chart
3. Critical Staffing Questionnaire

ASSISTANT PLANNER

DEFINITION

Under general supervision, to perform professional planning assignments in the County Planning Department; to participate in planning studies, environmental reviews, community design, and general plan preparation; to assist with planning policy formulation and implementation; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the professional Planner class series. Incumbents receive relatively close supervision while performing basic planning assignments. This class differs from the next higher level of Associate Planner in that Associate level incumbents have greater decision-making latitude and more independent responsibilities in performing job assignments. An incumbent at the Assistant Planner level who demonstrates sound work habits and the ability to perform independent assignments may expect promotion to the Associate Planner level, when the requisite experience has been gained.

REPORTS TO

Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ASSISTANT PLANNER - 2

EXAMPLES OF DUTIES

Gathers data and information for planning studies and long range planning policy development; assists with preparation of general plan elements; assists with current planning assignments; assists with and prepares project reports; conducts research and performs data analysis; processes applications for planning projects, such as special use permits, zoning changes, and site development permits; coordinates application reviews with other departments; provides staff support for LAFCO and performs projects related to annexations, consolidations, and district changes; may conduct inspections of sites to ensure compliance with General Plan and Zoning Codes; assists with the preparation and prepares environmental studies; assists with the preparation of public presentations; participates in the environmental review of proposed projects; assists with the implementation of general plan amendments and specific planning requirements; assists with the revision of planning ordinances; interprets use permits in accordance applicable ordinances and regulations; performs basic reviews of site development plans and may prepare and present staff reports on routine items for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters; prepares or assists with the preparation of maps and graphs; receives zoning violation complaints; answers public inquiries regarding planning issues, permit procedures, and zoning.

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.

ASSISTANT PLANNER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, techniques, and knowledge of land use planning.
- Current trends in land use planning and community design.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

Ability to:

- Assist with planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Assist with the preparation of planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective oral and written presentations.
- Effectively represent the Planning Department and the Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

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

Equivalent to graduation from a four (4) year college or university with major work in planning, or a closely related field. Previous experience performing technical planning support assignments is desirable.

Special Requirement: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

ASSOCIATE PLANNER

DEFINITION

Under direction, to perform a variety of assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department to groups and organizations as directed; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced working level in the professional Planner class series. Incumbents perform a variety of professional planning work with minimal guidance and supervision. Incumbents have greater decision-making latitude and work independence than Assistant Planners. However, they do not have the lead and work coordination responsibilities of a Senior Planner.

REPORTS TO

Director of Planning and Building and Assistant Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ASSOCIATE PLANNER - 2

EXAMPLES OF DUTIES

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items.
- Assists with the preparation of environmental assessments for compliance with the California Environmental Quality Act; prepares and/or reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public hearing items for review by others.
- Incorporates comments into staff reports.
- Develops conditional requirements consistent with report comments.
- Assists with planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Interprets use permits in accordance applicable ordinances and regulations.
- Performs reviews of site development plans prepares and presents staff reports for the Zoning Administrator and boards and commissions concerned with land use issues and policies.
- Receives complaints regarding violations of Planning and Zoning Codes.
- Conducts field investigations to confirm violations.
- Provides information and develops correction plans regarding violations.
- may represent the Planning and Building Department in Court.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

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.

ASSOCIATE PLANNER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

Ability to:

- Perform a variety of planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Make effective oral and written presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

ASSOCIATE PLANNER - 4

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

Two (2) years of responsible experience in public planning work equivalent to an Assistant Planner with Plumas County.

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

SENIOR PLANNER

DEFINITION

Under direction, to perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department with groups and organizations as delegated; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; to provide lead direction and coordination for other staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the most advanced working and lead level in the professional Planner class series. Incumbents perform a variety of the most complex and specialized professional planning work with minimal guidance and supervision. They also provide lead direction and work coordination for other staff. An incumbent may be assigned to represent the Planning and Building Department on standing committees.

REPORTS TO

Director of Planning and Building, Assistant Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and project coordination for other staff.

EXAMPLES OF DUTIES

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, land division reviews, and other items.
- Participates in the subdivision and use permit application processing procedures.
- Prepares environmental assessments for compliance with the California Environmental Quality Act.
- Prepares and reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public items.
- Incorporates mitigations and comments into staff reports.
- Develops conditional requirements consistent with reports and comments.
- Prepares planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Monitors use permits for compliance with applicable ordinances and regulations.
- Reviews building plans for necessary compliance with pertinent County codes.
- May serve as a primary staff person for assigned committees.
- Performs reviews of site development plans
- Performs in-depth title searches.
- Enforces Noise Ordinances.
- Assists with Department budget preparation and purchasing.
- Coordinates legislative projects with respect to general plan amendments, zone changes, and code amendments.
- Provides census information and demographic analyses to other County departments and the public.
- Prepares and presents staff reports for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters.
- Prepares reports for the Board of Supervisors on Zoning Administrator actions.
- Provides work coordination, lead direction, and training for other staff; may supervise contract consultants.
- Participates in joint projects with other departments and agencies.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

SENIOR PLANNER - 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Federal, State, and local laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Mapping methods and techniques.
- Contract preparation and administration.
- Budget development and administration.
- Principles of work coordination, lead direction, and training.

Ability to:

- Perform a variety of the most complex planning studies and environmental reviews.
- Provide work direction, coordination, and training for other staff.
- Perform special assignments representing the Planning Department on committees as delegated.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Make effective written and oral presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department and County Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

