



Board of Supervisors

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

**AGENDA FOR REGULAR MEETING
MARCH 7, 2023 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.

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

B. MUNIS HR/PAYROLL MODULE UPDATE

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

2. CONSENT AGENDA

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

A. BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/ Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2023). **View Item**
- 2) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:30 PM to 9:30 PM on May 13, 2023). **View Item**

B. CLERK OF THE BOARD

- 1) Approve Board Minutes for February 2023. **View Item**

C. INFORMATION TECHNOLOGY

- 1) Authorize no contract payment of \$6,287.40 to ArchiveSocial for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance.
View Item

D. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and DC Solar Electric for the PCPW Office Solar Array Installation; not to exceed \$53,494.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and Cal-Trans, to provide Free Dump Day Events for local agency's residents as a part of the Clean California Initiative led by Cal-Trans; reimbursement to Public Works not to exceed \$30,000.00; approved as to form by County Counsel. **View Item**

E. SHERIFF

- 1) Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Curran Tire Center, for provision of automotive service and repair; effective April 1, 2023; not to exceed \$20,000.00; approved as to form County Counsel. **View Item**

F. SOCIAL SERVICES

- 1) Authorize the Director of Social Services to recruit and fill, funded and allocated 1.0 FTE Social Worker I/II/III position in the Department of Social Services as soon as administratively possible; vacancy due to resignation. **View Item**

3. DEPARTMENTAL MATTERS

A. FACILITY SERVICES & AIRPORTS – JD Moore

- 1) Approve and authorize a supplemental budget increase to account 521900 (Professional Services) in the amount of \$2,304.38, for a total of \$2,304.38; discussion and possible action.
Four/ fifths roll call vote View Item
- 2) Approve and authorize a supplemental budget increase to account 540110 (Capital Improvements) in the amount of \$9,950.00 for a total of \$9,950.00; discussion and possible action.
Four/ fifths roll call vote View Item

B. FAIRGROUNDS - John Steffanic

- 1) Approve and authorize the transfer of \$32,000.00 from account 524400 (Special Department) into payroll accounts; 51020 (Other Wages) in the amount of \$30,000.00, and 51060 (Overtime Pay) in the amount of \$2,000.00; discussion and possible action. **Four/ fifths roll call vote [View Item](#)**
- 2) Approve and authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the Amount of \$67,527.00, to a total of \$107.527; discussion and possible action. **Four/ fifths roll call vote [View Item](#)**

C. PUBLIC HEALTH - Dana Loomis

- 1) Adopt a revised **RESOLUTION** to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position to 0.825 FTE and decrease the Administrative Assistant Series position to 2.75 FTE in Budget Unit 70560; approved as to form by County Counsel; discussion and possible action. **Roll call vote [View Item](#)**
- 2) Adopt **RESOLUTION** authorizing the Director of Public Health to accept Area 3 Agency on Aging Grant funds in the amount of \$358,151.00, and execute AAA grant agreements for fiscal year 2022-2023; discussion and possible action. **Roll call vote [View Item](#)**
- 3) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Department and Plumas District Hospital, Inc. for services provided to HIV clients and for service as primary medical provider for Mountain County EIS program; effective April 1, 2022 - March 31, 2023; not to exceed \$29,091.00; discussion and possible action. **[View Item](#)**

D. SHERIFF'S OFFICE - Todd Johns

- 1) Authorize the Sheriff to recruit and fill, funded and allocated, 1.0 FTE Sheriff's Service Assistant I/II, and establish a hiring pool; vacancy due to resignation; discussion and possible action. **[View Item](#)**
- 2) Approve and authorize the Chair to sign an Agreement between the Plumas County Animal Shelter and The Regents of the University of California, to manage grant funds; and authorize supplemental budget transfer of \$180,000.00 from account 44027 State Grant funds to be transferred to account 524405 for provision of spay/neuter vouchers for animal adoption; discussion and possible action. **Four/ fifths roll call vote [View Item](#)**
- 3) Review, Presidential Executive Order 14074, and approve the attached memo in compliance with Presidential Executive Order 14074; discussion and possible action. **[View Item](#)**
- 4) Adopt **RESOLUTION** approving the execution of Medi-Cal County Inmate Program (MCIP) Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32; discussion and possible action. **Roll call vote [View Item](#)**

E. SOCIAL SERVICES – Neal Caiazzo

- 1) Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center, for additional services; to extend the term of the agreement through June 30, 2024; and to increase the compensation amount, not to exceed \$790,000.00; approved as to form by County Counsel; discussion and possible action. **[View Item](#)**

F. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTIONS** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of General and Mid-Management & Supervisors Units represented by the Operating Engineers Local #3; discussion and possible action. **Roll call vote [View Item](#)**

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County and Tyler-Munis for Finance Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO and staff; not to exceed \$92,400.00; approved as to form by County Counsel; discussion and possible action. **[View Item](#)**

- B. Presentation of FY 2022-2023 Mid-Year Budget; and authorize the acting Auditor Controller to process departmental budget transfers, and supplemental budgets for receipt of unanticipated revenue; discussion and possible action; **four/ fifths roll call vote View Item**
- C. Adopt **RESOLUTION** by Plumas County Board of Supervisors proclaiming a local emergency in Plumas County due to the Plumas County Blizzard; discussion and possible action. **Roll call vote**

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. 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. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
 - 1. Agricultural Commissioner
 - 2. Behavioral Health Director
 - 3. Building Services Director
 - 4. Chief Probation Officer
 - 5. Child Support Services Director
 - 6. County Administrative Officer
 - 7. County Counsel
 - 8. Environmental Health Director
 - 9. Facility Services Director
 - 10. Fair Manager
 - 11. Human Resources Director
 - 12. Information Technology Director
 - 13. Library Director
 - 14. Museum Director
 - 15. Planning Director
 - 16. Public Health Director
 - 17. Public Works Director
 - 18. Risk & Safety Manager
 - 19. Social Services Director
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Risk Manager: Quarterly Risk Control Program status report.
- 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, March 14, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Heidi White, Clerk of the Board
MEETING DATE: March 7, 2023
SUBJECT: Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/ Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2023).

Recommendation

The Lake Almanor Area Chamber of Commerce is beginning planning for the 2023 July 4th Parade through Chester. We are requesting and needing a letter of support from the County Board of Supervisors.

Enclosed is a map of the parade route and Certificate of Insurance.

Thank you very much,

Anne Kassebaum
Executive Director

Background and Discussion

Action:

Attachments:

1. Board of Supervisors CalTrans Permit Request
2. Chester July 4th Parade Route Map
3. Certificate of Liability Insurance

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS MCGOWAN, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



March 7, 2023

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: Encroachment Permit Request
Lake Almanor Area Chamber of Commerce
4th of July Parade, Chester CA
Main Street (Highway 36), Chester California
On Tuesday, July 4th, 2023

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Dwight Ceresola, Chair 1st District
Plumas County Board of Supervisors

Cc: Plumas County Director of Public Works



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sage Creek Insurance Services PO Box 1786 Chester CA 96020	CONTACT NAME: Rachelle Labosky PHONE (A/C, No., Ext): (530) 258-9992 E-MAIL ADDRESS: rachelle@sagecreekinsurance.com FAX (A/C, No.): (530) 258-0111														
INSURED Lake Almanor Area Chamber of Commerce PO Box 1198 Chester CA 96020	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: United States Liability Insurance</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Liability Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x	NBP1559375C	01/06/2023	01/06/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured per form BP145NPP(06-10)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<RL>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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PRODUCER Sage Creek Insurance Services PO Box 1786 Chester CA 96020	CONTACT NAME: Rachelle Labosky		
	PHONE (A/C, No, Ext): (530) 258-9992	FAX (A/C, No): (530) 258-0111	
	E-MAIL ADDRESS: rachelle@sagecreekinsurance.com		
INSURED Lake Almanor Area Chamber of Commerce PO Box 1198 Chester CA 96020	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Liability Insurance		
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	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	x		NBP1559375C	01/06/2023	01/06/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured per form BP145NPP(06-10)

CERTIFICATE HOLDER

CANCELLATION

Plumas County
520 Main Street Room 309
Quincy, CA 95971

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<RL>

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**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:30 PM to 9:30 PM on May 13, 2023).

Recommendation

Background and Discussion

Action:

Attachments:

1. Item 2.A.2. - Quincy Junior Senior HS Memo
2. Standard Encroachment Permit
3. Encroachment permit Quincy HS Prom letter - BOS LETTER

Quincy High School
2023 Prom Committee

Donata Smith, Adult Chair 530-394-0349

February 3, 2023

To whom it may concern:

I am the adult Chairman of the QHS Prom, which will be held on May 13, 2023 at the Plumas County Courthouse.

We would appreciate your support of our Encroachment Permit Application allowing our wonderful traditional event for the community as well as the students.

Could you kindly issue a letter of acknowledgment and support for this annual event.

Please feel free to contact me, should you need further information regarding Prom.

Thank you for your time and attention to this matter.

Donata Smith

Adult Chairperson

QHS Prom 2023

530-394-0349

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Plumas		2. ROUTE	3. POST MILE
4. ADDRESS OR STREET NAME 520 main Street		5. CITY Quincy	
6. CROSS STREET (Distance and direction from project site) Crescent St and Bradley St			
7. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> APPLICANT <input type="checkbox"/> CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number	
9. ESTIMATE START DATE 5/13/23		10. ESTIMATED COMPLETION DATE 5/13/23	
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 1			
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY 0.00			
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?			
14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)			
15. CALTRANS PROJECT CODE (ID) NA		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER NA	

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

Name of contact on site at event: **Donata Smith**
 Contact phone: **530-394-0349**
 Fully Describe event: **Quincy High School prom**

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

- ☒ Traffic lane ☒ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
☐ Outside of the shoulder, _____ feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

- ☒ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____
☐ Project specific Traffic Control Plans included ☐ To be submitted by contractor

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) NA	MIN. DEPTH (in) NA	AVG. WIDTH (in) NA	LENGTH (ft) NA	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) NA
20. PIPES	PRODUCT BEING TRANSPORTED NA		CARRIER PIPE DIAMETER _____ (in.) MATERIAL _____		CASING PIPE DIAMETER _____ (in.) MATERIAL _____
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) NA					VOLTAGE / PSIG NA

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☐ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER _____☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER _____☒ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,
MAINTENANCE OR RESURFACING☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS☐ MAILBOX ☐ LANDSCAPING☒ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER _____**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

NO

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

NO

C. Is the proposed project located within five miles of the coast line?

NO

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

NO

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

NO

F. Are there any recreational trails or paths within the limits of the proposed project?

NO

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

NO

H. Will the proposed project impact access to any businesses or residences?

NO

I. Will the proposed project impact any existing public utilities or public services?

NO

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

Sidewalk will be used for prom goes to enter facility from vehicle from work

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

NO

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)
23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)
24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☐ YES ☒ NO
(If "YES", attach 6 complete sets of site and grading plans)
25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____
26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)
27. How will any storm water or ground water be disposed?
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A
☐ Other (explain) _____

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TRACKING NO

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

Tisha Donnelly - Class Advisor

ADDRESS OF APPLICANT (Include City, State and Zip Code)

6 Quincy Junction Rd Quincy CA 95971

E-MAIL ADDRESS

t.donnelly@pcoe.k12.ca.us

PHONE NUMBER

530-283-6510

FAX NUMBER

530 283 6519

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)

Donata Smith - Parent Volunteer

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

168 Coburn St, Quincy CA 95971

E-MAIL ADDRESS

S.donata@yahoo.com

PHONE NUMBER

530-394-0349

FAX NUMBER

IS A LETTER OF
AUTHORIZATION ATTACHED?
☐ YES ☐ NO

30. NAME OF BILLING CONTACT (Same as #28 ☐ Same as #29 ☐

NA

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

32. PRINT OR TYPE NAME

33. TITLE

Class advisor

34. DATE

2/6/2023

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INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: http://www.dot.ca.gov/trafficops/ep/docs/EP_Application_Guide_Booklet.pdf).

1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
2. State Highway Route Number (e.g. I-5, SR-99, etc.)
3. Highway Postmile: (location of work, see <https://postmile.dot.ca.gov/>)
If unable to determine, contact the appropriate District Encroachment Permits Office for assistance at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf)
4. Address of project site (if the property has a physical address with a Number and Street/Road Name)
5. City (e.g. Sacramento, Redding, Irvine, etc.)
6. Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
7. Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
8. Indicate if you are applying for a "Contractor's (Double) Permit" and provide the "Parent Permit Number".
9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
10. Estimated completion date for the proposed work.
11. Estimated number of working days within State Highway right-of-way.
12. Estimated construction costs for all work to be done within State Highway right-of-way.
13. Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
14. Identify funding source(s) for the proposed work.
15. Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
16. Your company's reference number or utility work order number for this project.
17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-1/2" X 11") and any applicable specifications, calculations, maps, etc.
18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
20. Product being transported (e.g. water, natural gas, etc.)
Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.)
Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas.
- Replacement and/or abandonment of an existing facility (e.g. Abandoning pipe and filling it with two-sack slurry cement)
21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. Skip questions A-K.

If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. Also answer questions A-K.
22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
24. Is there any work being done on the applicant's property?
25. Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: <http://www.dot.ca.gov/hq/env/stormwater>).
27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
31. Signature of the applicant or applicant's authorized agent.
32. Name of the applicant or applicant's authorized agent.
33. Title (owner, president, etc.) of the applicant or applicant's authorized agent.
34. Date of the signature.

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BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS MCGOWAN, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



March 7, 2023

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: **Encroachment Permit Request**
 Quincy Junior Senior High School
 Quincy Junior Senior Prom, May 13, 2023
 from 4:30 P.M. to 7:00 P.M.
 In the front of the Plumas County Courthouse
 520 Main Street, Quincy, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Dwight Ceresola, Chair 1st District
Plumas County Board of Supervisors

Cc: Plumas County Director of Public Works



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: March 7, 2023
SUBJECT: Approve Board Minutes for February 2023.

Recommendation

Background and Discussion

Action:

Attachments:

1. Meeting Minutes 02-07-2023
2. Meeting Minutes 02-14-2023
3. Meeting Minutes 02-21-2023



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Tom McGowan, 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 FEBRUARY 7, 2023

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 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan

PLEDGE OF ALLEGIANCE

Rob Robinette led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Engel moved Consent Agenda Items 2.C.1 and 2.C.3, to Departmental Matters for discussion.

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 offered a short prayer for the County.

Chandler Peay, President of the Plumas County Sheriff's Department Association commented regarding the Sheriff's department staffing shortages and the emergency staffing Schedule and the reduction of patrol units due to the shortages.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns addressed statements made by Mr. Paey's public comment regarding staffing shortages and the wage increases due to the minimum wage increase, and referred to Agenda 01.03.2023 and Human Resource agenda Item 4.A.1.

Tracey Ferguson, Planning Director, updated the Board regarding upcoming community meetings for the 2021 Wildfire Long Term Recovery Plan (Flier with schedule attached).

Nancy Selvage, Human Resources Director, reported the progress of the HR department relocation to 1446 Main Street, East Quincy.

Supervisor - District 5 Jeff Engel announced the Dedication of this meeting to the Memory of Terry Swafford. He also thanked the Road Crews, the Sheriff's Office, Cal Trans, and Plumas Rural Electric for their exemplary job during the recent storms.

ACTION AGENDA

THIS MEETING IS DEDICATED IN MEMORY OF TERRY SWOFFORD

1. UPDATES AND REPORTS

- A. Presentation of Certificate of Appreciation and Recognition of Ron Trumbo and thanking him for his years of broadcast excellence and tireless efforts to keep the citizens of Plumas County informed and entertained.

Supervisor - District 4 Greg Hagwood presented Ron Trumbo with a Certificate of appreciation and thanked him for his service to Plumas County.

- B. Presentation of Certificate of Appreciation and Recognition of Tommy Miles and thanking him for his years of broadcast excellence and tireless efforts to keep the citizens of Plumas County informed and entertained.

Supervisor - District 4 Greg Hagwood presented Tommy Miles with a Certificate of appreciation and thanked him for his service to Plumas County.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Clint Kobly from Hamilton Branch, and Co-Chair to the Dixie Fire Collaborative - Reported on the RSF Projects and the in recovery progress.

D. MUNIS HR/PAYROLL MODULE UPDATE

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

Human Resource Director, Nancy Selvage reported on their department's progress in the implementation of the Munis payroll module.