SENIOR PLANNER - 4

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

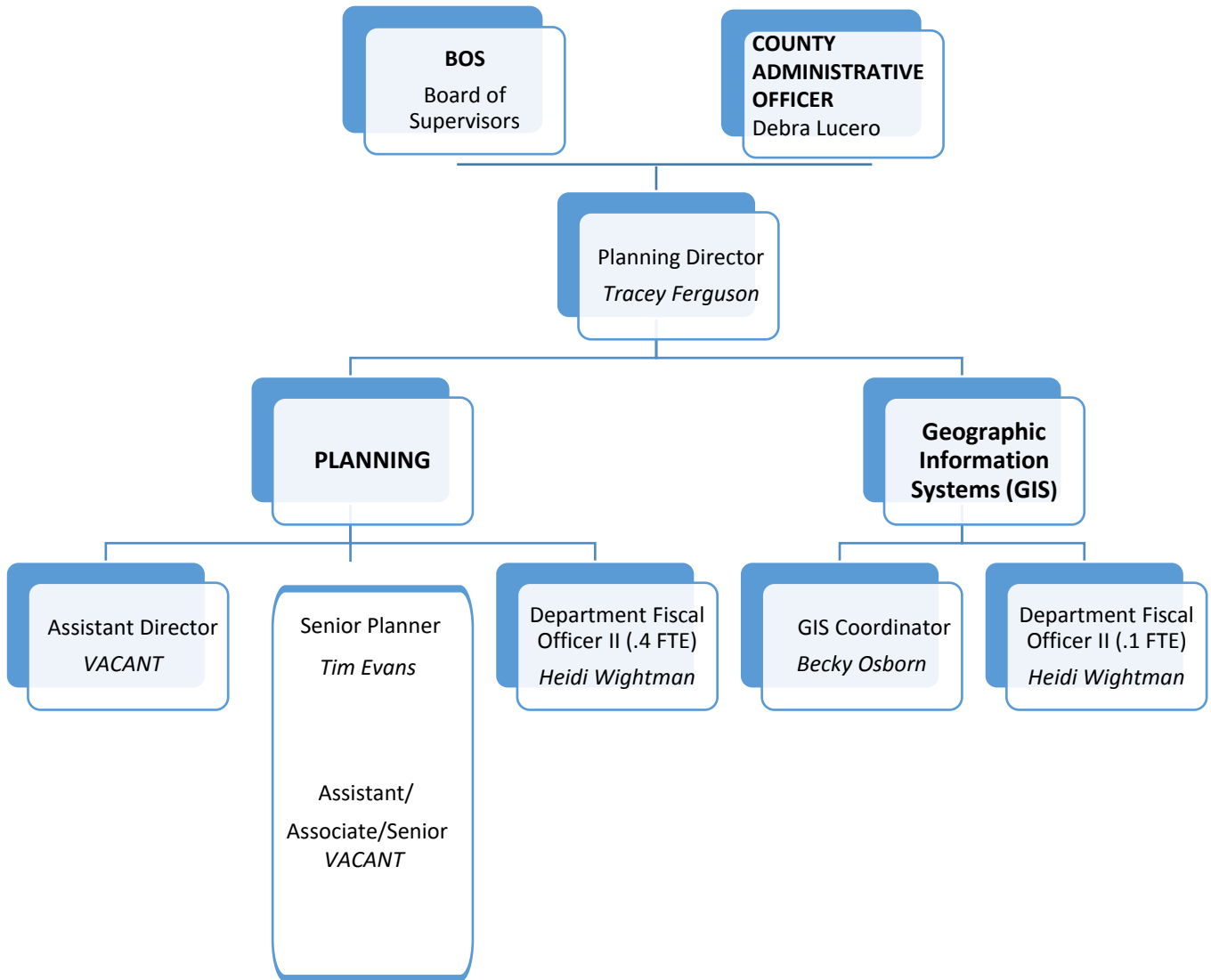
Two (2) years of responsible experience in public planning work equivalent to an Associate Planner with Plumas County.

Special Requirement: Must possess a valid d license at time of application and a valid r California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Planning Department

GIS Department

Organizational Chart



QUESTIONS FOR STAFFING CRITICAL POSITIONS
CURRENTLY ALLOCATED FOR FISCAL YEAR (FY) 2022/2023

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes – the Planning Department is an essential function that performs technical reviews of land use and permit applications, prepares statutorily required environmental documentation, and provides customer service in explaining County ordinances and regulations to the public.

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

The Planning Department is now staffed with four (4) positions – one Director, one Assistant Director, and two Assistant/Associate/Senior Planner positions. The Department will not be able to serve the public adequately, in working with other County departments such as Building, to process permits without filling this position.

3. How long has this position been vacant?

Vacant as of FY22-23 budget approval.

4. Can the department use other wages until the next budget cycle?

The Planning Department's budget line item for wages in the FY22/23 budget includes funds for this position.

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

Generally speaking, staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.

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

Core functions of the position include building and planning permit processing, which affects the public's ability to receive approved permits and begin the construction process, which in turn affects the County's economy.

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

The negative fiscal impact on the County will be the compromised ability and likely inability in some aspects to process building and planning permit applications in a timely manner.

A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. 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? Building and planning permit applications continue to be on the rise, especially with wildfire recovery rebuilds. This trend is anticipated to increase into FY22/23 and beyond. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.

10. Does the department have a reserve?

No.



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: November 1, 2022

SUBJECT: Adopt RESOLUTION authorizing the Plumas County Librarian to file and execute the grant funding agreement; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Adopt RESOLUTION authorizing the Plumas County Librarian to file and execute the grant funding agreement number ZIP22-31.

Background and Discussion

The Zip Book Program allows patrons in good standing to request materials not currently available in the library's catalog. The requested item (assuming it fits grant requirements such as price caps) is ordered, sent directly to the patron's mailing address, and once read/listened to the patron then returns the item to the library to usually be added to our collection. This process is paid for with grant money and is completely free to the patron. This program is successful and widely loved for being able to expand our collection beyond our budget and donations. Originally monitored by the NorthNet Library System and Califa Group, monitoring for the grant has been changed to the CA State Library in 21/22FY.

Fiscal Impact:

Plumas County Library was awarded \$18,608 from the State Library in California Library Services Act funds to purchase books (print, audio, and large type) and prime membership for the Zip Book Program.

Action:

Adopt RESOLUTION authorizing the Plumas County Librarian to file and execute the grant funding agreement number ZIP22-31.

Attachments:

1. Plumas County Library Resolution
2. ZIP22-31_Plumas_County_Library Grant Award

**PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 22-**

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE
THE GRANT FUNDING AGREEMENT NUMBER ZIP 22-31**

WHEREAS, the Plumas County Library is eligible to receive State funding for certain grant monies received through the California State Library and the Zip Book Project under Award Agreement number ZIP22-31; and

WHEREAS, the Agreement requires a resolution from the Plumas County Board of Supervisors authorizing a legally designated representative before such funds can be claimed through the Zip Book Grant Program; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute these agreements and receive and expend funds regarding these grant monies; and

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Library that the County Librarian is authorized to execute all Grant Agreements and receive and expend funds under Agreement number ZIP22-31 and any amendments thereto subject to any Plumas County purchasing policies and approval of form by County Counsel

APPROVED AND PASSED this _____ by the Plumas County Board of Supervisors

AYES:

NOES:


ABSENT:

Kevin Goss, Chair
Chair of the Board of Supervisors

ATTEST: _____
Heidi White
Clerk of the Board of Supervisors

Date

Approved as to form:


Joshua Brechtel
Deputy County Counsel I
August 10, 2021



10/03/2022

Lindsay Fuchs, County Librarian
County of Plumas
445 Jackson St
Quincy, CA 95971

Subject: Zip Books Project (ZIP22-31)

Dear Ms. Fuchs:

We are pleased to approve the grant application for the Zip Books Project for a total of \$18,608 in California Library Services Act funds to purchase books and prime membership.

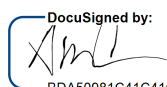
Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents. For more information, please refer to the Zip Book Guidelines located on the [State Library website](#).

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov. Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,


BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Lena Pham, lena.pham@library.ca.gov
Lindsay Fuchs, lindsayfuchs@countyofplumas.com

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



STATE FUNDED GRANTS AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and County of Plumas for the Zip Book Project.

AWARD AGREEMENT NUMBER ZIP22-31

This Award Agreement ("Agreement") is entered into upon execution of this agreement by and between the California State Library ("State Library") and County of Plumas, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Zip Book Project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$18,608 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until June 30, 2023. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2023, and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Book Project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final narrative and financial reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July – March	1 st Financial and Mid Project Program Narrative Report Due	April 30, 2023
April – June	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	July 31, 2023

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. **The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.**
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied. (If applicable)
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Statewide Broadband Services Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

County of Plumas
Lindsay Fuchs
445 Jackson St
Quincy, CA 95971
lindsayfuchs@countyofplumas.com
530-283-6575

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
monica.rivas@library.ca.gov
916-603-7159

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked Confidential or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its

contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.

- 2) The Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation, and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

22. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

28. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper **used of funds consistent with the grantee's application and award** agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. **Grantee's employees or contract personnel shall** perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.
32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute, or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$18,608 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2,

§11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the **normal business hours, but in no case less than 24 hours' notice**, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. Electronic Mail (E-mail): When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. DocuSign (e-signature platform): When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. Grants Management System: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. Personally: **When delivered personally to the recipient's physical address as stated in this Agreement.**
 - e. U.S. Mail: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications, or

provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. **Grantee's Application** (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the **Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.**
- b. The Grantee shall carry out the work described in the Work Plan or in the **Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost.** If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. **Lodgings, Meals and Incidentals:** Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption if any exists.
46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in

advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite **evaluation of Grantee's operation** to ensure compliance with this Agreement, with reasonable advance notice.
48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
 - a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to

reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$18,608 upon execution of the agreement and submission of claim by the grantee organization.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate

expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

In Process



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. AUTHORIZED REPRESENTATIVE: I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$18,608. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation, and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

8. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. DRUG FREE WORKPLACE:
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: Plumas County Library	Address (official and complete): 445 Jackson St. Quincy CA 95971
PROJECT COORDINATOR	
Name: Lindsay Fuchs	
Email: lindsayfuchs@countyofplumas.com	Phone: 530-283-6575
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Lindsay Fuchs	Title: County Librarian
Email: lindsayfuchs@countyofplumas.com	Phone: 530-283-6575
Signature:	Date:



Authorized Representative Signature

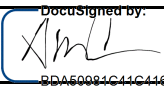
ORGANIZATION	
Name: Plumas County Library	Address (official and complete): 445 Jackson St. Quincy CA 95971
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Lindsay Fuchs	Title: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: 	Date: 10/12/2022
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
 Please Check State of California, Department of Human Resources Website for
 updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
---	--

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
--	--



September 19, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, 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 contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

CALIFORNIA STATE LIBRARY

California Library Services Act

FINANCIAL CLAIM

PAYMENT IN FULL

Grant Award #: ZIP22-31

Date:

Invoice #: ZIP22-31-01

PO #:

Payee Name: Plumas County Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 445 Jackson St. Quincy CA 95971

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$18,608.00

Type of Payment:

Payable Upon Execution of Agreement

☐ PROGRESS

Grantee Name: County of Plumas

☐ FINAL

(Name on Award Letter and Agreement)

☒ IN FULL

Project Title: Zip Books Project

☐ AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Lindsay Fuchs

County Librarian

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

EMAIL A SCANNED COPY:

stategrants.fiscal@library.ca.gov

MAIL ONE ORIGINAL SIGNATURE TO:

California State Library
Fiscal Office –State Grants
PO Box 942837
Sacramento, CA 94237-0001

State of California, State Library Fiscal Office

ENY: 2022
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000

ITEM NO: 6120-211-0001, Chapter 43, Statutes of 2022
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: November 1, 2022
SUBJECT: Public Health Agency

Recommendation

Background and Discussion

Action:

Attachments:

1. Critical Staffing Questionnaire and Departmental Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Health Education Coordinator I – Public Health Agency