Information Technology Director, Greg Ellingson gave a brief report regarding the schedule and progress of the Tyler/ Munis Project.

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 amended (Items 2.C.1. and 2.C.3. have been removed from the consent agenda for discussion).

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

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

A. CLERK OF THE BOARD

- 1) Approve Board Minutes for January 2023

B. DISTRICT ATTORNEY'S OFFICE

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County District Attorney's Office and Thomson Reuters, Inc. for online legal research and document generation; not to exceed \$19,000.00 in a 36 month term; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County District Attorney's Office and Thomson Reuters, Inc., for investigations and the Public Administrator for access to a real-time public records tool for locating people and assets; not to exceed \$13,500.00 in a 36 month term; 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 public presentation hosted by Friends of Plumas Wilderness on March 13, 2023 from 6pm to 8pm.

Following a brief discussion by the Board:

Motion: To Deny the request to waive the Portola Memorial Hall rental fee, for a public presentation hosted by Friends of Plumas Wilderness on March 13, 2023 from 6pm to 8pm.,

Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 2) Approve and authorize the Chair to ratify and sign the Second Amendment to an Agreement between Facility Services and Martin Security Systems, Inc.; the Amendment is needed due to a partnership venture, giving ownership of contractual agreements with Plumas County to Current Electric & Alarm, Inc.; effective January 1, 2023; not to exceed \$5,652.00 per year for the remainder of the Agreement; approved as to form by County Counsel.

Following a brief discussion with staff

Motion: Approve and authorize the Chair to ratify and sign the Second Amendment to an Agreement between Facility Services and Martin Security Systems, Inc.; the Amendment is needed due to a partnership venture, giving ownership of contractual agreements with Plumas County to Current Electric & Alarm, Inc.; effective January 1, 2023; not to exceed \$5,652.00 per year for the remainder of the Agreement, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan,

Seconded by Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize the Chair to ratify and sign an Agreement between Facility Services and Folchi Logging and Construction, Inc. for snow plowing services at the Portola Memorial Hall; effective November 1, 2022; not to exceed \$4,000; approved as to Form by County Counsel.

Following a brief discussion with staff:

Motion: Approve and authorize the Chair to ratify and sign an Agreement between Facility Services and Folchi Logging and Construction, Inc. for snow plowing services at the Portola Memorial Hall; effective November 1, 2022; not to exceed \$4,000;

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 4) Approve and authorize the Director of Facility Services & Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker I/II position; vacancy due to resignation.

D. SHERIFF

- 1) Approve and authorize the Chair to sign a Memorandum of Understanding between the Plumas County Sheriff's Office and the California Health and Recovery Solutions, P.C., and the California Department of State Hospitals, for Early Access and Stabilization Services; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an agreement between the Plumas County Sheriff's Office and Kassbohrer All-Terrain Vehicles, Inc., to provide maintenance, service and repair to the Sheriff's department snow cat; not to exceed \$20,000.00; approved as to form by County Counsel.

E. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve and authorize the Chair to sign Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2023.
- 2) Approve and authorize the Chair to sign the amended by-laws dated 11-10-2022 of the Plumas Early Education & Child Care Council, as submitted.

F. BEHAVIORAL HEALTH

- 1) Approve and authorize the Board Chair to sign an Agreement between Plumas County Behavioral Health and Community Medical Specialists, Inc. dba Community Behavioral Health; to provide 2-full-time telehealth therapists and psychiatry services; from 2/1/23- 1/31/2025 ; not to exceed \$704,000.00; approved to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, to provide inpatient and outpatient mental health services; effective July 1, 2022; not to exceed \$160,000.00; approved to form by County Counsel.
- 3) Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, amending the compensation amount previously not to exceed \$165,000.00 to a not to exceed amount of \$245,000.00; to cover the rising demand for mental health, wellness, and recovery services for the remainder of the term of the Agreement; approved to form by County Counsel.
- 4) Approve and authorize the Chair to ratify and sign the First Amendment to an Agreement between Plumas County Behavioral Health and Restpadd Health Corporation; effective December 1, 2022; amending the compensation amount an additional \$100,000.00 to cover the demand for psychiatric services for the remainder of the term of the Agreement; approved to form by County Counsel.

G. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Probation Department and Dr. Alfredo M. Amezaga Jr. to provide juvenile psychological evaluations; effective January 1, 2023; not to exceed Fourteen Thousand Dollars (\$14,000.00); approved as to form by County Counsel.

H. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 3 to the Agreement between Plumas County Public Works Department and Quincy Engineering, Inc. for design engineering services for the Blairsden-Graeagle Road Bridge Replacement project and to authorize the Director of Public Works to sign the Notice of Assignment with the company's new owners: Consor North America, Inc.; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Amendment No. 4 to the Agreement between Plumas County Public Works Department and Quincy Engineering, Inc. for design engineering services for the Keddies Resort Bridge Replacement project and to authorize the Director of Public Works to sign the Notice of Assignment with the company's new owners: Consor North America, Inc.; approved as to form by County Counsel.
- 3) Authorize no contract payment of \$ 3,974.08 to Dokken Engineering, Inc. for work performed during the term of their On-Call Contract but not billed for until after the contract expired.

I. CHILD SUPPORT SERVICES

- 1) Authorize the Child Support Services Dept. to Recruit and Fill Vacant 1.0 FTE **Child Support Specialist I or II** Position.
- 2) Authorize the Child Support Services Dept. to recruit and fill an **EXTRA HELP** Child Support Specialist I Position.

3. 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; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD.

- 1) Appoint a Supervisor and an Alternate to Serve as a representative on the Flood Control Monterey Settlement Watershed Forum; discussion and possible action.

Motion: reappoint Supervisor Engel and an Alternate Supervisor McGowan to Serve as a representative on the Flood Control Monterey Settlement Watershed Forum.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

B. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** approving the Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8760** approving the Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign a Letter of Agreement (LOA) with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); to receive funding for the Domestic Cannabis Eradication/ Suppression Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8761** authorizing the Sheriff to sign a Letter of Agreement

(LOA) with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); to receive funding for the Domestic Cannabis Eradication/ Suppression Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Authorize no contract payment of \$1,040.00 to Adventist Health St. Helena for mental health doctor fees for specialty services; discussion and possible action.

Motion: Authorize no contract payment of \$1,040.00 to Adventist Health St. Helena for mental health doctor fees for specialty services; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 2) Authorize no contract payment of \$3,356.00 to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services; discussion and possible action.

Motion: Authorize no contract payment of \$3,356.00 to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Haagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

C. CHILD SUPPORT - Michelle Blackford

- 1) Adopt **RESOLUTION** to amend the position allocation for Budget Year 2022/2023 for department #70280 - Child Support Services; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8762** to amend the position allocation for Budget Year 2022/2023 for department #70280 - Child Support Services; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

D. PLANNING - Tracey Ferguson

- 1) Adopt **RESOLUTION** authorizing request for Regional Early Action Planning Grants Program (REAP 2.0) funding not to exceed \$2,060,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8763** authorizing request for Regional Early Action Planning Grants Program (REAP 2.0) funding not to exceed \$2,060,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 2) Approve and authorize the Chair to sign Funding Agreement Amendment No. 1 by and between

the County of Plumas and Sierraville Public Utility District in the amount of \$1,132,660 for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve and authorize the Chair to sign Funding Agreement Amendment No. 1 by and between the County of Plumas and Sierraville Public Utility District in the amount of \$1,132,660.00 for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant.

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 3) Approve and authorize the Chair to sign a Funding Agreement by and between County of Plumas and Indian Valley Community Services District for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant in the amount of \$304,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve and authorize the Chair to sign a Funding Agreement by and between County of Plumas and Indian Valley Community Services District for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant in the amount of \$304,000.

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 4) Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center for Community Development Block Grant Program for Non-Entitlement Jurisdictions Tranches 2 and 3 in the amount of \$136,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center for Community Development Block Grant Program for Non-Entitlement Jurisdictions Tranches 2 and 3 in the amount of \$136,000.

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- 5) Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Rural Communities Housing Development Corporation in the amount of \$115,442.00 under the Local Government Regional Early Action Planning Grant Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Rural Communities Housing Development Corporation in the amount of \$115,442.00 under the Local Government Regional Early Action Planning Grant Program.

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

E. PUBLIC HEALTH - Dana Loomis

- 1) Adopt **RESOLUTION** to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position allocation to .825 FTE, and decrease the Administrative Assistant II position to .75 FTE; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8764** to Amend the FY 2022/2023 County Personnel

Allocation to increase the Office Supervisor position allocation to .825 FTE, and decrease the Administrative Assistant II position to .75 FTE

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

F. ENVIRONMENTAL HEALTH

- 1) Approve and authorize the Chair to sign the first amendment to an Agreement between Plumas County Environmental Health and the California Association of Environmental Health Administrators (CAEHA); to extend the term of the agreement for emergency staffing to continue to populate the emergency structural debris, ash, hazardous trees, and lead contamination removal management resulting from the Dixie and Beckwourth fires through December 31st 2023; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign the first amendment to an Agreement between Plumas County Environmental Health and the California Association of Environmental Health Administrators (CAEHA); to extend the term of the agreement for emergency staffing to continue to populate the emergency structural debris, ash, hazardous trees, and lead contamination removal management resulting from the Dixie and Beckwourth fires through December 31st 2023.

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

Vote: Motion Passed by unanimous roll call vote (summary: Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

G. COUNTY COUNSEL

- 1) Approve and authorize ratification of the County Administrative Officer's signature on this First Amendment to the Agreement between Plumas County and Arcadis, U.S., Inc., extending term through August 31, 2023; effective January 25, 2023; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize ratification of the County Administrative Officer's signature on this First Amendment to the Agreement between Plumas County and Arcadis, U.S., Inc., extending term through August 31, 2023; effective January 25, 2023.

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

H. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** ratifying the Side Letter to the Memorandum of Understanding between the county of Plumas and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and the Sheriff's Mid-Management Unit, for the approval of the one-time lump sum non-recurring payment of \$1,500 for S.E.A. funding from the American Rescue Plan Act (ARPA). This is a one-time cost of seventy-eight thousand dollars (\$78,000.00) to be paid out of the ARPA funds to the employees of the Sheriff's department; discussion and possible action. **Four/fifths roll call vote**

Motion: Adopt **RESOLUTION No. 23-8765** ratifying the Side Letter to the Memorandum of

Understanding between the county of Plumas and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and the Sheriff's Mid-Management Unit, for the approval of the one-time lump sum non-recurring payment of \$1,500 for S.E.A. funding from the American Rescue Plan Act (ARPA). This is a one-time cost of seventy-eight thousand dollars (\$78,000.00) to be paid out of the ARPA funds to the employees of the Sheriff's department.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Approve and authorize the Chair to sign MOU between the Golden State Finance Authority and Plumas County; to provide support for the development of a Plumas County specific Broadband Strategic Plan; not to exceed \$25,000; paid through the broadband dedicated funds of the American Rescue Plan Act funds; as approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve and authorize the Chair to sign MOU between the Golden State Finance Authority and Plumas County; to provide support for the development of a Plumas County specific Broadband Strategic Plan; not to exceed \$25,000; paid through the broadband dedicated funds of the American Rescue Plan Act funds.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

6. BOARD OF SUPERVISORS

A. 11:00 AM PRESENTATION

- 1) The Plumas County League of Women Voters has announced the winners of its 2022 essay contest on the topic "Is Immigration Good for the United States?"
Luke Lerch of Quincy High School is the grand prize winner and will present his winning essay to the Plumas County Board of Supervisors.
The other three other winners who each received honorable mention are:
Ava McColm
Kaitlynn Miller
Zeniah Moghaddas

After a brief presentation and by the League of Women Voters, Luke Lerch, winner of the essay contest read his essay "Immigration and the United States of America".

B. APPOINTMENTS

- 1) **SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**
Appoint Greg Ramelli to the Sierra Valley Groundwater Management District Board of Directors for a four-year term, as recommended; discussion and possible action.
Motion: Appoint Greg Ramelli to the Sierra Valley Groundwater Management District Board of Directors for a four-year term, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) **CHESTER CEMETERY DISTRICT**

Appoint Ken Wilson to the Chester Cemetery District Board of Directors for a four-year term, as recommended; discussion and possible action.

Motion: Appoint Ken Wilson to the Chester Cemetery District Board of Directors for a four-year term, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. CORRESPONDENCE

Supervisor Hagwood received correspondence from constituents regarding the monument status efforts being advanced by the Friends of Plumas Wilderness, and correspondence regarding recycling.

Supervisor McGowan received correspondence regarding the monument declaration, and additional correspondence from constituents.

Supervisor Engel received similar correspondence reported by Supervisor Hagwood & McGowan.

Supervisor Ceresola received correspondence regarding the Community Development Commission stove replacement project, and correspondence regarding the Fire Districts Consolidation.

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 ta working group meeting regarding the Lawry House, attended a zoom meeting with the Continuum Care Committee, regarding the care of the homeless population; attended a Firewise meeting, the Plumas County Transportation Commission meeting, and attended the Groundhog Day Celebration.

Reported by Supervisor McGowan regarding matters related to County Government and included attending the Calfire presentation;attended the Firewise meeting, and had meetings with insurance agents in District 3.

Reported by Supervisor Engel regarding matters related to County Government and included attending a Watershed Forum meeting, and attended the RSF meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and include participating in the Sierra Valley Groundwater meeting.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director

10. Fair Manager
 11. Human Resources Director
 12. Information Technology Director
 13. Library Director
 14. Museum Director
 15. Planning Director
 16. Public Health Director
 17. Public Works Director
 18. Risk & Safety Manager
 19. Social Services Director
- B. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- 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: Claim against the County filed by Operating Engineers Local Union No. 3 on December 23, 2022.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Ceresola reported that there was no reportable action taken during the Closed Session.

8. ADJOURNMENT

Adjourn meeting to Tuesday, February 14, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Tom McGowan, 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 FEBRUARY 14, 2023

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 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Chuck White led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None were 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.

Supervisor Ceresola reported on public comment received by the Board of Supervisors through email communication.

Pastor George Tarleton offered a brief prayer for the fire fighters and the County.

Clint Koble, from Hamilton Branch commented regarding ARPA fund disbursement, the contact with the Golden State Finance Authority. He concluded his comments by thanking the County Administrative Officer, Debra Lucero, for moving the matter forward.

Motion: To allow additional Public Comment Opportunity to Mother and Daughter who traveled from Lassen County to speak to the Board **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 5 Engel.

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

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

Emily Detrick and her mother came before the Board to share their personal experience with an affordable housing complex located in Susanville, CA. They concluded their public comment with a statement in opposition to the proposed affordable housing development project.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Director of the Building Department, Chuck White, updated the Board on the apartment fire that occurred in the early morning hours on Sunday February 12, 2023.

ACTION AGENDA

1. UPDATES AND REPORTS

A. BEHAVIORAL HEALTH - Sharon Sousa

Presentation of a Certificate of Appreciation and Recognition of Jacque Martine-Blanton, thanking her for her years of service and contributions to the Plumas County Behavioral Health Department.

In the absence of Interim Director, Sharon Sousa, Elisa Fletcher presented a certificate of appreciation and recognition to Jacque Martine-Blanton for her 29 years of service to the Plumas County Behavioral Health department and the citizens of Plumas County.

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Moriah Hoffman Stout updated the Board on the Dixie Fire Collaborative efforts and activities.

C. PLUMAS COUNTY FIRE SAFE COUNCIL - Hannah Hepner

Introduction of staff, new board members. Review and update the board on available programs and quantified accomplishments from 2022.

Plumas County Fire Safe Council Program Manager, Hannah Hepner, updated the Board on available programs and provided the board with a review of the accomplishments for the year 2022. The council will return on the 2nd Tuesday of each month with ongoing updates.

D. MUNIS HR/PAYROLL MODULE UPDATE

Report, and update, on Pentimention, Tyler/ Munis software migration and efforts.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted.

Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

A. ASSESSORS OFFICE

- 1) Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser I/II/III position; vacancy due to resignation.

B. PLANNING

- 1) Approve and authorize the Planning Director to recruit and fill a vacant Extra-Help Planning position.