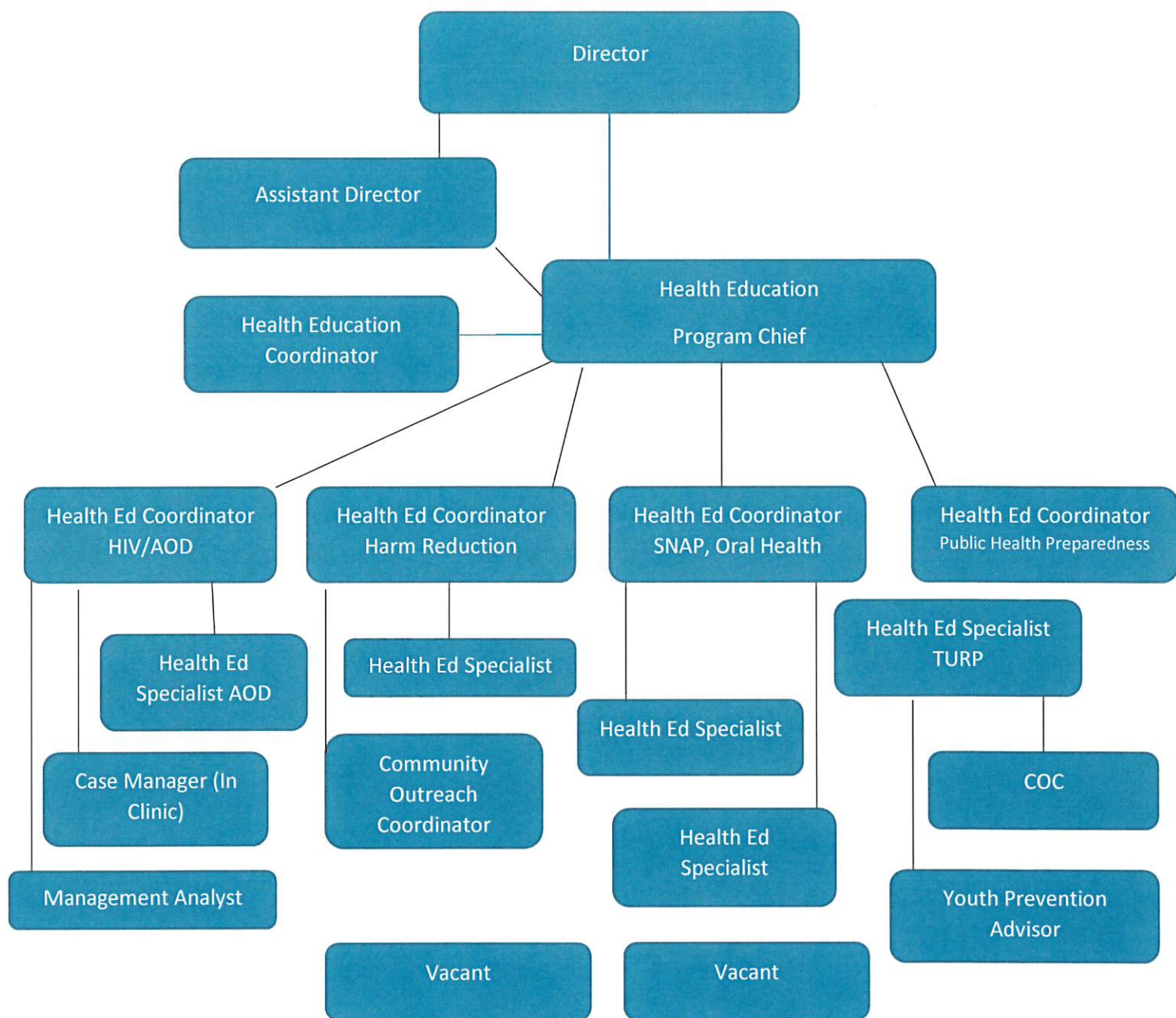
- Is there a legitimate business, statutory or financial justification to fill the position?
The Health Education Series employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 10/28/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of 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? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

HEALTH EDUCATION ORG CHART





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Authorization for the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator I/II position; discussion and possible action.

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Health Education Coordinator I or II.

Background and Discussion

Effective October 28, 2022, one (1) Health Education Coordinator II is resigning from the Public Health Department. The Department is requesting to fill this vacancy.

Action:

This position is able to be funded as allocated in the FY22/23 Public Health budget that was adopted on September 20, 2022.

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

Attachments:

1. Critical Staffing Questionnaire and Departmental Organizational Chart
2. 11_1_22 Fill Health Education Coordinator Position

BOARD AGENDA REQUEST FORM

Department: Public Health Agency

Authorized Signature: _____

Board Meeting Date: 11/1/2022

Consent Agenda: ☒ Yes ☐ No

Request for 5 minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

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

A. Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Health Education Coordinator I or II position.

B. _____

C. _____

Review by Necessary Departments:

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

County Council

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.



AGENDA REQUEST

For the November 1, 2022, meeting of the Plumas County Board of Supervisors

October 24, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Health Education Coordinator I or II due to resignation.

Background:

Effective October 28, 2022, one (1) Health Education Coordinator II is resigning from the Public Health Department. The Department is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY22/23 Public Health budget that was adopted on September 20, 2022.

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Health Education Coordinator I or II.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Health Education Coordinator I – Public Health Agency

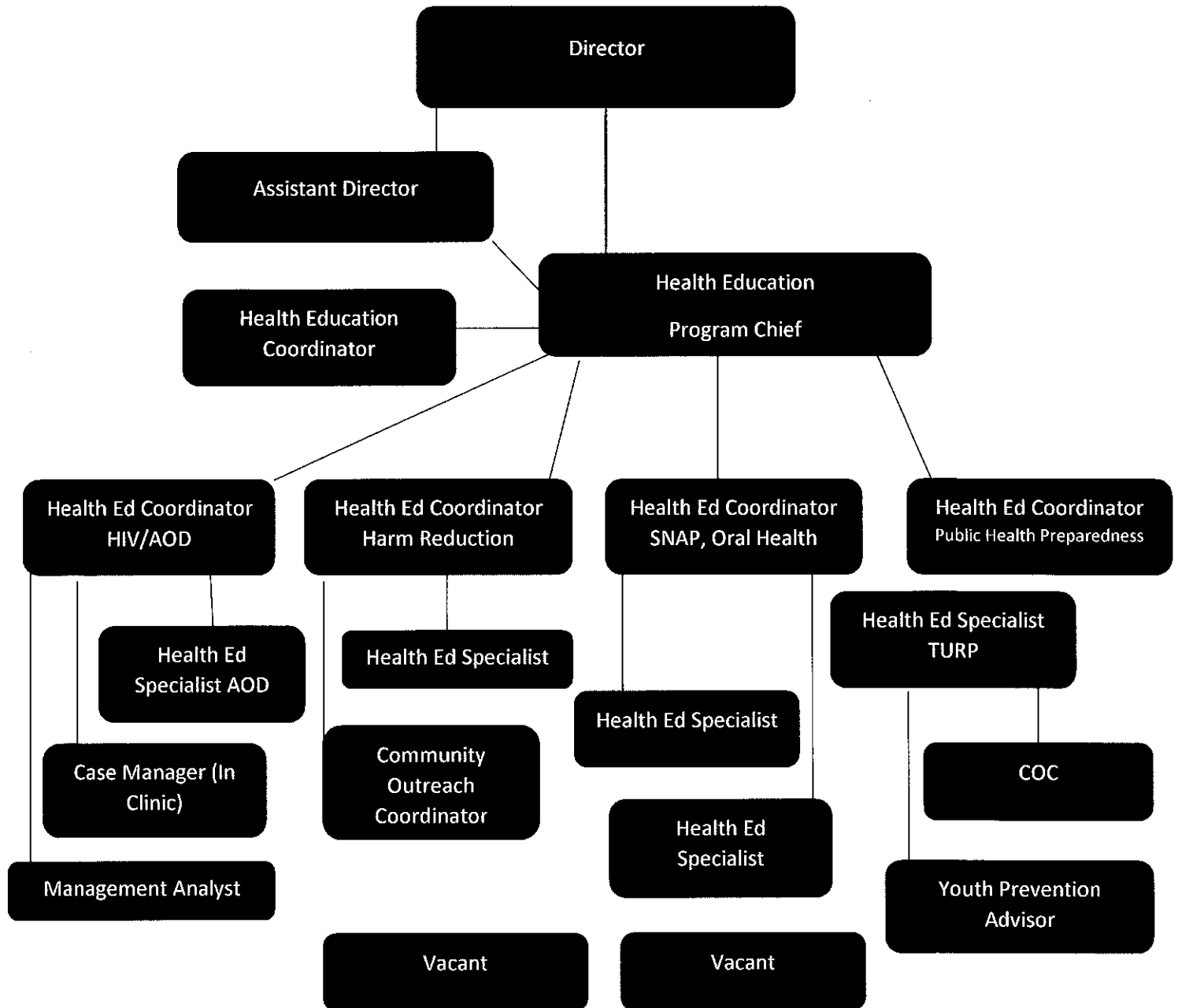
- Is there a legitimate business, statutory or financial justification to fill the position?
The Health Education Series employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 10/28/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of 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? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

HEALTH EDUCATION ORG CHART





PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 1, 2022

SUBJECT: Approve a supplemental budget request for FY 2022/2023 increasing the Future of Public Health (FoPH) grant revenue (44141) by \$420,397.00, and Transfer Out (51000) Wages by \$208,077.29; (51080) Retirement by \$38,870.66; (51090) Group Insurance by \$52,477.65; (51100) OASDI by \$6,238.82; (521900) Professional Services by \$23,730.00; (52440) Special Dept. Expense by \$71,002.58; approved by the County Auditor; discussion and possible action.
Four/ fifths roll call vote

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors Approve the attached supplemental budget in the amount of \$420,397.00

Background and Discussion

The California Budget Act of 2022 provides \$200 million annually to local health jurisdictions for public health workforce and infrastructure. These funds, known as Future of Public Health funds, are considered ongoing funds and part of the ongoing baseline state budget. The Plumas County Public Health Agency has been allocated \$420,397.00 for Fiscal Year 22/23.

The supplemental budget form has been approved by the County Auditor.

Action:

Approve a supplemental budget increase for the Public Health budget unit 70560 in the amount of \$420,397.00 as a result of receiving funds relating to the Future of Public Health (FoPH) grant.

Attachments:

1. 11_1_22 (FoPH) grant budget increase
2. 11_1_22 (FoPH) Grant Budget Increase



AGENDA REQUEST

For the November 1, 2022 meeting of the Plumas County Board of Supervisors

October 24, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve a supplemental budget increase for the Public Health budget unit 70560 in the amount of \$420,397.00 as a result of receiving funds relating to the Future of Public Health (FoPH) grant.

Background:

The California Budget Act of 2022 provides \$200,400,000 annually to local health jurisdictions for public health workforce and infrastructure. These funds, known as Future of Public Health funds, are considered ongoing funds and part of the ongoing baseline state budget. The Plumas County Public Agency has been allocated \$420,397 for the Fiscal Year 2022/2023 from this appropriation. The amount of the attached budget transfer request reflects the amount that the Public Health Department expects to incur in expenditures for the Fiscal Year 2022/2023

The supplemental budget form has been approved by the County Auditor.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve the attached supplemental budget in the amount of \$420,397.00

Attachment: Supplemental budget form dated 11/1/22



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

June 30, 2022

Dr. Mark Satterfield, Health Officer
County of Plumas
270 Hospital Road, Suite 111
Quincy, CA 95971

Dana Loomis, Health Director
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971

**Future of Public Health Funding
Award Number FoPH-035
County of Plumas**

Authority:

Budget Act of 2022 for budget year 2022-2023, H&S Code 101321, 101320.3 and 101320.5

Dear Dr. Mark Satterfield, Dana Loomis:

The Budget Act of 2022 for budget year 2022-2023 [Health and Safety Code 101320, 101320.3, and 101320.5] provides \$200,400,000 annually to local health jurisdictions for public health workforce and infrastructure, referred to in this letter as the Future of Public Health Funding. These funds are considered ongoing funds and part of the ongoing baseline state budget. The California Department of Public Health (CDPH) is allocating **\$420,397** to **County of Plumas**.

As a condition of the funding, each local health jurisdiction shall, by Dec 30, 2023 and every three years thereafter, be required to submit a public health plan to CDPH pursuant to the requirements.

This letter provides submission requirements for the period of **July 1, 2022 to June 30, 2023**. Funds allocated for this period are available for encumbrance or expenditure until June 30, 2024 to support local health jurisdictions and strengthen local infrastructure.

Funding:

For the period of July 1, 2022 to June 30, 2023. CDPH will evaluate spending at the local level in January 2023. CDPH, in consultation with the California Conference of Local Health Officers, the California Health Executives Association of California, and the

CDPH Director's Office • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 650-6416 • (916) 650-6420 FAX
Internet Address: www.cdph.ca.gov



describe in the Workplan and Spend Plan what positions your Agency plans to hire and how it will support your local objectives in which you have direct influence in achieving.

3. The Workplan should include an evaluation plan and metrics.
4. All Local Health Jurisdictions will be required to measure and evaluate the process and outcome of hiring permanent staff.

Redirection of Funding

A Local Health Jurisdiction may direct a portion of their funds to another local health jurisdiction in support of regional capacity. The Local Health Jurisdiction should submit a letter of support to CDPH from the Local Health Jurisdiction in which these funds are directed to, along with a description of the regional capacity the funds will support. The letter should be included as an additional attachment to the submission package.

Submission Requirements:

1. Complete a Workplan and Spend Plan by September 15, 2022 and submit to CDPH at: FoPHfunding@cdph.ca.gov. See *Attachments 3 and 4*. Your Agency should consider the following when developing your Workplan and Spend Plan:
 - It is recommended that your Agency fund an administrative position to ensure fiscal accountability and reporting requirements of the various Future of Public Health funds. At least seventy (70%) percent of your Agency funds must go towards the hiring of permanent city or county staff. Your agency must complete the table in Attachment 3 (Workplan and Reporting) to indicate how many positions in each type of classification across the listed public health areas your Agency plans to hire.
 - Your Agency may dedicate up to 30% of the allocated funding to fund partners and/or contractors, or used for equipment, supplies and other administrative purposes such as current staff compensation, staff development, facility space, furnishings, and travel.
 - Your Agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and a diversity of applicants from local communities who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community.
 - Your Agency is encouraged to explore transitioning limited-term or contracted staff/positions previously funded through limited term federal funding into permanent positions for the city; county; or city and county
 - If your Agency will be dedicating a portion of your funds to another Local Health Jurisdiction to increase regional capacity, your Agency should submit a letter of support from the Local Health Jurisdiction receiving those funds. Adjustments should be reflected in the workplan and spend plan that is

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2022 – September 30, 2022	October 30, 2022
Year 1/Q2	October 1, 2022 – December 31, 2022	January 30, 2023
Year 1/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 30, 2023

2. Submit quarterly expenditure reports to CDPH following the schedule below. Expenditure reporting should be completed within your Spend Plan. Note, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH. See Attachment 4.