C. PUBLIC WORKS - ENGINEERING

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Engineering Department and Bay Reprographics Supply, Inc. for the lease and maintenance services of a New

Large Format Multifunction Plotter (MFP); for a term of 3 years not to exceed \$15,500.00; approved as to form by County Counsel.

3. 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; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. CONVENE AS THE COUNTY SERVICE AREA NO. 12 (CSA #12) GOVERNING BOARD.

- 1) Approve and authorize the Chair to sign Amendment #2 of the Transit Operations Contract between Community Service Area #12 and Plumas Rural Services, extending the Contract for one year; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Amendment #2 of the Transit Operations Contract between Community Service Area #12 and Plumas Rural Services, extending the Contract for one year

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

B. ADJOURN AS THE COUNTY SERVICE AREA NO. 12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Cordico Psychological Corporation to provide psychological evaluation services; effective June 1, 2022; not to exceed Four Thousand Dollars (\$4,000.00); Approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Cordico Psychological Corporation to provide psychological evaluation services; effective June 1, 2022; not to exceed Four Thousand Dollars (\$4,000.00);

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

B. SHERIFF'S OFFICE - Todd Johns

- 1) Discussion and possible direction to staff regarding First Aid and cardio-pulmonary resuscitation (CPR) requirements for Correctional Officer applicants.

Motion: Direction to HR staff to move forward with the process to update requirements for Correctional Officer applicants, regarding CPR and First Aid requirements.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

- 2) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Sheriff's Office (PCSO) and Berry Enterprises, Inc, for provision of electrical services and maintenance of electrical equipment for PCSO; effective January 1, 2023; not to exceed \$350,000.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Sheriff's Office (PCSO) and Berry Enterprises, Inc, for provision of electrical services and maintenance of electrical equipment for PCSO; effective January 1, 2023; not to exceed \$350,000.00;

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

C. PLANNING DEPARTMENT - Tracey Ferguson

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County and Michael Baker International, Inc. not to exceed \$70,000 for services under the Department of Housing and Community Development (HCD) Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV2-3) Small Business Assistance Recovery Program; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to sign an Agreement between Plumas County and Michael Baker International, Inc. not to exceed \$70,000 for services under the Department of Housing and Community Development (HCD) Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV2-3) Small Business Assistance Recovery Program;

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: Supervisor - District 5 Engel.

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 it back within 30 days, on March 14, 2023; discussion and possible action.

Motion: Continue the Emergency pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on March 14, 2023;

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 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. APPOINTMENTS

- 1) Appoint Jack Montgomery to the Plumas County Planning Commission as a representative of District 3; discussion and possible action.

Motion: Appoint Jack Montgomery to the Plumas County Planning Commission as a representative of District 3

Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

C. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding the effort to create monument status in the middle fork of the Feather River; correspondence regarding the location of the new courthouse; correspondence requesting additional street lighting between Downtown Quincy and the Hospital; and correspondence regarding possible low income housing development.

Supervisor McGowan received similar correspondence regarding the monument status, and correspondence regarding TOT taxes.

Supervisor Goss received correspondence regarding the national monument, the lack of internet in the Indian Valley, and the future of Frontier Internet.

Supervisor Engel received correspondence regarding the effort to create monument status in the middle fork of the Feather River; correspondence regarding the location of the new courthouse.

Supervisor Ceresola received correspondence regarding the effort to create monument status in the middle fork of the Feather River; correspondence regarding the Fire District consolidation; condition of the roads.

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 Goss regarding matters related to County Government and included participating in the RCRC Board of Directors meeting in Sacramento; the Transportation Commission meeting; Plumas Infrastructure RSF meeting; met with the Greenville Rancheria and the Innovation Hub; met with interested parties regarding the trailers in Greenville; went to Washington D.C. with "After the Fire Group" in Support of Bill HR176 (to provide tax relief on settlements to fire survivors); attended a LAFCo meeting; and had a discussion with GoBiz and Plumas-Sierra Telecom

Reported by Supervisor Engel regarding matters related to County Government and included an upcoming RSF meeting.

Reported by Supervisor Hagwood regarding matters related to County Government and included attending the Quincy Volunteer Fire Department Board meeting

Reported by Supervisor McGowan regarding matters related to County Government and included attempting to attend a few meetings virtually (IPEP; and LAFCo)

Reported by Supervisor Ceresola regarding matters related to County Government and had no scheduled

meetings to report on this week.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
 2. Behavioral Health Director
 3. Building Services Director
 4. Chief Probation Officer
 5. Child Support Services Director
 6. County Administrative Officer
 7. County Counsel
 8. Environmental Health Director
 9. Facility Services Director
 10. Fair Manager
 11. Human Resources Director
 12. Information Technology Director
 13. Library Director
 14. Museum Director
 15. Planning Director
 16. Public Health Director
 17. Public Works Director
 18. Risk & Safety Manager
 19. Social Services Director
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §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
- F. Conference with Legal Counsel: Claim against the County filed by Mercury Insurance Company on February 6, 2023.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Ceresola reported that Item 6.F. Claim against the County was rejected, and that there was no other reportable action taken in the closed session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, February 21, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Chair 1st District
Kevin Goss, 2nd District
Tom McGowan, 3rd District
Greg Hagwood, Vice Chair 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 FEBRUARY 21, 2023

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 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Keevin Allred led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Motion: the Board to add the following item to the closed session: Conference with Legal Counsel: Agreement between the Plumas County Fairground Department and Nieman regarding the use of the County-owned property American Valley Raceway.

Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.

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

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

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.

Curt Neiman, commented in opposition to the request for proposals (RFP) for the operation of the Speedway and Speedway Concession Stands.

Kenny Chance spoke regarding how Fair Board meetings are scheduled, canceled and other Fair Board matters.

Cassie Lavley, PCSO Dispatcher, spoke advocating for the Sheriffs Department; topics pertaining to staffing vacancies and cost of living issues that the Sheriff's department is facing.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Dr. Dana Loomis updated the Board regarding the end to the State of Emergency as it pertains to Covid-19.

Plumas County Planning Director Tracey Ferguson provided a quick update regarding the 2021 Fires - Long-term recovery meetings.

ACTION AGENDA

1. UPDATES AND REPORTS

A. BOARD OF SUPERVISORS

The Plumas County Board of Supervisors would like to present a certificate of appreciation and recognition to honor Oliver Litchfield for his bravery, courage and exemplary service to our citizens during the early morning hours of February 12, 2023.

Supervisor Hagwood presented Oliver Litchfield with a certificate of appreciation and thanked him for his heroism.

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

C. MUNIS HR/PAYROLL MODULE UPDATE

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and California Hearing Officers, LLP. to provide certification review hearings for patients involuntarily detained at any Plumas County Hospital; effective February 1, 2023; not to exceed \$15,000.00; approved as to form by County Counsel.

B. FACILITY SERVICES

- 1) Approve and authorize the Chair to ratify and sign the First Amendment to an Agreement between Facility Services and Dig It Construction, Inc. for additional snow removal services for the County's Chester Facilities; effective November 1, 2022; increasing the contract value from \$15,000 to \$30,000; approved as to Form by County Counsel.

C. PUBLIC WORKS - SOLID WASTE

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Department of Public Works and Vestra Resources, Inc.; for professional compliance support, sampling and monitoring work at Chester and Gopher Hill Landfills; effective January 1, 2023; not to exceed \$80,900.00; approved as to form by County Counsel.

D. PROBATION

- 1) Authorize the Chief Probation Officer to recruit and fill, funded and allocated; 1.0 FTE Probation Assistant position; vacancy due to promotion. This position is fully funded via the Probation General Fund in FY22-23.

E. AUDITOR - CONTROLLER

- 1) Approve and authorize the Auditor/Controller to recruit and fill, funded and allocated; 1.0 FTE Accountant Auditor I/II; vacancy due to resignation.

3. DEPARTMENTAL MATTERS

A. PROBATION - Keevin Allred

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and the Plumas Crisis Intervention and Resource Center to collaborate in the development of the Youth Re-Entry Program via the Youth Programs and Facilities Grant; effective July 1, 2022; not to exceed Forty-Eight Thousand Dollars (\$48,000.00); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and the Plumas Crisis Intervention and Resource Center to collaborate in the development of the Youth Re-Entry Program via the Youth Programs and Facilities Grant; effective July 1, 2022; not to exceed Forty-Eight Thousand Dollars (\$48,000.00).

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 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve supplemental budget request of \$130,685.00 from supplemental revenue acct. 20418/48079, TRN-CCPIF into expenditure account 20418/52191, PROF SVC-COMM PATRNNERS for the Probation Department to administer funds for services provided by Kinne Marriage and Family Therapy, Inc. dba as ReThink Industries, LLC; as recommended by the Community Corrections Partnership Executive Committee; discussion and possible action. **Four/fifths roll call vote**

Motion: Approve supplemental budget request of \$130,685.00 from supplemental revenue acct. 20418/48079, TRN-CCPIF into expenditure account 20418/52191, PROF SVC-COMM PATRNNERS for the Probation Department to administer funds for services provided by Kinne Marriage and Family Therapy, Inc. dba as ReThink Industries, LLC; as recommended by the Community Corrections Partnership Executive Committee. **Four/fifths roll call vote, 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 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide transitional sober living environment services; effective July 1, 2022; not to exceed \$63,214.60; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide transitional sober living environment services; effective July 1, 2022; not to exceed \$63,214.60. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

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

- 4) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide additional mental health services and case management; effective July 1, 2022; not to exceed \$67,471.14; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide additional mental health services and case management; effective July 1, 2022; not to exceed \$67,471.14. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

B. DEPARTMENT OF AGRICULTURE/WEIGHTS AND MEASURES - Willo Vieira

- 1) Approve and authorize the Department of Agriculture/Weights and Measures to advertise for bids for a Vehicle Shed/Garage; discussion and possible action.

Motion: Approve and authorize the Department of Agriculture/Weights and Measures to advertise for bids for a Vehicle Shed/Garage.

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

C. DISTRICT ATTORNEY'S OFFICE

- 1) The District Attorney requests authorization at the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05; discussion, direction to staff and/or possible action.

Motion: Approve District Attorney's request and authorization at the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Monthly update and report for January 2023.

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding American Valley Speedway and the races, and possible locations of a proposed new courthouse, and unfavorable correspondence regarding the new housing development.

Supervisor Goss received correspondence regarding much of the same types of correspondence that Supervisor Hagwood spoke of in regards to the Fairgrounds/ speedway; and additional correspondence with District 2 Fair board member Susan Neer; and correspondence from Daughter and others regarding the North Arm Wolves.

Supervisor McGowan received unfavorable correspondence regarding the proposed affordable housing project on Fairgrounds Road. Additional correspondence regarding the CAO's reports.

Supervisor Engel received correspondence regarding the effort to create monument status in the middle fork of the Feather River; and correspondence regarding the location of the proposed new courthouse.

B. 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 a meeting with the Board of Trustees for the Museum Association, and a meeting with the Lawry House Working Group.

Reported by Supervisor McGowan regarding matters related to County Government and included attending the Chilly, Chili Cook-off in Chester.

Reported by Supervisor Goss regarding matters related to County Government and included attending the Taylorsville Long term Recovery Group meeting, the Greenville Community Meeting on Saturday 02/18/2023, and the Greenville Infrastructure RSF.

Reported by Supervisor Engel regarding matters related to County Government and included attending the Greenville RSF meeting, and he is planning to attend the Kevin Kiley Townhall, tonight 02/21/2023 in Quincy.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
 - 1. Agricultural Commissioner
 - 2. Behavioral Health Director
 - 3. Building Services Director
 - 4. Chief Probation Officer
 - 5. Child Support Services Director

6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

- B. Conference with real property negotiator, regarding facilities: Dame Shirley Plaza, APN 115-053-001
- C. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- D. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Ceresola reported that there was no reportable action taken in the closed session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, March 7, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology
MEETING DATE: March 7, 2023
SUBJECT: Authorize no contract payment of \$6,287.40 to ArchiveSocial for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance.

Recommendation

Authorize no contract payment of \$6,287.40 to ArchiveSocial for creating an archive of all County-owned social media posts, messages and associated metadata for regulatory compliance.

Background and Discussion

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom-written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that is not custom-written. These packages have no specific contract and are considered "shrink-wrapped" or off-the-shelf systems. In order to pay these support fees we ask the Board to approve payment of these claims without a signed service contract

Action:

Attachments:

1. ArchiveSocial - Invoice_26973



P.O. Box 3330
Durham NC 27702
United States

Tax ID: 45-4844733

Invoice: #26973

Invoice Date: 03/02/2023

Terms: Net 30

PO#:

op.invoicing@civicplus.com

[Click here to view our W9](#)

Bill To

Plumas County, CA
520 Main St.
Rm 102
Quincy CA 95971
United States

AMOUNT DUE

\$6,287.40

Due Date: 04/01/2023

Item	Amount (USD)
Standard - 3.5KR - 5% Increase Social Media Archiving Subscription (\$523.95 /month) - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) Renewal 3/2 each year.	\$6,287.40

Subtotal	\$6,287.40
Tax Total	\$0.00
Total (USD)	\$6,287.40
Payments Applied	\$0.00
Amount Due	\$6,287.40



P.O. Box 3330
Durham NC 27702
United States

Tax ID: 45-4844733

Invoice: #26973

Invoice Date: 03/02/2023

Terms: Net 30

PO#:

op.invoicing@civicplus.com

[Click here to view our W9](#)

REMITTANCE

Please make payment to:

ArchiveSocial, Inc.
Bank: PNC Bank, N.A.
Account no.: 8026469276
Routing no.: 031207607
SWIFT/BIC: PNCCUS33
Email: op.invoicing@civicplus.com
Attention / Memo: Plumas County, CA, Invoice #26973



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and DC Solar Electric for the PCPW Office Solar Array Installation; not to exceed \$53,494.00; approved as to form by County Counsel.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the contract with DC Solar Electric, Inc. for a new 30 panel solar array at the Public Works Quincy Building in the amount of \$53,494.

Background and Discussion

The Plumas County Transportation Commission (PCTC) funded a fueling facility upgrade project for CSA#12 (Transit) and Public Works to provide a shared fueling facility with a generator back up system at the Quincy Maintenance Yard. The project is funded by the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). PCTC recently approved the final portion of the project for a small solar installation on the Public Works Administration building.

The Department of Public Works posted a request for bids to supply and install a solar array on the Public Works Department building on January 11, 2023. Three bids were received by bid opening date of February 10, 2023. DC Solar Electric, Inc. was the lowest responsible bidder with a bid of \$53,494. The contractor is anticipated to complete the installation in advance of the end of June 2023. A construction contract has been drafted and approved as to form by County Counsel. The contract and a copy of the Bid Results Sheet are attached for reference.

FISCAL IMPACT:

PCTC will be providing \$37,559 in PTMISEA funds and the Road Department will contribute the remaining portion of the budget. The energy usage for the building should be lowered by approximately 70% with the new solar array.

Action:

Authorize Execution of a Construction Contract with DC Solar Electric, Inc. for a Solar Panel Array at Quincy Public Works Building; discussion and possible action.

Attachments:

1. Contract DC Solar Electric

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept of Public Works** (hereinafter referred to as "County"), and **DC Solar Electric 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 fifty-three thousand four hundred ninety-four dollars (\$53,494).
3. Term. The term of this agreement shall be from the date of execution of this agreement through October 31, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

 COUNTY INITIALS

CONTRACTOR INITIALS 

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

 COUNTY INITIALS

CONTRACTOR INITIALS 


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


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

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

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

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

 COUNTY INITIALS

CONTRACTOR INITIALS 

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. 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

 COUNTY INITIALS

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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 E Main St
Quincy, CA 95971
Attention: Andrew Hammond

Contractor:

DC Solar Electric Inc
333 Canyon Ct
Colfax, CA 95713
Attention: Chasin Scott

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.

 COUNTY INITIALS

CONTRACTOR INITIALS 

- 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.

 COUNTY INITIALS

CONTRACTOR INITIALS 

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

CONTRACTOR:


DC Solar Electric Inc

By: 

Name: Len Stevens

Title: CEO

Date signed: 2/22/23

By: 

Name: Chasin Scott

Title: Secretary

Date signed: 2/22/23

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

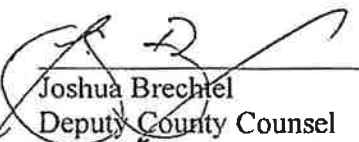
By: _____

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

2/16/2023

 COUNTY INITIALS

COUNTY INITIALS 

EXHIBIT A

Specifications

PCPW Office Solar Array Installation

Plumas County Department of Public Works is currently soliciting formal bids for contractors to provide a solar array installation on the south facing composition shingle roof at 1834 E Main St in Quincy, CA. The contractor will have to secure all required permits and coordinate with PGE to tie the solar array into the existing panel/meter.