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2022 – September 30, 2022	October 30, 2022
Year 1/Q2	October 1, 2022 – December 31, 2022	January 30, 2023
Year 1/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 30, 2023

3. CDPH will provide a template to use to facilitate the reporting of these data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to:

FoPHfunding@cdph.ca.gov. See Attachment 5.

1. First Quarter Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.
2. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 3 and 4 following the due dates above within Reporting Requirements.
3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Acknowledgement of Allocation Letter

Instruction: Please check one statement below, sign, and return to
FoPHfunding@cdph.ca.gov

☐ **County of Plumas** acknowledges receipt of this Allocation letter and accepts the funds to be used as outlined under the Submission Requirements section.

☐ **County of Plumas** acknowledges receipt of this Allocation letter and does not accept the funds. **County of Plumas** understands that these funds cannot be delegated to another Agency and CDPH will redistribute funds.

Name of Local Health Jurisdiction designated signee(s):_____

Title/Role:_____

Signature of Local Health Jurisdiction designee:_____

Date:_____

Attachments

Attachment 1: Local Allocations Table
Attachment 2: Certification Form
Attachment 3: Workplan and Reporting
Attachment 4: Spend Plan
Attachment 5: Invoice

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Public Health

Dept. No: 70560

Date 11/1/2022

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☒ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0015	70560	44141	ST.-AID HLTH CAT. PROGRAM	420,397.00
Total (must equal transfer to total)				420,397.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0015	70560	51000	Wages	208,077.29
0015	70560	51080	Retirement	38,870.66
0015	70560	51090	Group Insurance	52,477.65
0015	70560	51100	OASDI	26,238.82
0015	70560	521900	Professional Services	23,730.00
0015	70560	52440	Spec Dept Exp	71,002.58
Total (must equal transfer to total)				420,397.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
OCT 6 6 2022

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Increasing expenditures as a result of new State program: Future of Public Health

B) Increased revenue as a result of new State program: Future of Public Health

C) Payment needs to be made from FY 22/23 budget

D) New State program: Future of Public Health

Approved by Department Signing Authority: Dexena Jones

☒ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: Maula Shah

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Department Fiscal Officer
MEETING DATE: November 1, 2022
SUBJECT: Behavioral Health

Recommendation

Background and Discussion

Action:

Attachments:

None



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Department Fiscal Officer
MEETING DATE: November 1, 2022
SUBJECT: Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570; discussion and possible action. Roll call vote

Recommendation

Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation in the Budget Units 70570 (Behavioral Health) by adding 1.0 FTE Behavioral Health Systems Analyst;.

Background and Discussion

The volume of state required program reporting has steadily increased over the past several years to the point that current staffing levels are no longer sufficient to comply with timely reporting. The amendment to the Behavioral Health Systems Analyst job qualifications was not approved prior to the submittal of the Fiscal Year 2022-2023 budget. This allocation change request is now being submitted to increase the position allocation. The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date. This position would be filled without the use of any General Fund monies.

Action:

Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570

Attachments:

1. Resolution Change BH System Analyst Allocation FY22-23

RESOLUTION NO. 2022-_____

**RESOLUTION TO AMEND FISCAL YEAR 2022/2023 POSITION ALLOCATION FOR
BEHAVIORAL HEALTH DEPARTMENT #70570**

WHEREAS, Plumas County Personnel Rule 5.02 provides amendments to be made by resolution of the Fiscal Year 2022/2023 Position Allocation covering all positions in the County service; and

WHEREAS, the Behavioral Health Director has requested adding the BH Systems Analyst adding 1.0 FTE to position allocation; and

WHEREAS, the position is necessary in the daily operational needs of the Behavioral Health 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 County's Position Allocation to allocate an additional 1.0 FTE BH Systems Analyst position to the Behavioral Health Department #70570

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

Approve the amendment to Fiscal Year 2022/2023 Position Allocation as follows:

<u>Behavioral Health Department #70570</u>	<u>Current FTE</u>	<u>Proposed FTE</u>
BH Systems Analyst	0.00	1.00

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 1st day of November 2022, by the following vote:

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

Chair, Board of Supervisors

Clerk, Board of Supervisors



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Department Fiscal Officer
MEETING DATE: November 1, 2022
SUBJECT: Authorize Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Systems Analyst position; discussion and possible action.

Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Systems Analyst in Department 70570.

Background and Discussion

The Behavioral Health Department is requesting approval to fill the allocated and funded, 1.0 FTE Behavioral Health Systems Analyst position, which is a new position. The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date.

This position would be filled without the use of any additional General Fund monies.

Action:

The Behavioral Health Department respectfully requests authorization to recruit and fill 1.0 FTE Behavioral Health Systems Analyst in Department 70570.

Attachments:

1. REVISED CRITICAL STAFFING QUESTIONS Sys Analyst 10-20-22
2. BH Systems Analyst NS
3. Org Chart 102022

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Systems Analyst position.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the position is critical to the operation of the BH department**
- Why is it critical that this position be filled at this time?
This position needs to be filled in order to continue to provide timely and accurate regulatory reporting to State agencies
- How long has the position been vacant? **This is a new position**
- Can the department use other wages until the next budget cycle? **The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style. This would increase the Quality Control Department for Plumas County to 2 employees. Most small counties have a Quality Control department 2 to 4 times larger than Plumas County.**
- What core function will be impacted without filling the position prior to July 1? **Timeliness of regulatory reporting to State agencies is already impacted by the staffing shortage in the Quality Control Department**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
Delay in the regulatory reporting could result in penalties or reduced funding.
- 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? **This position is funded by MediCal billing and Realignment sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**
- 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? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

BEHAVIORAL HEALTH SYSTEMS ANALYST

DEFINITION

Under general supervision, the Health Information Systems Analyst efficiently uses health information technology (HIT) to support patient-centered care delivery; ensures electronic health record (EHR) implementation and optimization; utilizes quality improvement methodology, including workflow assessment and workflow redesign; ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single level classification. Incumbents perform basic computerized information system helpdesk duties, implement EHR, ICD10 and EHR reporting modules for quality improvement and billing. This position requires excellent troubleshooting and decision-making skills, self-motivation and the use of sound judgment and discretion at all times. Incumbents may perform computer development, installation and maintenance work, with a high degree of independence.