A Notice to Proceed will be issued within 10 days of the approval and execution of the contract by the Plumas County Board of Supervisors. Performance of the proposed work shall start no earlier than Board of Supervisors execution of the contract and shall be completed no later than August 20, 2023.

The available work days and hours for this project are Monday through Friday, 8 am to 5 pm. A

staging area is available at the office (install location) for this project.

Bids will not be accepted after February 10, 2023 at 3: 00 pm.

Scope of Work: The work will consist of installing 30 solar panels over an existing composition shingle roof. The panel size may vary but each panel has been planned at a size of roughly 41 inches wide by 75 inches tall. The panels shall be 400wp REC Alpha Pure Black Series or approved equal. If submitting bid on for any panel other than the 400wp Alpha Pure Black Series, please provide specification sheets with your bid.

EXHIBIT B

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

PCPW Solar Array Installation Bid

Bid Item (Furnished and installed, complete and in place.)	Quantity	Unit Price	Total Price
Solar panel (400wp REC Alpha Pure Black Series) or approved equal	30	\$1,783.13	\$53,494.00
<p>Scope of Work: The Contractor agrees to Plumas County Public Works 12kW Solar Array Installation according to plans from DC Solar Electric Inc (30 REC 403 AA-72.7" x 41". 1 SolarEdge 11.4kW). All additional equipment will be supplied by DC Solar Electric Inc. The inverter is equipped with a monitoring device for 24/7 monitoring analysis</p> <p>DC Solar Electric Inc will mount all electrical hardware and install all electrical wiring in conduit. Work will take place at 1834 East Main Street, Quincy, CA United States (Per Section 7159.9 of the California Business and Professional Code)</p> <p>Client to Provide: Cat5 cable from router to inverter location to be provided by clients IT personnel</p>			
		Total:	\$53,494.00

**Provide solar panel specification sheets if proposing to install any panel other than the 400wp Alpha Pure Black Series*

Name & Address of BIDDER: (Please Print)

Chasin Scott- DC Solar Electric Inc CSLB#953430 C-10, B (Please include your Business Card)

333 Canyon Ct

Colfax, Ca 95713

Signature: _____

Title: Vice President

Telephone: 530-786-7070

E-mail: Cscott@dcsolarelectric.com

Date: Feb. 3, 2023



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and Cal-Trans, to provide Free Dump Day Events for local agency's residents as a part of the Clean California Initiative led by Cal-Trans; reimbursement to Public Works not to exceed \$30,000.00; approved as to form by County Counsel.

Recommendation

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the board of Supervisors to execute the attached contract.

Background and Discussion

In past years, Plumas County Public Works has hosted tire amnesty events for the Solid Waste Division. These events allow residents to dispose of unwanted tires free of charge. This year, Public Works Solid Waste staff has coordinated with Cal-Trans Clean California to host tire amnesty events. Under this agreement, Cal-Trans will reimburse the County up to \$30,000 for expenses incurred from hosting tire amnesty events. Both franchise contractors, Waste Management and InterMountain Disposal will be participating in the events held in their franchise operation areas.

The attached contract between Cal-Trans and Plumas County Public Works, approved as to form by County Counsel, allows Cal-Trans to reimburse Public Works up to \$30,000 for expenses incurred from hosting tire amnesty events.

Action:

Approval of contract between Cal-Trans Clean California and Plumas County Public Works – allowing Cal-Trans to reimburse Plumas County Public Works Department for expenses incurred from hosting Tire Amnesty Days.

Attachments:

1. Contract Cal Trans

DUMP DAY EVENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as CALTRANS; and the County of Plumas, hereinafter referred to as "LOCAL AGENCY"; and collectively referred to as "PARTIES."

The Clean California initiative is a multiyear clean-up effort led by CALTRANS to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts. As part of the litter collection component, CALTRANS is proposing free dump day events where the public can dispose of household waste safely and properly for free (Dump Day events).

CALTRANS and LOCAL AGENCY, agree to provide free Dump Day events for LOCAL AGENCY's residents as part of the Clean California initiative.

PARTIES are authorized to enter into an agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

PARTIES MUTALLY AGREE TO DO THE FOLLOWING:

1. PARTIES shall publicize Dump Day events by informing the public that they may dispose of certain household waste items safely and properly for free, at the following locations and dates:

- Chester: 3 Chester Dump Road, Chester, CA 96020
- Plumas-Sierra County Fair Grounds: 204 Fairgrounds Rd, Quincy, CA 95971
- Delleker: 73981 Industrial Way, Delleker, CA 96129

Dates and times in the locations identified above is to be determined and mutually agreed upon in writing (attached as Exhibits A, B, C) by authorized representatives of the PARTIES.

2. CALTRANS agrees to reimburse the LOCAL AGENCY 100% (one hundred percent) of cost for, including but not limited to labor, equipment and/or dumping fees expended for Dump Day events (Dump Day Costs) up to the maximum Contract Sum stated in this Agreement.
3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed **\$30,000.00** to fulfill its obligations under this AGREEMENT.
4. CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.
5. Based on the amount of trash collected during the Dump Day events, LOCAL AGENCY shall send its invoices to CALTRANS within 45 days of the Dump Day event for the latter's share of the Dump Day Costs.

6. LOCAL AGENCY shall send invoices to the Caltrans District Clean CA District (2) Coordinator. The itemized invoice shall contain the following:

- (a) STATE's Clean California Program Code: CLEANCADMP;
- (b) AGREEMENT number;
- (c) Date(s) of services;
- (d) Location of services;
- (e) Number of hours and hourly rates;
- (f) Receipts for trash disposal;
- (g) Receipts for equipment, materials, and supplies; and
- (h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

CALTRANS

Kristin Robinson, Clean CA Coordinator D2

1031 Butte St

Redding, CA 96001

Office Phone: 530-768-3798

Email: Kristin.Robinson@dot.ca.gov

Plumas County Public Works

John Mannle, Director of Public Works

1834 East Main Street

Quincy, CA 95971

Office Phone: (530) 283-6268

Email: JohnMannle@countyofplumas.com


7. Upon review and approval of invoice by the District Clean California Coordinator, CALTRANS shall pay LOCAL AGENCY within forty-five (45) calendar days of receipt of invoices. Payment will be made in accordance with the CA Prompt Payment Act, and within the time specified in Chapter 4.5, sections 927-927.13 of the Government Code.
8. When publicizing the Dump Day events, PARTIES shall inform the public that no hazardous materials will be accepted at the Transfer Stations/Landfills. However, if LOCAL AGENCY accepts hazardous materials, it shall do so at its own risk and responsibility and CALTRANS shall not pay disposal fees for such hazardous material.
9. Participating members of the public will be responsible for legally transporting waste to the Dump Day event.

10. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the services under this AGREEMENT including refuse intake inspection by staff qualified to identify hazardous materials, transportation, loading and unloading, and handling of Dump Day refuse.
11. CALTRANS does not accept nor take any responsibility for generation of any waste streams, including hazardous materials, associated with the Dump Day event(s).
12. All services performed by LOCAL AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and LOCAL AGENCY laws, ordinances, and regulations. In case of a conflict between Federal, State and LOCAL AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then LOCAL AGENCY laws and regulations, respectively.
13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed **\$30,000.00** ("Contract Sum"). Costs incurred by LOCAL AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by LOCAL AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate, and that CALTRANS will only reimburse the actual cost of services rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT.
14. This AGREEMENT may only be amended or modified by mutual written agreement of the PARTIES.
15. This AGREEMENT will end on June 30, 2024. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse LOCAL AGENCY all allowable, authorized, and non-cancellable obligations and costs incurred by LOCAL AGENCY prior to the termination.
16. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under or in connection with any work (including hazardous materials), authority, or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. It is understood and agreed that LOCAL AGENCY, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under this AGREEMENT. PARTIES will continue to work together to plan future events.

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenant to have followed all the necessary legal requirements to validly execute this

AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

Michael Webb Date
Deputy District Director Maintenance
Caltrans District (D2)

 2/24/23

John Mannle Date
Director of Public Works
Plumas County Public Works

By: _____
Name: Dwight Ceresola
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

2/21/2023

EXHIBIT A

DUMP DAY Locations and Schedule

- April 22-23, 2023, between 9AM – 4PM at Intermountain Waste 73981 Industrial Way, Delleker, CA 96129.

Kristin Robinson
Clean CA Coordinator
Caltrans District D2

Date

John Mannle
Director of Public Works

Date

EXHIBIT B

DUMP DAY Locations and Schedule

- April 22-23, 2023, between 9AM – 5PM at the 3 Chester Dump Road, Chester, CA 96020.

Kristin Robinson
Clean CA Coordinator
Caltrans District D2

Date

John Mannle
Director of Public Works

Date

EXHIBIT C

DUMP DAY Locations and Schedule

- April 22-23, 2023, between 9AM – 5PM at the Plumas-Sierra County Fair Grounds, **204 Fairgrounds Rd, Quincy, CA 95971.**

Kristin Robinson
Clean CA Coordinator
Caltrans District D2

Date

John Mannle
Director of Public Works

Date



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Amanda Meisenheimer, Sheriff Services Assistant II
MEETING DATE: March 7, 2023
SUBJECT: Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Curran Tire Center, for provision of automotive service and repair; effective April 1, 2023; not to exceed \$20,000.00; approved as to form County Counsel.

Recommendation

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Curran Tire Center in the amount of \$20,000.

Background and Discussion

The term of this contract is 04/01/23 – 03/31/24. The purpose of this contract is for automotive service and repair.

Agreement has been approved as to form by County Counsel.

Action:

Attachments:

1. Curran Tire Center

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and RSH, INC. a corporation, doing business as Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

County:

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

Contractor:

Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: Carrie Curran

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

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

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

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

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

CONTRACTOR:

RSH, Inc.
dba Horton Tire Center

By: _____
Name: Chris Curran
Title: CEO
Date signed:

By: _____
Name: Carrie Curran
Title: Secretary
Date Signed:

COUNTY:

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

By: _____
Name: Todd Johns
Title: Sheriff-Coroner
Date signed:

By: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisor
Date signed:

Attest:

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

Approved as to form:

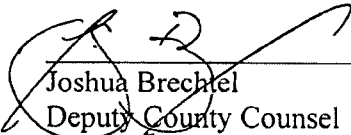
 _____ 1/31/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of \$125.00 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at \$60.00 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: FEBRUARY 10, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MARCH 7, 2023, CONSENT AGENDA

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER
I/II/III POSITION IN THE DEPARTMENT'S CHILD PROTECTIVE
SERVICES PROGRAM

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a recent vacancy in the class of Social Worker I/II/III. This position became vacant February 28, 2023 when the incumbent moved out of state. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore, critical for assuring the safety of abused or neglected children.

A Table of Organization showing the vacancy is also attached.

Financial Impact

This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

Position Classification: Social Worker I/II/III

FTE: 1.00

Budgeted Position: Yes

Position Description:

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget?

Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.

- How long has the position been vacant?

Answer: This position became vacant on February 28, 2023 due to the resignation of the prior incumbent.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

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

Answer: Children may not be protected from abuse leading to potential tragic circumstances.

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

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

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

Answer: No.

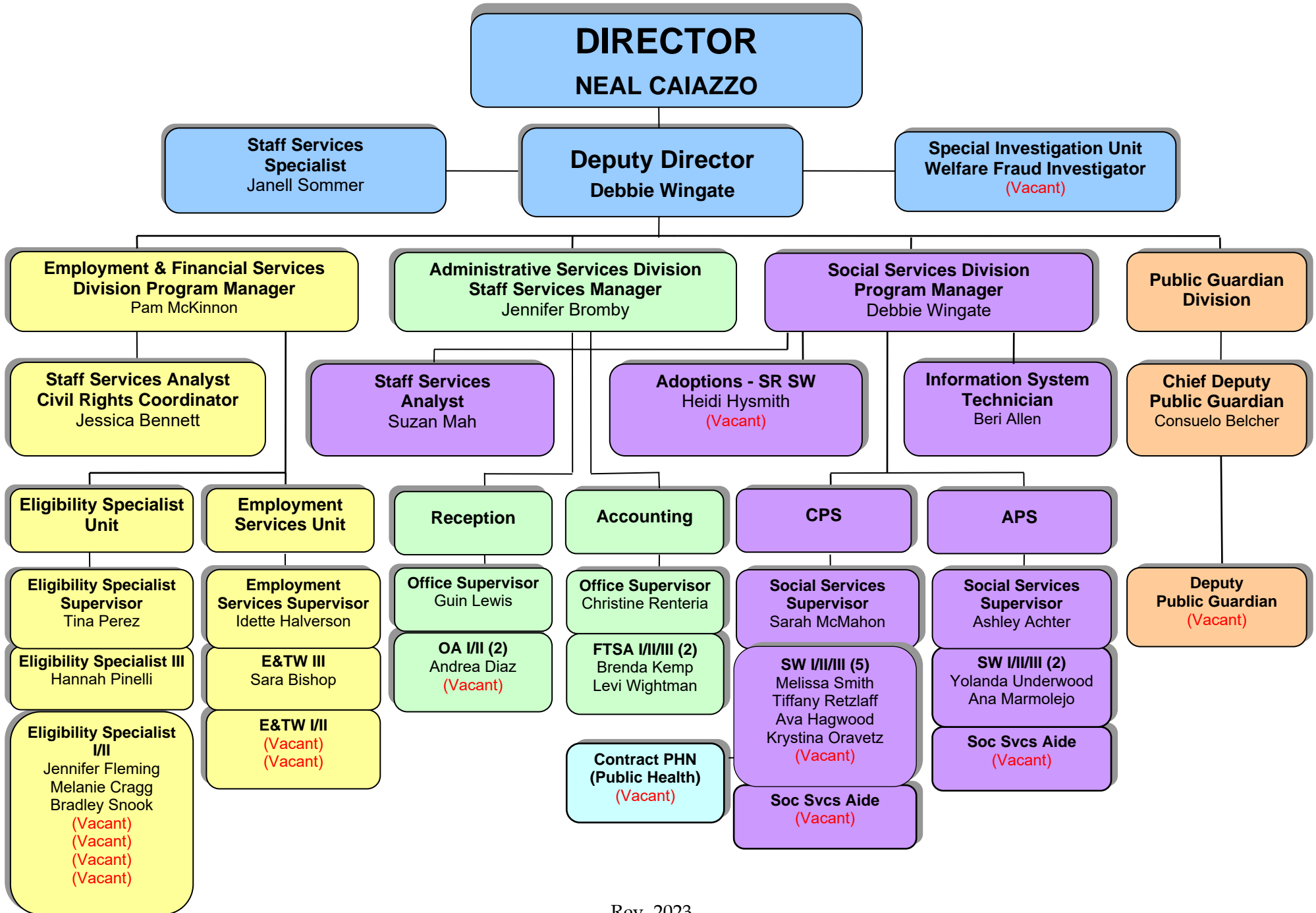
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.

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

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: JD Moore, Director of Facility Services
MEETING DATE: March 7, 2023
SUBJECT: Approve and authorize a supplemental budget increase to account 521900 (Professional Services) in the amount of \$2,304.38, for a total of \$2,304.38; discussion and possible action.
Four/ fifths roll call vote

Recommendation

Approve and authorize a supplemental budget increase to account 521900 (Professional Services) in the amount of \$2,304.38, for a total of \$22,304.38.

Background and Discussion

Due to the roof leak at the Courthouse, and subsequent damage to County Counsel's office on the third floor, it is necessary to perform an Indoor Air Quality (IAQ) assessment before the area is reoccupied.

Normally, Facility Services would be able to find the funds elsewhere in the budget to cover the expenses for the IAQ assessment, but due to a number of unexpected expenditures, this is not an option.

Action:

The Director of Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this supplemental budget increase.

Attachments:

1. Facilities Sup.Fund Transfer Pro.Serv 2304.8

TRANSFER NUMBER
(Auditor's Use Only)

Department: Facility Services & Airports Dept. No: 20120 Date 2/23/2023

Board
Board
Board
Auditor
Auditor

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) Please see attached.

B) Please see attached.

C) Please see attached.

D) Please see attached.

Approved by Department Signing Authority: JO H

☒ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: Maria Ilich

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.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

JD Moore
Director

2/23/2023

RE: Supplemental Budget Increase-Professional Services (521900)

- A) An Indoor Air Quality (IAQ) assessment is needed for County Counsel's office due to a roof leak that partially flooded the area. Before the office/area can be reoccupied, the IAQ assessment must be performed.
- B) Facility Services does not have the funds in their budget to cover this expense, as there has already been a number of unexpected expenditures to date. Therefore the request for additional funds from the General Fund is necessary.
- C) This budget transfer cannot be delayed until next budget year due to limited office space at the Courthouse, and the need to reoccupy the area as soon as possible.
- D) This is an unexpected expenditure and therefore was not budgeted for.

Plumas County



BALANCE SHEET FOR 2023 8

FUND: 0001 GENERAL / SUB-FUND 00000		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
0001010	10100	CASH - BALANCE	-589,357.66
0001010	10103	CASH-COORDINATING COUNCIL	1,005,385.65
0001010	10145	CASH - DESIGNATION	3,228.62
0001010	10146	CASH - DESIGNATION DEBT	343,684.60
0001010	10147	CASH - RESERVE	1,166,197.00
0001010	10179	CASH - LEA GRANT	2,000,000.00
0001010	10706	CASH - SETTLEMENT	-111.90
0001011	11000	IMPREST CASH	111.50
0001011	11009	IMPREST W/FISCAL AGENT	10,365.00
0001011	11010	CASH WITH FISCAL AGENT	1,239.85
0001011	11030	ADVANCES TO OTHER FUNDS	5,018.81
0001011	11031	ADVANCES-LUMP SUM CALPERS	829,868.00
0001011	11105	A/R --DUE FROM OTHR GOV	3,737,551.54
0001014	14301	PRE-PAID EXPENSE	-87,500.00
			15,388.29
TOTAL ASSETS FOR SUB-FUND 00000		-3,053.00	
LIABILITIES			
0001020	20060	USE TAX	-592,410.66
0001020	20200	ACCOUNTS PAYABLE	9,030,426.96
0001020	20203	DEFERRED REVENUE	-212.51
0001020	20209	UNEARNED REVENUE	112,253.04
			-80.43
			87,500.00
			-200.00
TOTAL LIABILITIES FOR SUB-FUND 00000		112,253.04	87,007.06
FUND BALANCE			
0001030	3000	RESTRICTED (UNDSGN-B)	-3,015,220.18
0001030	3002	UNASSIGNED (UNRSTRCTD-B)	-8,053,739.39
0001030	3004	COMMITTED	-2,000,000.00
0001030	3011	NONSPENDABLE/ADVANCES	-719,868.00
0001030	3014	NONSPENDABLE/PREPAID EXP	-26,029.05
0001039	3990	BUDGET FUND BALANCE	2,756,638.43
0001039	3991	EXPEND BUDGET CONTROL	-30,812,101.28
0001039	3992	REVENUE BUDGET CONTROL	28,055,462.85
0001039	3995	EXPENDITURE CONTROL	13,325,047.75
0001039	3996	REVENUE CONTROL	-8,627,625.15
			-1,963,354.83
			-1,483,197.21
TOTAL FUND BALANCE FOR SUB-FUND 00000		480,157.62	-9,117,434.02
TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000		592,410.66	-9,030,426.96



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: JD Moore, Director of Facility Services
MEETING DATE: March 7, 2023
SUBJECT: Approve and authorize a supplemental budget increase to account 540110 (Capital Improvements) in the amount of \$9,950.00 for a total of \$9,950.00; discussion and possible action.
Four/ fifths roll call vote

Recommendation

Approve and authorize a supplemental budget increase to account 540110 (Capital Improvements) in the amount of \$9,950.00 for a total of \$9,950.00.

Background and Discussion

This supplemental budget increase is being requested in order to trim/prune some of the trees around the Courthouse, as well as trimming/removing broken branches from the trees at Dame Shirley Plaza. Below is an explanation of the proposed work.

Courthouse:

1. Two large hazard trims, taking limbs off of the building with clean up (Day and a half).
2. Hazard removal- 5 small/medium trees with clean up (these trees are beginning to rot and are near the end of their life span- 1/2 day to complete).
3. Hazard tree trimming with clean up (2 days).

Dame Shirley:

1. Hazard trimming and removing broken branches with clean up (1 day)

Not only will this help alleviate some of the issues with the roof drains clogging and creating issues within the Courthouse, it will also reduce the risk of injury/property damage during heavy snowfall and/or high winds.

The tree trimming project at the Courthouse has been on the Capital Improvement project list since FY20-21 but has yet to be approved/finalized, resulting in a request for a supplemental budget increase.

Facility Services has an "annual" contract in place with Smith's Tree Service to perform this type of work, and It is important that the work is completed by the end of March as that is typically the end of "pruning" season.

Action:

The Director of Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this supplemental budget increase.

Attachments:

1. Facilities Sup.Fund Transfer Capital Imp. 9950

TRANSFER NUMBER
(Auditor's Use Only)

Date 2/23/2023

Board
Board
Board
Auditor
Auditor

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) Please see attached _____

B) Please see attached _____

C) Please see attached _____

D) Please see attached _____

Approved by Department Signing Authority: _____

JD H

☒ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Monte Walsh

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.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

JD Moore
Director

2/23/2023

RE: Supplemental Budget Increase-Capital Improvements (540110)

- A) The trees around the Courthouse (especially those close to the building) need to be trimmed/pruned in order to alleviate some of the issues with the roof drains backing up due to leaves in the gutters. In addition to this, trimming the trees at the Courthouse and removing broken branches from the trees at Dame Shirley will reduce the risk of injury and/or property damage during heavy snowfall and/or high winds.
- B) Facility Services does not have the funds in their budget to cover this expense, as there has already been a number of unexpected expenditures to date. Therefore the request for additional funds from the General Fund is necessary.
- C) This budget transfer cannot be delayed until next budget year as trimming/pruning season typically ends around the end of March, and waiting until next fall is not recommended.
- D) Tree work at the Courthouse was on the Capital Improvement list for FY22-23 but the CI budget was never finalized/approved. (Tree work at the Courthouse has been on the CI list since FY20-21 but has yet to be approved)

Plumas County



BALANCE SHEET FOR 2023 8

FUND: 0001 GENERAL / SUB-FUND 00000		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
0001010	10100	CASH - BALANCE	-589,357.66
0001010	10103	CASH - COORDINATING COUNCIL	1,005,385.65
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0001010	10146	CASH - DESIGNATION DEBT	343,684.60
0001010	10147	CASH - RESERVE	1,166,197.00
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0001010	10706	CASH - SETTLEMENT	-111.90
0001011	11000	IMPREST CASH	111.50
0001011	11009	IMPREST W/FISCAL AGENT	10,365.00
0001011	11010	CASH WITH FISCAL AGENT	1,239.85
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0001011	11031	ADVANCES-LUMP SUM CALPERS	829,868.00
0001011	11105	A/R --DUE FROM OTHR GOV	3,737,551.54
0001014	14301	PRE-PAID EXPENSE	-87,500.00
			15,388.29
TOTAL ASSETS FOR SUB-FUND 00000			-3,053.00
LIABILITIES			
0001020	20060	USE TAX	-592,410.66
0001020	20200	ACCOUNTS PAYABLE	-9,030,426.96
0001020	20203	DEFERRED REVENUE	-212.51
0001020	20209	UNEARNED REVENUE	-80.43
			87,500.00
			-200.00
TOTAL LIABILITIES FOR SUB-FUND 00000			112,253.04
FUND BALANCE			
0001030	3000	RESTRICTED (UNDSGN-B)	87,007.06
0001030	3002	UNASSIGNED (UNRSTRCTD-B)	.00
0001030	3004	COMMITTED	-3,015,220.18
0001030	3011	NONSPENDABLE/ADVANCES	-8,053,739.39
0001030	3014	NONSPENDABLE/PREPAID EXP	-2,000,000.00
0001039	3990	BUDGET FUND BALANCE	-719,868.00
0001039	3991	EXPEND BUDGET CONTROL	-26,029.05
0001039	3992	REVENUE BUDGET CONTROL	2,756,638.43
0001039	3993	EXPENDITURE CONTROL	-30,812,101.28
0001039	3996	REVENUE CONTROL	28,055,462.85
			13,325,047.75
			-8,627,625.15
TOTAL FUND BALANCE FOR SUB-FUND 00000			480,157.62
TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000			-9,030,426.96



PLUMAS COUNTY FAIR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Steffanic, County Fair Manager

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the transfer of \$32,000.00 from account 524400 (Special Department) into payroll accounts; 51020 (Other Wages) in the amount of \$30,000.00, and 51060 (Overtime Pay) in the amount of \$2,000.00; discussion and possible action. Four/ fifths roll call vote

Recommendation

It is recommended that the Board authorize the transfer of funds (\$32,000) from account 524400 (Special Department) to payroll accounts 51020 (Other Wages) in the amount of \$30,000 and to 51060 (Overtime Pay) in the amount of \$2000

Background and Discussion

Many forget that the Dixie Fire Camp only left the Fairgrounds in November of 2021. That is just 13 months ago. As a result, many of the deferred maintenance and capital improvements that were planned had to be postponed until Spring of this year. An impressive number of projects have been completed, with many more in the works or planned as soon as resources are available.

Quite a few projects were budgeted for FY 2021/2022, but with a lack of resources (contractors, material, etc.) many had to be postponed until the current fiscal year. Since this was happening in real time as the current budget was being prepared, the money for those projects did not make it into the current budget. This request concerns rectifying that.

1. Last year, funds were budgeted in the Fair's Special Department account designated for contract help on several of the planned projects. For various reasons, contractors were unable to come to Quincy and I had to make do with current staff and extra help. For instance, instead of using outside janitorial services for the entire Fair, I pieced together contract workers and extra help employees. In order to tackle scores of deferred maintenance projects and improvements, I used payroll funds instead of contract labor funds. This means the money to be transferred into two payroll accounts will come from another account that we didn't use (accounts noted in Board recommendation) as planned but was for the same purpose.
2. Projects that were budgeted for last fiscal year were postponed to this fiscal year. Since the budgeted funds were not used last year, they **still exist** in the Fair's fund balance.. I am requesting that the amounts in the Fair's fund balance be brought forward for use in this fiscal year's budget.

Action:

It is recommended that the Board authorize the transfer of funds (\$32,000) from account 524400 (Special Department) to payroll accounts 51020 (Other Wages) in the amount of \$30,000 and to 51060 (Overtime Pay) in the amount of \$2000

Attachments:

1. budget scan



Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 www.countyofplumas.com/fair/index.htm

MEMORANDUM

DATE: December 8, 2022

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Budget transfer from 52000 accounts to 51000 accounts and supplemental budget request

It is recommended that the Board:

1. Authorize the transfer of funds (\$32,000) from account 524400 (Special Department) to payroll accounts 51020 (Other Wages) in the amount of \$30,000.00 and to 51060 (Overtime Pay) in the amount of \$2000.00.
2. Authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the amount of \$67,527.00, to \$107,527.00.

Discussion

Many forget that the Dixie Fire Camp only left the Fairgrounds in November of 2021. That is just 13 months ago. As a result, many of the deferred maintenance and capital improvements that were planned had to be postponed until Spring of this year. An impressive number of projects have been completed, with many more in the works or planned as soon as resources are available.

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RECEIVED
DEC 12 2022

Auditor's / Pick

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Fairgrounds Dept. No: 20190 Date 12/8/2022

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
0005	20190	524400 ✓	Special Department	32,000.00
Total (must equal transfer to total)				32,000.00

☒ **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
0005	20190	51020	Other Wages	30,000.00
0005	20190	51060	Overtime	2,000.00
Total (must equal transfer to total)				32,000.00

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.

RECEIVED
 DEC 12 2022

Auditor's / Fisk

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) To compensate for increased wages due to inability to use contract labor

B) We planned on using the money in Special Department to pay for contract labor, but couldn't

C) Other wages is in the red and we will need more other wages budgeted for Spring

D) Since contract labor was not available, we had to use employees to do most of the work.

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.

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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.

TRANSFER NUMBER
(Auditor's Use Only)

Approval Required

- Auditor's / 51.5%

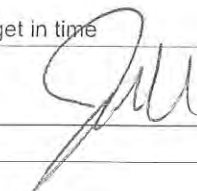
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A) To balance and complete maintenance projects rolled over from previous fiscal year

B) Budgeted money was not spent last fiscal year so it remains in the fund balance

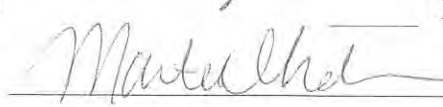
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D) We weren't able to make the changes to the new budget in time

Approved by Department Signing Authority: 

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: 

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PLUMAS COUNTY FAIR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the Amount of \$67,527.00, to a total of \$107,527; discussion and possible action.
Four/ fifths roll call vote

Recommendation

It is recommended that the Board authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the amount of \$67,527 to \$107,527

Background and Discussion

During the budget process, I requested that Account 521300 (Maintenance Buildings & Grounds) be increased from \$40,000 to \$128,907.00. Since that time, I have been able to take care of some projects without outside contracts. Therefore, I am now requesting that the increase be from \$40,000.00 to \$107,527.00. The increase of \$67,527.00 will be taken from the Fair's fund balance consisting of amounts that were not used for these projects last fiscal year.

Action:

Authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the amount of \$67,527 to \$107,527

Attachments:

1. budget scan



Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 www.countyofplumas.com/fair/index.htm

MEMORANDUM

DATE: December 8, 2022

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FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Budget transfer from 52000 accounts to 51000 accounts and supplemental budget request

It is recommended that the Board:

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Discussion

Many forget that the Dixie Fire Camp only left the Fairgrounds in November of 2021. That is just 13 months ago. As a result, many of the deferred maintenance and capital improvements that were planned had to be postponed until Spring of this year. An impressive number of projects have been completed, with many more in the works or planned as soon as resources are available.

Quite a few projects were budgeted for FY 2021/2022, but with a lack of resources (contractors, material, etc.) many had to be postponed until the current fiscal year. Since this was happening in real time as the current budget was being prepared, the money for those projects did not make it into the current budget. This request concerns rectifying that.

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RECEIVED
DEC 12 2022

Auditor's / Rick

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.

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D) Since contract labor was not available, we had to use employees to do most of the work.

Approved by Department Signing Authority: _____

1 Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

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Initials _____

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TRANSFER NUMBER
(Auditor's Use Only)

Approval Required

- Auditor's / 51.5%

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) To balance and complete maintenance projects rolled over from previous fiscal year _____

B) Budgeted money was not spent last fiscal year so it remains in the fund balance _____

C) Account is currently in the red and more projects are planned _____

D) We weren't able to make the changes to the new budget in time _____

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

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Transfers that are going to be submitted to the Board for approval:

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PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: DeLena Jones

MEETING DATE: March 7, 2023

SUBJECT: Adopt a revised RESOLUTION to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position to 0.825 FTE and decrease the Administrative Assistant Series position to 2.75 FTE in Budget Unit 70560; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a corrected Resolution to Amend the FY 2022-2023 County Personnel Allocation to increase the Office Supervisor position allocation in Budget Unit 70560 to .825 FTE and reduce the Admin Assistant series position allocation to 2.75 FTE.

Background and Discussion

As the Board is aware, Plumas County Public Health Agency is required to provide a variety of services, many State mandated. Due to staffing changes, the Agency would like to increase the allocation by .075 to the Office Supervisor position, while decreasing the FTE allocation of the Admin Assistant series position by .25. The original Resolution, No. 23-8764, approved on 2/7/2023, did not include the correct number of FTE.

Action:

Approve a corrected Resolution to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position allocation in Budget Unit 70560 by .075 FTE from .75 to be .825 FTE. Decrease Administrative Assistant II position from 3 FTE by .25 to be 2.75 FTE.