REPORTS TO

Behavioral Health Quality Improvement / Compliance Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

BEHAVIORAL HEALTH SYSTEMS ANALYST – 2

EXAMPLES OF DUTIES:

- Acts as a consultant to health information technology (HIT) practices to assist in restructuring clinical and business workflows to optimize the implementation of HIT in these offices.
- Coordinates task-related efforts by creating, joining and/or leading supporting partnerships and facilitating ongoing discussions and initiatives with the appropriate stakeholders on comparable HIT restructuring and/or improvement efforts.
- Coordinates and shares information and resources (data, communications, hardware and software), avoiding duplication of efforts and resources, minimizing inconsistencies, reducing burden on the participants, and developing and deploying strategies that are cost effective and improve HIT utilization and efficiencies, cultural competencies and other related measures.
- Acts as a resource person for users by answering questions and resolving problems related to the use, application, and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source, and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance, and operations needed for and efficient computer system.
- Recommends necessary hardware and software changes, and perform systems upgrades.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers.
- Documents and tracks system problems, and writes the reports on issues.
- Writes, or assists in writing and revising, procedures, instructional materials and staff development tools for system-related training.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; 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.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Computer terminals.
- Microcomputer hardware and software.
- Desktop and network operating systems.
- Electronic health records software and systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware, and peripheral equipment.
- HIPAA and CFR 42 requirements for health information technology

Ability to:

- Evaluate and interpret automated information systems from a user perspective.
- Analyze departmental data system needs and requirements.
- Identify goals and objectives, and problems; examine alternatives; and, develop conclusions and recommendations.
- Implement solutions.
- Prepare clear and concise reports, documentation and other written materials.
- Read and comprehend written material on a wide variety of technical subjects.
- Coordinate with HER vendor and navigate related software systems.
- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot common failures.
- Identify, evaluate and research operational problems, make recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Communicate clearly and concisely, both orally and in writing.

Last Revised 10/2016

BEHAVIORAL HEALTH SYSTEMS ANALYST – 4

TRAINING AND EXPERIENCE

Four (4) years previous training and/or work experience with health information systems, clinical office workflow, HIT project management, computer hardware, software, and computerized information systems.

OR

A degree in MIS, computer science, engineering, or a healthcare discipline from an accredited four-year college or university.

SPECIAL REQUIREMENTS

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

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

Last Revised 10/2016

**Plumas County Behavioral Health Department
October 2022**

Director
VACANT

Interim Director
Unit Supervisor
Sharon Sousa

Administrative Services Officer
VACANT

Behavioral Health QA/QI Manager
Jessica McGill

MHSA Coordinator
Kristy Pierson

Unit Supervisor - Nursing
Eliza Fletcher

AOD Program Admin
VACANT

Unit Supervisor
Kathy Schwartz

Continuing Care Coordinator
Jacque Martinez-Blanton

Fiscal Officer
Kyle Hardee

BH Systems Analyst
VACANT

Office Supervisor
Nikki Smalley

BH Supervising Site Coordinator
Heidi Clement

Behavioral Health LVN
Jessica Ayotte

BH Case Management Specialist I/II/III
Jeff Achilles

BH Therapist I/II
Matt Ward

BH Therapist I/II
Eric Fletcher-Chavez

BH Case Management Specialist I/II/III
Paige Connell

Management Analyst
Che Shannon

Information Systems Technician
Sam Schopplein

Clinical Records Specialist
Robert McGill

BH Site Coordinator
Doug McClure

LVN
VACANT

BH Case Management Specialist I/II/III
Christina Caires

BH Therapist I/II
Gary Sanderson

BH Therapist I/II
James Burkhalter

BH Case Management Specialist I/II/III
Ingrid Tande

Support Services Technician
Sam Chandler

Information Systems Technician-Extra Help
Jay Hemphill

Administrative Assistant I/II
Amy Miller

BH Site Coordinator
Dakota Morgenroth-Davis

BH Therapist I/II
VACANT

BH Therapist I/II
Kegan Hood*

BH Case Management Specialist I/II/III
Rich Johnston

Support Services Technician
VACANT

Case Management Specialist I/II/III
Anne Neilson

Administrative Assistant I/II
VACANT

BH Site Coordinator
VACANT

BH Case Management Specialist I/II/III
VACANT

BH Therapist I/II
Juanita Lamattina*

BH Case Management Specialist I/II/III
Ray Stivers

BH Therapist I/II
VACANT

Extra Help Therapist
Vacant

BH Case Management Specialist I/II/III
Madeline Bullion

BH Therapist I/II
VACANT

BH Case Management Specialist I/II/III
Sarah Hasse

Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
Brittnee Wolfe

BH Case Management Specialist I/II/III
VACANT

44- Funded and Allocated in 20/21
46- Allocated and Funded 22/23
13- Vacant Positions
(Pink boxes Extra Help)

Unit Supervisor
SMI
Vacant- In Budget



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Julie White, Treasurer/Tax Collector
MEETING DATE: November 1, 2022
SUBJECT: TREASURER - TAX COLLECTOR

Recommendation

Background and Discussion

Action:

Attachments:

None



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: November 1, 2022

SUBJECT: Approve and authorize the Treasurer-Tax Collections Administrator to recruit and fill, funded and allocate; 1.0 FTE Tax Specialist I/II and request the allocation of \$18,000.00 from Other Wages into the Personnel Budget 20050 to fund Extra Help position; discussion and possible action.

Recommendation

Approve and authorize the Treasurer/ Tax Collector - Collections Administrator to recruit and fill, funded and allocated ; 1.0 FTE Tax Specialist I/II position; and request Approval to allocate Other Wages into the Personnel Budget to hire extra help.

Background and Discussion

In the past, this office has had 8 positions and, through budget cuts, we have had 6 full-time positions allocated. There has been a retirement and a transfer to another department that has reduced staff by 2 long-term employees. The funded and allocated position is for a Tax Specialist I/II or Treasurer-Tax Collections Officer I/II. The Wages budgeted would compensate for an entry level position, Tax Specialist I/II and allocate Other Wages, \$18,000.00, for the department in the approved 2022-2023 budget cycle. The Other Wages would be to allow for Extra Help for the upcoming property tax season while training a newly hired employee.