Attachments:

1. Resolution to Amend FY 2022-2023 PC Position Allocation
2. Critical Staffing Request Office Supervisor 9_7_22
3. 1-Admin & Fiscal Services 1 23

RESOLUTION NO. 2022-_____

**RESOLUTION TO AMEND FISCAL YEAR 2022-23 PLUMAS COUNTY POSITION
ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

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

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2022-2023 Position Allocation removing a 0.25 FTE from the Administrative Assistant series and adding a 0.075 FTE to the Office Supervisor; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2022-2023 to reflect the following:

Budget Unit 70560	Current FTE	Change	New FTE
Admin Assistant Series	3.0	-0.25	2.75
Office Supervisor	0.75	+0.075	0.825

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 7th day of March, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Office Supervisor – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department. The Office Supervisor provides support for these positions.
- Why is it critical that this position be filled at this time?
Office Supervisors provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
Effective 1/31/2022.
- 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. 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?

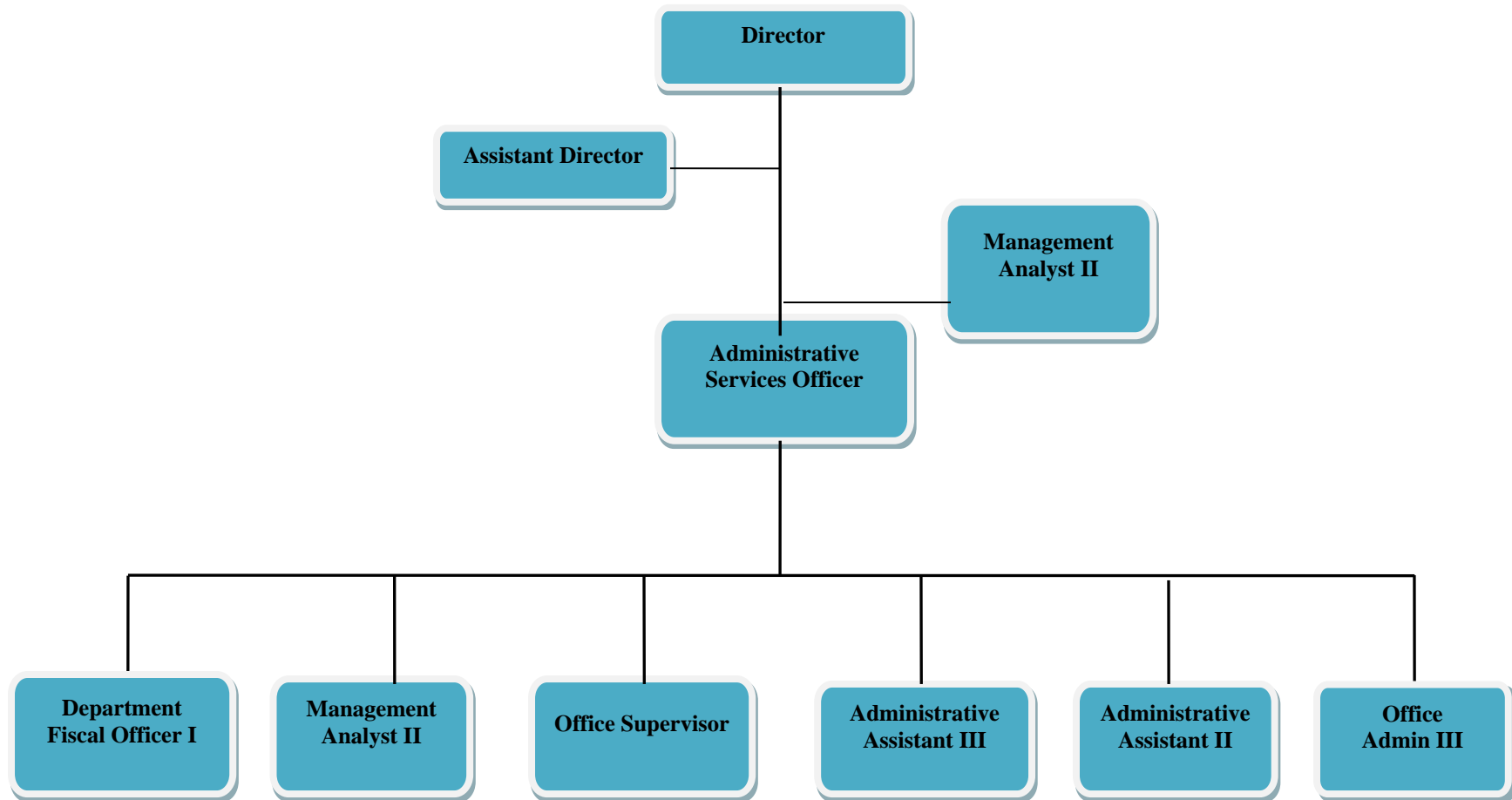
FY19/20 = \$1410,133

FY20/21 = \$1421,255

FY21/22 = \$1422,317

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION**

1





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: DeLena Jones

MEETING DATE: March 7, 2023

SUBJECT: Adopt RESOLUTION authorizing the Director of Public Health to accept Area 3 Agency on Aging Grant funds in the amount of \$358,151.00, and execute AAA grant agreements for fiscal year 2022-2023; discussion and possible action. Roll call vote

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a Resolution authorizing the Director of Public Health to: (1) accept Area Agency on Aging grant funds in the amount of \$358,151.00; and (2) execute Area 3 Agency on Aging grant agreements for fiscal year 2022-2023.

Background and Discussion

As the Board is aware; the Plumas County Public Health Agency has regularly received funding from The Chico Research Foundation on behalf of its program, Area 3 Agency on Aging, for the purpose of providing nutritious meals and transportation services to seniors.

Plumas County's Senior Transportation Program consists of providing transportation for seniors who require help in going from one location to another, with primary focus on transportation to and from nutrition sites, for medical appointments and shopping.

Plumas County's Senior Nutrition Program consists of congregate meals at four nutrition sites throughout Plumas County and nutrition education programs that promote increased awareness and understandings of the role of nutrition in overall health.

The term of the current Subcontract is from July 1, 2022 through June 30, 2023 and is in the amount of \$358,151.00.

Action:

Approve a Resolution authorizing the Director of Public Health to: (1) accept Area Agency on Aging grant funds in the amount of \$358,151.00; and (2) execute Area 3 Agency on Aging grant agreements for fiscal year 2022-2023.

Attachments:

1. Resolution Authorizing Director PH to accept Grant and execute Agreements
2. 23-110 FINAL
3. CDA 1024
4. CDA 9026
5. 2023 Contractor Certification Clause

RESOLUTION NO. 2022- _____

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH TO: (1) ACCEPT AREA 3 AGENCY ON AGING GRANT FUNDS, AND (2) EXECUTE AREA 3 AGENCY ON AGING GRANT AGREEMENTS FOR FISCAL YEAR 2022-2023.

WHEREAS, the County of Plumas and the Area 3 Agency on Aging (AAA) are parties to federal Older Americans Act Title III; and

WHEREAS, Chico State Enterprises, pursuant to the Federal Passthrough Award, AP-2223-03 S005 (Prime), will provide a grant of up to \$358,151.00 from a variety of state and federal funding sources; and,

WHEREAS, Chico State Enterprises requires the Board of Supervisors to adopt a resolution authorizing a signer in order to receive the grant monies and execute the grant agreements;

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

1. Authorize the Director of Public Health to sign this agreement for federal and state AAA grants.
2. Authorize the Director of Public Health to accept the allocation of any and all federal and state AAA grant funds for nutrition and caretaking services.
3. Authorize the Director of Public Health to execute any and all AAA Grant Agreements and other documentation necessary to apply for and accept federal and state AAA funds for nutrition and caretaking services, subject to approval as to form by the Plumas County Counsel.
4. Authorize the Director of Public Health to execute any and all documents necessary to effectuate such transfers of entitlements, subject to approval as to form by the Plumas County Counsel.

BE IT FURTHER RESOLVED, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to expenditure of AIP grant funds

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 7th day of March, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:


ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

SUBCONTRACT

SUBCONTRACT NUMBER AP 2223-03 S005	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2022, in the State of California, by and between **Chico State Enterprises**, hereafter called **Contractor**, and **County of Plumas**, hereafter called **Subcontractor**.

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2223-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence **7/1/2022** and will end **6/30/2023**. The maximum amount of this Subcontract is **\$358,151** from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	\$ 68,442	\$ 14,997
State General Fund	\$ 10,696	\$ 35,689
State GF Augmentation	\$ 26,093	\$ 149,021
NSIP	\$ 8,851	\$ 14,362
Total Groups	\$114,082	\$ 214,069

Funding Group IIIB	Transportation
Federal	\$ 30,000
Total Groups	\$ 30,000

Grand Total **\$358,151**

Subcontractor agrees to provide **Nutrition and Transportation** services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

- Exhibit A1 - Scope of Work
- Exhibit A2 - Scope of Services – **Nutrition**
- Exhibit A3 - Scope of Services – **Transportation**
- Exhibit B1 - Budget to be provided by Subcontractor (IIIC1, IIIC2, IIIB)
- Exhibit B2 - Budget Detail, Payment Provisions, and Closeout
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions
- Exhibit E - Additional Provisions

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	County of Plumas
BY: (AUTHORIZED SIGNATURE)	BY: (AUTHORIZED SIGNATURE) 
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON Dana Loomis, Director of Public Health
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95929-0246 mbently@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road STE 206 Quincy CA 95947

Exhibit A1
Scope of Work
County of Plumas

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]
2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (1) Any older individual.
 - (2) The spouse of any older individual.
 - (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (4) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (5) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
 - b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (1) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - (2) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (3) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
3. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
4. **Individual with a disability** the term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

5. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
6. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
7. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
8. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
9. **One-Time-Only Funds** means:
 - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
10. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
11. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under an AAA subcontract agreement.
12. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
13. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

14. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria [22 CCR 7638.7(a)]:
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
15. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]
16. Nutrition Education means an intervention Targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subcontractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, CSE
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CSE and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
6. If applicable, secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
8. Facilitate CSE's subcontracting process.
9. Facilitate CSE's process of review, approval, and monitoring of subcontractor's budgets and expenditures and any subsequent amendments and revisions to budgets. Subcontractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement.
10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved.
11. CSE must follow up and ensure that Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.
12. If this Subcontract Agreement is for the provision of nutrition services, facilitate CSE's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
13. If this Subcontract Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subcontractor's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
14. Request, as needed, from CSE, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data.
15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
16. Provide program information and assistance to the public.
17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subcontract agreement.
18. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:
 - a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388
 - b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926

- c. Senior Center, 1335 Myers Street, Oroville, CA 95965
 - d. Paradise Ridge Senior Center, 877 Nunneley Road, Paradise, CA 95969
 - e. Colusa Multipurpose Senior Center, 10th and Parkhill, Colusa, CA 95932
 - f. Orland Senior Center, 19 Walker Street, Orland, CA 95963
 - g. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988
 - h. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020
 - i. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122
 - j. Greenville Town Hall, 120 Bidwell St, Greenville, CA 95947
 - k. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971
 - l. Mohawk Resource Center, Highway 89, Graeagle, CA
 - m. Corning Senior Center, 1015 Fourth St, Corning, CA 96021
 - n. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055
 - o. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080
19. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
 20. Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
 21. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
 22. Report a meal only once either as a Title III meal or a Title VI meal.
 23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
 24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include Same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act.
 25. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.

EXHIBIT A2 - SCOPE OF SERVICE

County of Plumas Nutrition

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2023:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. Subgrantee will provide a mixture of 44,000 congregate meals at nutrition sites in Plumas County as well home-delivered meals in Plumas County from July 1, 2022 through June 30, 2023.
2. Nutrition Education (per person attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
 - a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
 - b) Subgrantee will provide a minimum of one in each quarter of the grant year.
 - c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
 - d) Not more than \$3,750 shall be budgeted for this activity.
3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of foodborne illnesses. Documentation of all In-Service trainings will be submitted to the Area 3 Agency on Aging.
4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.
6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring's shall be submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitoring's shall be submitted to the Area 3 Agency on Aging.
8. Satisfaction Survey: Subgrantee will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Year's Day
Martin L. King Day	Lincoln's Birthday	Presidents' Day
Memorial Day		

10. Subgrantee will serve the geographic area of Plumas County. Nutrition service will be available, at a minimum, in Chester, Greenville, Portola, Quincy, and Graeagle.

B. TARGET POPULATION OBJECTIVES

1. Subgrantee will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. Additionally, priority will be given to those older adults who are at risk for institutionalization. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served.

Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated To Be	Persons Served
Total New Seniors	15	18
New Low Income	2	2
New Minority	2	2
New Geographically Isolated	15	18

C. REPORTING

1. Subgrantee shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.
2. Budget must make provision for payment of data base usage to RTZ.
3. Performance by Subgrantee shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.
4. For performance objectives falling below 85% of the contracted level of units of service, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

5. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
6. Failure of Subgrantee to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subgrantee may request an advance of up to 1/12th of the total available funding, but such an advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.
2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meals served at the rate of \$7.46 per eligible meal, upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.
3. The total compensation for both congregate and home delivered meals to Subgrantee shall not exceed the maximum available funding of \$328,151.

E. MATCHING CONTRIBUTION

Subgrantee shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subgrantee's matching contribution.

F. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

EXHIBIT A3 - SCOPE OF SERVICE

County of Plumas Transportation

Subgrantee agrees to provide the following transportation services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart B regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2023:

1. Transportation (1 one-way ride): Provision of a means of transportation for a person who requires help in going from one location (home, senior center, facility, etc.) to another.
 - a) Subgrantee will provide 2,000 one-way trips in transporting seniors in Plumas County, with a primary focus on transportation to and from the nutrition sites from July 1, 2022 through June 30, 2023
2. Assisted Transportation (1 one-way ride): Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.
 - a) Subgrantee will provide 1,450 one-way trips in Plumas County, providing assisted transportation for essential services such as medical appointments and shopping from July 1, 2022 through June 30, 2023.
3. Satisfaction Survey: Subgrantee will provide seniors with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
4. Subgrantee will provide services five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Year's Day
Martin L. King Day	Lincoln's Birthday	President's Day
Memorial Day		

B. TARGET POPULATION OBJECTIVES

1. Subgrantee will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. Additionally, priority will be given to older adults at risk of institutionalization. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served.

Target Population in Greatest Social and Economic Need	Unduplicated Persons To Be Served
Total New Seniors	10
New Low Income	6
New Minority	2
New Geographically Isolated	10

C. REPORTING

1. Subgrantee shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.
2. Performance by Subgrantee shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain at or above 85% of the projected year-to-date plan at the end of each consecutive month.
3. For any performance objective falling below 85% of the contracted level of units of service, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
4. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
5. Failure of Subgrantee to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Annual compensation to Subgrantee shall not exceed the maximum available funding of \$30,000.00.

E. MATCHING CONTRIBUTION

Subgrantee shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subgrantee's matching contribution.

F. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

Exhibit B1
Sub-Contractor Budget Detail
Nutrition Services IIIC1

IIIC1: CONGREGATE NUTRITION SERVICES BUDGET																																																																									
Agency: County of Plumas																																																																									
Budget Period: July - June (12 months)		(x) Original Budget () Revision No. ____				Date: 8/22/2022																																																																			
Fiscal Year: 22/23																																																																									
Activities																																																																									
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other																																																																	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind																																																																
(1) Personnel	\$85,582	\$85,582																																																																							
(2) Travel/Training	\$0																																																																								
(3) Equipment*	\$0																																																																								
(4) Consultants	\$1,500					\$1,500																																																																			
(5) Catered Food	\$0																																																																								
(6) Raw Food	\$81,000	\$81,000																																																																							
(7) Other Costs	\$11,000	\$11,000																																																																							
(8) Total Direct Costs	\$179,082	\$177,582	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0																																																																
(9) Indirect Costs	\$0																																																																								
(10) Total Cash/In-Kind	\$179,082	\$177,582	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0																																																																
(11) TOTAL ALL COSTS	\$179,082	\$177,582		\$0		\$1,500		\$0																																																																	
	(J) Budgeted																																																																								
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind																																																																						
(12) USDA NSIP	\$8,851	\$8,851																																																																							
(13) Non-Matching	\$0	\$0	\$0																																																																						
(14) Matching	\$20,000	\$20,000	\$0																																																																						
(15) Grant Related Income	\$45,000	\$45,000																																																																							
(16) State GF IIIC1 Funds**	\$36,789	\$36,789																																																																							
(17) Federal IIIC1 Grant Funds***	\$68,442	\$68,442																																																																							
(18) TOTAL FUNDING	\$179,082	\$179,082	\$0																																																																						
Match (10.53% Minimum):		11.17%																																																																							
		Funding	\$	%																																																																					
		Per Meal																																																																							
		(32) N.S.I.P.	\$0.35	4.94%																																																																					
		(33) Non-Matching	\$0.00	0.00%																																																																					
		(34) Matching	\$0.79	11.17%																																																																					
		(35) Grant Related	\$1.79	25.13%																																																																					
		(36) Title III Grant	\$4.18	58.76%																																																																					
		(37) TOTAL	\$7.11	100%																																																																					
Contracted # of Meals:																																																																									
25201																																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Cost/Meal by Activities</td> <td></td> <td></td> </tr> <tr> <td>(18) Meals</td> <td>\$7.05</td> <td>99.16%</td> <td></td> </tr> <tr> <td>(19) Program Mgmt.</td> <td>\$0.00</td> <td>0.00%</td> <td></td> </tr> <tr> <td>(20) Nutrition Educ</td> <td>\$0.06</td> <td>0.84%</td> <td></td> </tr> <tr> <td>(21) Other</td> <td>\$0.00</td> <td>0.00%</td> <td></td> </tr> <tr> <td>(22) TOTAL</td> <td>\$7.11</td> <td>100%</td> <td></td> </tr> <tr> <td colspan="2">Cost/Meal by Cost Category</td> <td></td> <td></td> </tr> <tr> <td>(23) Personnel</td> <td>\$3.40</td> <td>47.79%</td> <td></td> </tr> <tr> <td>(24) Travel/Training</td> <td>\$0.00</td> <td>0.00%</td> <td></td> </tr> <tr> <td>(25) Equipment</td> <td>\$0.00</td> <td>0.00%</td> <td></td> </tr> <tr> <td>(26) Consultants</td> <td>\$0.06</td> <td>0.84%</td> <td></td> </tr> <tr> <td>(27) Catered Food</td> <td>\$0.00</td> <td>0.00%</td> <td></td> </tr> <tr> <td>(28) Raw Food</td> <td>\$3.21</td> <td>45.23%</td> <td></td> </tr> <tr> <td>(29) Other Costs</td> <td>\$0.44</td> <td>6.14%</td> <td></td> </tr> <tr> <td>(30) Indirect Costs</td> <td>\$0.00</td> <td>0.00%</td> <td></td> </tr> <tr> <td>(31) TOTAL</td> <td>\$7.11</td> <td>100%</td> <td></td> </tr> </table>										Cost/Meal by Activities				(18) Meals	\$7.05	99.16%		(19) Program Mgmt.	\$0.00	0.00%		(20) Nutrition Educ	\$0.06	0.84%		(21) Other	\$0.00	0.00%		(22) TOTAL	\$7.11	100%		Cost/Meal by Cost Category				(23) Personnel	\$3.40	47.79%		(24) Travel/Training	\$0.00	0.00%		(25) Equipment	\$0.00	0.00%		(26) Consultants	\$0.06	0.84%		(27) Catered Food	\$0.00	0.00%		(28) Raw Food	\$3.21	45.23%		(29) Other Costs	\$0.44	6.14%		(30) Indirect Costs	\$0.00	0.00%		(31) TOTAL	\$7.11	100%	
Cost/Meal by Activities																																																																									
(18) Meals	\$7.05	99.16%																																																																							
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(21) Other	\$0.00	0.00%																																																																							
(22) TOTAL	\$7.11	100%																																																																							
Cost/Meal by Cost Category																																																																									
(23) Personnel	\$3.40	47.79%																																																																							
(24) Travel/Training	\$0.00	0.00%																																																																							
(25) Equipment	\$0.00	0.00%																																																																							
(26) Consultants	\$0.06	0.84%																																																																							
(27) Catered Food	\$0.00	0.00%																																																																							
(28) Raw Food	\$3.21	45.23%																																																																							
(29) Other Costs	\$0.44	6.14%																																																																							
(30) Indirect Costs	\$0.00	0.00%																																																																							
(31) TOTAL	\$7.11	100%																																																																							
<p>* (I) IT EQUIPMENT OR EQUIPMENT VALUED OVER \$4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P</p> <p>** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field</p> <p>*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field</p>																																																																									

Nutrition Services IIC2

*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

Exhibit B1
Sub-Contractor Budget Detail (continued)
Transportation Services III B

TITLE III B TRANSPORTATION SERVICES BUDGET				
Agency: County of Plumas				
Budget Period: July - June (12 months)				
Fiscal Year: 22/23		(x) Original Budget () Revision No. _____		
		Date: 8/22/2022		
COST CATEGORY		(a) Budgeted Costs	(b) Regular	(c) Assisted
(1) Personnel	Cash	\$32,000	\$21,120	\$10,880
	In-Kind	\$0	\$0	\$0
(2) Travel/Training	Cash	\$0	\$0	\$0
	In-Kind	\$0	\$0	\$0
(3) Equipment*	Cash	\$0	\$0	\$0
	In-Kind	\$0	\$0	\$0
(4) Vehicle Operating Costs	Cash	\$3,550	\$2,343	\$1,207
	In-Kind	\$0	\$0	\$0
(5) Other Costs	Cash	\$850	\$564	\$286
	In-Kind	\$14,400	\$9,504	\$4,896
(6) Total Direct Costs	Cash	\$36,400	\$24,027	\$12,373
	In-Kind	\$14,400	\$9,504	\$4,896
(7) Indirect Costs @ 10% MAX	Cash	\$0	\$0	\$0
	In-Kind	\$0	\$0	\$0
(8) TOTAL ALL COSTS	Cash	\$36,400	\$24,027	\$12,373
	In-Kind	\$14,400	\$9,504	\$4,896
FUNDING CATEGORY		(d) Budgeted Funds	(e) Regular	(f) Assisted
(9) Non-Matching	Cash	\$0	\$0	\$0
	In-Kind	\$0	\$0	\$0
(10) Matching	Cash	\$0	\$0	\$0
	In-Kind	\$14,400	\$9,504	\$4,896
(11) Grant Related Income	Cash	\$6,400	\$4,224	\$2,176
	In-Kind	\$0	\$0	\$0
(12) Title III Grant Funds	Cash	\$30,000	\$20,000	\$10,000
	In-Kind	\$0	\$0	\$0
(13) TOTAL FUNDING	Cash	\$36,400	\$24,224	\$12,176
	In-Kind	\$14,400	\$9,504	\$4,896
UNIT COST		(g) OVERALL	(h) Regular	(i) Assisted
(14) Total Cost		\$50,800	\$33,531	\$17,269
(15) Total Units of Service		3,450	2,000	1,450
(16) Cost/Unit of Service		14.72463768	\$16.77	\$11.91
MATCH CHECK		(j) OVERALL	(k) Regular	(l) Assisted
(17) Total Match		\$14,400	\$9,504	\$4,896
10.53% Minimum		28%	28%	28%
* (I) EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P				

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

- a. Mileage/Per Diem (meals and incidentals)/Lodging:
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
- b. Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Subcontractor from paying any differences in costs, from funds other than those provided by CSE, between the CalHR rates and any rates Subcontractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CSE. [SCM 2.17.2.A(4)]

Subcontractor agrees to include these requirements in all sub-subcontracts it enters into with sub-subcontractors to provide services pursuant to this Subcontract Agreement.

3. CSE reserves the right to refuse payment to Subcontractor or disallow costs for any expenditure, as determined by CSE to be: out of compliance with this Subcontract Agreement, unrelated or inappropriate to subcontract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. Subcontractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subcontractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

Subcontractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.

- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Subcontract Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Subcontract Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subcontract Agreement were executed after that determination was made.
2. This Subcontract Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subcontract Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subcontract Agreement in any manner.

3. Limitation of Liability of CSE and/or State

Payment for performance by the Subcontractor shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subcontract, approval by CSE of Subcontractor's budget, and approval by the State of CSE's itemized Area Plan Budget incorporating Subcontractor's budget.

No legal liability on the part of the State nor the CSE may arise under this Subcontract until funds are made available, Subcontractor's budget has been received and approved by CSE, the State has approved CSE's itemized Area Plan Budget incorporating Subcontractor's budget, and Subcontractor has received an executed Subcontract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, CSE shall have the option to either:
 - (1) Terminate Subcontractor pursuant to Exhibit D., Article XII., A.
 - (2) Offer a subcontract amendment to Subcontractor to reflect the reduced funding for this Subcontract.
- b. In the event that CSE elects to offer an amendment, it shall be mutually understood by both parties that:
 - (1) CSE reserves the right to determine which subcontracts, if any, under this program shall be reduced.

- (2) Some subcontracts may be reduced by a greater amount than others, and
- (3) CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CSE. Interest amounts up to \$500 per year may be retained by the Subcontractor for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. Subcontractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Subcontractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. Subcontractor shall be compensated for expenses only as itemized in Subcontractor's budget then most recently approved by CSE and shall not be entitled to payment for those expenses until review and approval by CSE of Subcontractor's budget and until review and approval by the State of CSE's Area Plan Budget incorporating Subcontractor's budget. Subcontractor's Budget as approved by CSE is hereby incorporated by reference into this Subcontract Agreement as a part of Exhibit B.
- B. At any time during the Subcontract period, CSE may request that Subcontractor revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.
- C. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subcontractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.

7. Equipment - detailed descriptions and unit costs.
8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Other Costs - a detailed list of other operating expenses.

D. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Sub Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].
2. Subcontractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title IIIB, IIIC, Program Income must be spent before Subcontract funds (except as noted in 4) and may reduce the total amount of Subcontract funds payable to the Subcontractor.
4. For Title IIIB and IIIC programs, if Program Income is earned by Subcontractor in excess of the amount reported in Subcontractor's last CSE-approved budget, and if aggregate Program Income earned by all providers and CSE exceeds the amount reported in CSE's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subcontractor may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Subcontract Agreement.

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

One-Time-Only funds are grant funds which are additional to Subcontractor's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subcontract Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subcontractor for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:

- a. The purchase of equipment that enhances the delivery of services to the eligible service population.
- b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
- c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
- d. OTO funds can be used to maintain or increase baseline services. However, Subcontractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subcontract period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Subcontractor, a sub-subcontractor, or other local resources that qualify as match for the Subcontract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. Subcontractor may make written request to CSE for approval of a revision to Subcontractor's budget, but CSE may withhold such approval if such revision might cause CSE not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.
- B. The final date to submit a request for a budget revision initiated by Subcontractor is December 15th of the Subcontract Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by CSE.

C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.
2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.
3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.
4. Matching contributions generated in excess of the minimum required are considered overmatch.

E. Equipment

Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CSE. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Contractor's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

The Subcontractor shall prepare and submit to CSE a monthly expenditure report and request for payment, in a format determined by CSE, no later than the 20th calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.

- B. CSE shall review requests for payment to ensure compliance with the approved Subcontract budget and will analyze current cash needs.
- C. CSE shall pay Subcontractor a total not to exceed the maximum amount specified herein. Payments to Subcontractor will be made after Enterprises receives funds from the Prime agency.
- D. CSE may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subcontractor, until such time as CSE determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the **lesser** of (1) the Subcontractor's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed;

or (2) the maximum subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum subcontract baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by CSE.

ARTICLE VI. CLOSEOUT

- A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 26, 2023.

If a Subcontract is terminated prior to the end of the subcontract period, all reports are due within 20 calendar days following the date of termination.

- B. At CSE's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subcontractor fails to report sufficient match in the Financial Closeout Report.
- C. If the final expenditures reported to CSE exceed the amount paid to Subcontractor, CSE will reimburse the difference to Subcontractor up to the maximum amount. If the expenditures reported by Subcontractor are less than the payment amount, CSE will invoice Subcontractor for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

Exhibit C

General Terms and Conditions

1. Approval

This Subcontract Agreement is of no force or effect until CSE's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subcontractor may not commence performance until such approval has been obtained.

2. Amendment

No amendment or variation of the terms of this Subcontract agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the Subcontract Agreement is binding on any of the Parties.

3. Conflict of Interest

A. Conflict of Interest

- 1) CSE intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers and directors of the Subcontractors. Thus, CSE reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to CSE review and prior approval.
- 2) Conflicts of interest include, but are not limited to:
 - a) An instance where Subcontractor, or any employee, officer, or director of Subcontractor receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.
 - b) An instance where, in connection with the performance of services hereunder, the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Evaluation

- a) If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict.

- b) If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an extension of the timeline indicated herein.

4. Audit

Subcontractor agrees that CSE, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subcontractor agrees to refund to CSE any amounts claimed for reimbursement and paid to Subcontractor which are later disallowed by CSE after audit or inspection of records.

5. Use of Name and Publicity

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

6. Notices

All notices permitted or required under this Subcontract Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Subcontract Agreement.

7. Subject Headings

Headings within this Subcontract Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

8. Force Majeure

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

9. Nondiscrimination

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes.

The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following language be included in this UTC. With

respect to this section, "contract" means this Subcontract Agreement; "Contractor" means Subcontractor; and "subcontract" means sub-subcontract.

During the performance of this contract, Contractor and its Subcontractors shall not unlawfully discriminate 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, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.).

The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

10. Governing Law

This Subcontract Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

11. Severability

The invalidity or unenforceability of any provisions of this Subcontract Agreement shall not affect the validity or enforceability of any other provision of this Subcontract Agreement, which shall remain in full force and effect.

12. Entire Agreement

This Subcontract Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

13. Order of Precedence for Exhibits.

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. Exhibit D - Special Terms and Conditions
2. Exhibit E - Additional Provisions
3. Exhibit C - General Terms and Conditions

Exhibit D

Special Terms and Conditions

Agency (Required for federal funding source)	Prime Agreement Number/Date (if available)	If Federal, CFDA Number	Is prime award R&D? (yes/no)
U.S. Department of Health and Human Services, Administration for Community Living	AP-2223-03	93.044 93.045 93.053	No

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term "Subcontract Agreement" or "Subcontract" shall mean this numbered Subcontract Agreement, Exhibits A, AA, BB, C, D, and E, and Exhibit B which is Subcontractor's Budget as approved by CSE, amendments hereto, the Request for Proposal and Subcontractor's Proposal, if any, the terms and conditions of Agreement No. AP-1920-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.
2. "Subcontractor" means the governmental, nonprofit, or other legal entity awarded funds under this Subcontract Agreement and is accountable to CSE and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subcontract Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "Cal. Gov. Code" means California Government Code.
6. "OMB" means the federal Office of Management and Budget.
7. "Cal. Pub. Con. Code" means the California Public Contract Code.
8. "Cal. Civ. Code" means California Civil Code
9. "Reimbursable item" also means "allowable cost" and "compensable item."
10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
14. "USC" means United States Code.
15. "HHS" means United States Department of Health and Human Services
16. "OAA" means Older Americans Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. This Subcontract Agreement, and all exhibits and amendments thereto.
2. The HHS Grant Terms and Conditions.
3. The Older Americans Act and other applicable federal statutes and their implementing regulations.
4. If applicable, the Older Californians Act and other California State codes and regulations.
5. Agreement No. AP-1920-03 between CSE and the California Department of Aging, all Exhibits and any amendments thereto.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants_policies-regulations/index.html
7. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Subcontractor agrees to administer this Subcontract Agreement in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and

hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Subcontractor shall require language in all subcontracts to require all sub-Subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Subcontractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subcontractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Subcontractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d; 45 CFR 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Subcontractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code§ 11135 et seq., and 2 CCR§ 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR§ 98323]

3. California Civil Rights Laws

Subcontractor shall, ensure compliance with the requirements of California Public Contract Code§ 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subcontract Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Subcontractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code§ 51) and the Fair Employment and Housing Act (Cal. Gov. Code§ 12960) and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

4. The Subcontractor assures CSE 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 USC 12101 et seq.)
5. The Subcontractor agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subcontract Agreement.

D. Standards of Work

Subcontractor agrees that the performance of work and services pursuant to the requirements of this Subcontract Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the CSE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CSE and such conflict may constitute grounds for termination of the Subcontract Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. Subcontractor warrants that no person or selling agency has been employed or retained to solicit this Subcontract Agreement. There has been no agreement to make commission payments in order to obtain this Subcontract Agreement.
2. For breach or violation of this warranty, CSE shall have the right to terminate this Subcontract Agreement without liability or at its discretion to deduct from the Subcontract Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Subcontractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by CSE.