Action:

I respectfully request the Board to approve the recruitment for the vacant position and allocate \$18,000.00 from Other Wages into the Personnel budget (20050).

Attachments:

1. Critical Staffing Questionair
2. Treasurer-Tax Collector Collections Admin. Budget Transfer



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

DATE: October 25, 2022

TO: The Honorable Board of Supervisors

FROM: Julie A. White, Plumas County Treasurer-Tax Collector/Collections
Administrator

SUBJECT: Recruit and Fill Vacant, Funded and Allocated Position in Treasurer-Tax Collector's office and Authorize Other Wages

Recommendation: Approve and authorize the Treasurer/Tax Collector-Collections Administrator to recruit and fill, funded and allocated Tax Specialist I/II and request Approval to allocate Other Wages into Personnel Budget and hire extra help.

Background and Discussion: In the past, this office has had 8 positions and through budget cuts we have had 6 full time positions allocated. There has been a retirement and a transfer to another department that has reduced staff by 2 long term employees. The funded and allocated position is for a Tax Specialist I/II OR Treasurer-Tax Collections Officer I/II. The wages budgeted would compensate an entry level position, Tax Specialist I/II, and allocate Other Wages, \$18,000, for the department in the approved 2022-2023 budget cycle. The Other Wages would be to allow for Extra Help coming into property tax season while training a newly hired employee.

I respectfully request the Board to approve the recruitment for the vacant position and allocate Other Wages into the budget (20050).

Thank you.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - The position is funded and allocated for the 2022-2023 fiscal year.
- Why is it critical that this position be filled at this time?
 - There are only 4 staff members including the Treasurer-Tax Collector within the department. There have been 2 vacancies due to retirement and transfer to another department.
- How long has the position been vacant?
 - 6 months
- Can the department use other wages until the next budget cycle?
 - The position is funded and allocated and I am also requesting other wages be allocated to this department.
- What are staffing levels at other counties for similar departments and/or positions?
 - Over 6 staff members.
- What core function will be impacted without filling the position prior to July 1?
 - Tax Collection, Munis Implementation, Monthly Balancing, Court Collections, TOT
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - See above
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
 - N/A
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
 - No
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - No

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
 - This position has been funded and allocated for several years and needs to be filled. There will not be any change to the fiscal impact on the GF.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - No

Allocations 2022/2023					
CLASSIFICATION		21/22 Positions Adopted	22/23 Positions Requested	22/23 Positions Recommended	22/23 Positions Adopted
GENERAL					
BOARD OF SUPERVISORS	20010				
Supervisor		5.000	5.000	5.000	5.000
Executive Assistant/Board of Supervisors		1.000	1.000	1.000	1.000
		6.000	6.000	6.000	6.000
ADMINISTRATIVE OFFICE	20030				
County Administrative Officer		1.000	1.000	1.000	1.000
Grant Manager		0.000	1.000	1.000	1.000
		1.000	2.000	2.000	2.000
RISK MANAGEMENT	20032				
Director of Risk Management & Safety		1.000	1.000	1.000	1.000
		1.000	1.000	1.000	1.000
HUMAN RESOURCES	20035				
Human Resources Director		1.000	1.000	1.000	1.000
Human Resources Analyst I/II		1.000	1.000	1.000	1.000
Human Resources Payroll Specialist I/II		1.000	1.000	1.000	1.000
Human Resources Technician I/II/III		1.000	1.000	1.000	1.000
		4.000	4.000	4.000	4.000
AUDITOR-CONTROLLER	20040				
Auditor/Controller		1.000	1.000	1.000	1.000
Assistant Auditor Controller OR		1.000	1.000	1.000	1.000
Chief Deputy Auditor					
Accountant OR Accountant Auditor I/II		3.000	3.000	3.000	3.000
Assistant Risk Mgr/Occupational Safety & Health Spec.		0.000	0.000	0.000	0.000
Accountant Auditor/Liability Risk Analyst		0.000	0.000	0.000	0.000
Accountant/Workers Compensation Analyst		0.000	0.000	0.000	0.000
Payroll Specialist I/II		1.000	1.000	1.000	1.000
Fiscal Support Coordinator OR		0.000	0.000	0.000	0.000
Auditor Accounting Technician OR					
Auditor Accounting Clerk I/II					
		6.000	6.000	6.000	6.000
TREASURER-TAX COLLECTOR	20050				
Treasurer/Tax Collector		1.000	1.000	1.000	1.000
Assistant Treasurer/Tax Collector		1.000	1.000	1.000	1.000
Collections Officer I/II		0.000	0.000	0.000	0.000
Accounting Technician		0.000	0.000	0.000	0.000
Treasurer/Tax Technician		0.000	0.000	0.000	0.000
Treasurer/Tax Collections Officer I/II OR		3.000	3.000	3.000	3.000
Treasurer/Tax Specialist I/II					
		5.000	5.000	5.000	5.000
ASSESSOR	20060				
Assessor		1.000	1.000	1.000	1.000
Chief Appraiser		1.000	1.000	1.000	1.000
Auditor/Appraiser I/II/III OR		1.000	1.000	1.000	1.000
Assistant County Assessor					

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: TREASURER-TAX COLLECTOR Dept. No: 20050 Date 10/26/2022

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☒ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20050	51000	REGULAR WAGES	18,000.00
Total (must equal transfer to total)				18,000.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20050	51020	OTHER WAGES	18,000.00
Total (must equal transfer to total)				18,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) HIRE EXTRA HELP

B) ALLOCATED, FUNDED VACANT POSITION

C) STAFFING SHORTAGE AND NEED TO HIRE EXTRA HELP

D) _____

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Brendan Herbert

Email

Street

Town

Zip

Telephone:

Employer's Name & Address Plumas county facility services

198 Andy's Way Quincy CA 95971

Present Occupation Airport manager / Airplane mechanics Are You Over 18 Years of Age yes

Board/Commission Applied for **AIRPORT LAND USE COMMISSION**

As representative of (check one) **Airport Managers Appointee**

Summary of Qualifications for Position: Nevada's Airport manager as of 9-1-22,
7 years of airport experience at Nevada Aero service

Reasons for Applying: To be a part of ALUC To help make decisions
pertaining to the land use Around Plumas county Airports,

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: Airport manager through Plumas county facilities services,

Date 09-10-22

Signature Brendan Herbert

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.