1. When applicable for purposes of construction or repair of facilities, Subcontractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60].
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, Subcontractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Sub-Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, Subcontractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Subcontractor certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Subcontract Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification.
 - d. Have not, within a three-year period preceding this Subcontract Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Subcontractor shall report immediately to CSE in writing, any incidents of alleged fraud and/or abuse by either Subcontractor or sub-Subcontractors.
3. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CSE.
4. Subcontractor agrees to timely execute any and all amendments to this Subcontract Agreement or other required documentation relating to the sub-Subcontractor's debarment/suspension status.

K. Agreement Authorization

- I. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity,

Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subcontractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Subcontractor shall maintain adequate staff to meet Subcontractor's obligations under this Agreement.
2. This staff shall be available to the State and/or to CSE for training and meetings which the State and/or CSE may find necessary from time to time.

M. Corporate Status

1. Subcontractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. Subcontractor shall ensure that any sub-Subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subcontract Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-subcontract by Subcontractor until satisfactory status is restored.

N. Lobbying Certification

Subcontractor, by signing this Subcontract Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the

awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. Subcontractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
0. Subcontractor and its sub-Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this Subcontract Agreement is on file and available for inspection at Chico State Enterprises, 25 Main Street, Suite 103, Chico, CA 95928-5388.

ARTICLE IV. COMMENCEMENT OF WORK

Should Subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

Subcontractor shall not sub-subcontract any portion of the work under this Subcontract Agreement without prior review of the proposed sub-subcontracting agreement and written approval by CSE. Should work begin in advance of receiving such approval, that work may be considered as having been performed at risk as a mere volunteer and its cost may not be reimbursed or compensated. Moreover, the authorization by Subcontractor of such work without prior review of the proposed sub-subcontracting agreement and written

approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

- A. Subcontractor is responsible for carrying out the terms of this Subcontract Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any sub-subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. Subcontractor's decision is final, and the Sub-subcontractor has no right of appeal to CSE or CDA.
- B. Subcontractor shall, in the event any Sub-subcontractor is utilized by Subcontractor for any portion of this Subcontract Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.
- C. Subcontractor shall not obligate funds for this Subcontract Agreement in any sub-subcontracts for services beyond the ending date of this Subcontract Agreement.
- D. Subcontractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of CSE or the State.
- E. Subcontractor shall maintain on file copies of sub-subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CSE or CDA.
- F. Subcontractor shall monitor the insurance requirements of its sub-Subcontractors in accordance with Article XI, Section G of this Exhibit.
- G. Subcontractor shall ensure that the sub-Subcontractor will complete all reporting and expenditure documents requested by CSE. These reporting and expenditure documents shall be sent to Subcontractor in a timely manner and at intervals as determined by CSE.
- H. Subcontractor shall, prior to the awarding of a sub-subcontract to any for-profit entity, submit the following to CSE for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with Subcontractor's rationale for awarding the sub subcontract to a for-profit entity. [22 CCR 7362] Where a program may be subcontracted to a for-profit organization, Subcontractor should include in its sub-subcontract with the for-profit entity, a requirement for performance of a program-specific audit of the sub-subcontracted program by an independent audit firm.
- I. Subcontractor shall require all sub-Subcontractors to maintain adequate staff to meet the sub-Subcontractor's Agreement with Subcontractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- J. If a private nonprofit corporation, the sub-Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub Subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable OMB Circular.
- L. Subcontractor shall utilize procurement procedures as follows:
 1. Subcontractor shall obtain goods and services through open and competitive awards. Subcontractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). Subcontractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. Subcontractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to CSE) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CSE and CDA. All records pertaining to this Subcontract Agreement must be made available for inspection and audit by CSE or by the State or its duly authorized agents, at any time during normal business hours.

- B. All such records, including confidential records, must be maintained and made available by Subcontractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subcontract Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Subcontract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.

Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement and are returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE and/or CDA.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CSE and/or the State and is so stated in writing to Subcontractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by CSE under this Subcontract Agreement.
- F. If the allowability of expenditures cannot be determined because records or documentation of Subcontractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CSE or CDA during the audit resolution process.
- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Subcontract Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Subcontract agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. Subcontractor shall keep track of property purchased with funds from this Subcontract Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either Subcontractor or its Sub-subcontractors with funds awarded under the terms of this Agreement, as instructed by CSE. Subcontractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.
- F. Subcontractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. Property identification number identifying it as CDA Property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

G. Disposal of Property

1. Prior to disposal of any property purchased by Subcontractor or the sub-Subcontractor with funds from this Subcontract Agreement, Subcontractor must obtain approval from CSE, which will in turn seek approval from CDA, for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CSE and CDA. Subcontractor shall submit to CSE a Request to Dispose of Property (CDA 248). CDA will then instruct CSE, and CSE will then instruct Subcontractor, on disposition of the property.
2. Once approval for disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.
3. Subcontractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

H. Any loss, damage, or theft of equipment shall be investigated, fully documented and Subcontractor shall promptly notify CSE.

I. CSE and the State reserves title to all CSE and/or State-purchased or financed property not fully consumed in the performance of this Subcontract Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

- J. Subcontractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subcontractor has complied with all written instructions from CSE and/or CDA regarding the final disposition of the property.
- K. In the event of Subcontractor's dissolution or upon termination of this Subcontract Agreement, Subcontractor shall provide a final property inventory to CSE. CSE and the State reserves the right to require Subcontractor to transfer such property to another entity, or to CSE or to the State.
- L. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of Subcontractor's dissolution, CSE or the State will issue specific written disposition instructions to Subcontractor.
- M. Subcontractor shall use the property for the purpose for which it was intended under the Subcontract Agreement. When no longer needed for that use, Subcontractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another (DA-funded program.
- N. Subcontractor may share use of the property and equipment or allow use by other programs, upon written approval from CSE and CDA. As a condition of the approval, CSE and/or CDA may require reimbursement under this Subcontract Agreement for its use.
- O. Subcontractor shall not use equipment or supplies acquired under this Subcontract Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- Q. Subcontractor shall include the provisions contained in this Article in all its sub-subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

Subcontractor shall provide access to CSE, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subcontractor shall include this requirement in its sub-subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized CSE and/or State representatives shall have the right to monitor and evaluate Subcontractor's administrative, fiscal and program performance pursuant to this Subcontract Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. Subcontractor shall cooperate with CSE and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. Subcontractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. Subcontractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends \$750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to:

Chico State
Enterprises
Attn: AAA
Fiscal Officer
25 Main
Street, Suite
103
Chico, CA 95928-5388

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Subcontractor shall ensure that expenditures of funding awarded under this Subcontract Agreement are displayed in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit E of this Subcontract Agreement Section E of this Article.

- B. Subcontractor shall perform a reconciliation of its "Financial Closeout Report" to its audited financial statements, single audit, and general ledger. The reconciliation shall be maintained and made available for CSE and CDA review.
- C. CSE will review Subcontractor's resolution within 15 months of Subcontractor's submission of its "Financial Closeout Report."
- D. CSE's agreement with CDA imposes upon CSE the responsibility for resolving this subcontract with Subcontractor to determine whether funds provided under this Subcontract Agreement are expended in accordance with applicable laws, regulations, and provisions of the Subcontract Agreement.

Subcontract resolution includes:

- 1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends \$750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of [2 CFR §200.501- §200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article and 45 CFR 75.501-75.521 as summarized in section C and D of this Article.
- 2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action.
- 3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit

and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, CSE will perform testing of Subcontractor's financial management system for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that adequately identify the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles (2 CFR 200.302).
5. CSE will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
6. CSE will determine whether the results of the reconciliation performed necessitate adjustment of CSE's **own** records.
7. Subcontractor shall facilitate CSE's fulfillment of all of CSE's subcontract resolution responsibilities.
- E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:
 1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. (2 CFR 200.512)
 2. Properly procured - use procurement standards for auditor selection. (2 CFR 200.509)
 3. Performed in accordance with Generally Accepted Government Auditing Standards. (2 CFR 200.514)

4. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements, and the schedule of findings and questioned costs. (2 CFR 200.515)
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Subcontractor shall include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards, that CSE and the State shall have access to all audit reports and supporting work papers, and that the CSE and CDA have the option to perform additional work, as needed.
- G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F - Audit Requirements because its expenditures under Federal awards are less than \$750,000 during the non-federal entity's fiscal year.
- H. Subcontractor shall cooperate with and participate in any further audits which may be required by CSE or by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Subcontract Agreement, Subcontractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Subcontract Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subcontractor and Subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 -15
 - \$5,000,000 if seating capacity is over 15
 4. Workers Compensation and Employers' Liability per statutory limits.
 5. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
 - C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
 - D. Subcontractor shall notify CSE within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
 - E. Insurance obtained through commercial carriers shall meet the following requirements:
 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to CSE, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. The Certificate of Insurance shall provide that Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed under this Subcontract Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.
 3. Chico State Enterprises shall be named as the certificate holder and CSE's address must be listed on the certificate.
 - F. The insurance provided herein shall be in effect at all times during the term of this Subcontract Agreement. In the event the insurance coverage expires during the term of this Subcontract Agreement, Subcontractor agrees to provide CSE, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year.

In the event Subcontractor fails to keep in effect at all times said insurance coverage, CSE may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

- G. Subcontractor shall require its sub-Subcontractors under this Subcontract Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subcontractor shall require all of its sub-Subcontractors to hold Subcontractor harmless. The sub-Subcontractor's Certificate of Insurance for general and auto liability shall also name Subcontractor, not CSE nor the State, as the certificate holder and additional insured. Subcontractor shall maintain Certificates of Insurance for all of its Subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subcontract Agreement number shall be submitted to CSE with this Subcontract Agreement.
- I. Subcontractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subcontractor affirms to comply with such provisions before commencing the performance of the work under this Subcontract Agreement. [Labor Code§ 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CSE may terminate performance of work under this Subcontract Agreement, in whole or in part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

The parties agree that if the termination of the Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to Subcontractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Subcontractor shall submit to CDA a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subcontract Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Subcontract Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Subcontract Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that Subcontractor is in an unsatisfactory financial condition as determined by an audit of Subcontractor or evidence of a financial condition that endangers performance of this Subcontract Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Subcontract Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Subcontractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against Subcontractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subcontractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]

11. Subcontractor's organizational structure has materially changed.
12. CSE and/or CDA determines that Subcontractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Subcontractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CSE, Subcontractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause. Subcontractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further sub-subcontracts for materials or services, except as necessary, to complete the continued portion of the Subcontract Agreement.
3. Terminate all agreements with sub-subcontractors and vendors to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Subcontract Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty {30} days and Termination without Cause is ninety {90} days subsequent to written notice to Subcontractor. The notice shall describe the action being taken by CSE, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination

Pursuant to 22 CCR 7210, Subcontractor may voluntarily terminate this Subcontract prior to its expiration either by mutual agreement with CSE or upon seventy-five (75) days written notice to CSE.

Subcontractor shall, at least seventy-five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more

Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period. In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

CSE will present written notice to Subcontractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Subcontractor agrees that any remedy provided in this Subcontract Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by Subcontractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Subcontractor shall notify CSE immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Subcontract Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subcontract Agreement is binding on any of the parties.
- B. CSE reserves the right to revise, waive, or modify the Subcontract Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subcontractor retains receipt, and shall be communicated as of actual receipt. Notices mailed to Chico State Enterprises: shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Projects Administration
25 Main Street, Suite 204
Chico, CA 95928-5388

Notices mailed to Subcontractor shall be to the address indicated on the signature page of this Subcontract Agreement.

- B. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. CSE CONTACT

- A. The name of SE's contact to request revisions, waivers or modifications affecting this Subcontract Agreement is Skye Gebhart, Contracts Analyst.
- B. Subcontractor shall present the name of its contact for this Subcontract Agreement to CSE. Subcontractor shall immediately notify CSE in writing of any change of its contact or address

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Subcontractor, and its sub-Subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any

information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code§ 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, **WAN**, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption on Portable Computing Devices

Subcontractor and its sub-Contractors/vendors are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. Subcontractor and its sub-Subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. Subcontractor and its sub-Subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. Subcontractor and its sub-Subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Subcontractor and its sub-Subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. Subcontractor and its sub-subcontractors/vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Subcontractor accept such blanket authorization from any participant

D. Security Awareness Training

1. Employees, sub-subcontractors/vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at www.aging.ca.gov/ProgramsProviders/#Resources within thirty {30} days of the start date of this Subcontract Agreement or within thirty {30} days of the start date of any new employee, sub-subcontractor, vendor, or volunteer's employment and annually thereafter.
2. Subcontractor must maintain certificates of completion on file and provide them to CSE upon request.

E. Health Insurance Portability and Accountability Act {HIPAA}

Subcontractor agrees to comply with the privacy and security requirements of HIPAA and ensure that sub subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Subcontractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Subcontract Agreement. This is to ensure that Subcontractor is aware of, and agrees to comply with, its obligation to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Subcontractor and its sub contractors/vendors must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by Subcontractor and its sub-Subcontractors/vendors to anyone whose PSCI could have been breached in accordance with HIPPA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

Subcontractor and its sub-Subcontractors/vendors shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

Subcontractor and its sub-Subcontractors/vendors shall ensure that all electronic information is protected by performing regular backup of files and databases and ensure the availability of information assets for continued business. Subcontractor and its sub-Subcontractors/vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of Subcontractor with its sub Subcontractors/vendors.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Subcontract Agreement is subject to copyright, CSE reserves the right to copyright such material and Subcontractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. Subcontractor may request permission to copyright material by writing to the Director of CSE. The Director shall grant permission or give reason for denying permission to Subcontractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CSE, CSE reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. Subcontractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Subcontractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subcontract Agreement without the express written consent of the Director of CSE. That consent shall be given, upon receipt by CSE of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CSE. CSE or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subcontractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.
2. As used in this Subcontract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subcontract Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Subcontract Agreement, the State and/or CSE may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subcontract Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

- I. Subcontractor shall assist CSE as necessary for CSE to conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subcontractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.

- d. Local or frequently used resources available to Subcontractor.

This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

- 2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

B. Provision of Services

- 1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]
4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. (22 CCR 98310]
5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]
3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310,

Exhibit E

Additional Provisions

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
3. CSE will make funds available to Subcontractor only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.
5. Funds made available under this Subcontract Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III services.
6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subcontractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.044 Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Senior Centers (Title III B).

93.045 Special Programs for the Aging-Title III, Part C - Nutrition Services (Title III C).

93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters.

"Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs."

When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organization 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. Subcontractor or any Subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Subcontractor will:
 - 1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - 2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - 3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - 4) Establish appropriate procedures to safeguard and account for all contributions.
 - 5) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
8. Any Title III service shall not implement a Cost Sharing program unless approved by CSE and CDA.
9. Subcontractor shall comply with OAA § 306(a)(17}, which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

10. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.
11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.
12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
13. If a senior nutrition program provider, Subcontractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
14. If a Senior home-delivered program provider, Subcontractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
15. Subcontractor shall assure that the following publication conditions are met:

Materials published or transferred by Subcontractor and financed with funds under this Subcontract Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
 - b. give the name of the entity, the address, and telephone number at which the supporting data is available and
 - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
 17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS

- A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title I11-D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]
- B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.
- C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

- D. Subcontractor shall have written procedures specific to each program which include:
1. Collection and reporting of program data for Sub-contractor.
 2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE.
 3. Verification of data prior to submission to CSE.
 4. Correction procedures.
 5. Method for collecting and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

- A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.
- B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.
- C. Appeal costs or costs associated with any administrative or court review are not reimbursable.
- D. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:
1. A description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new Contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4))
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to affect a safe transition of clients to other community service providers.
- E. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.
- F. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

- A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.
- B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following
1. Time frames within which a complaint will be acted upon.
 2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent. Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

- a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
- b. "Substantial number" and "significant number" shall be determined by the AAA.
- c. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

Complaints may involve, but not be limited to, any or all of the following:

- 1) Amount or duration of a service.
- 2) Denial or discontinuance of a service.
- 3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
- 4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

Note: Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

- A. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)].

B. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.
2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.
3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).
4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.
5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.
6. Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural areas where such frequency is not feasible, and a lesser frequency is approved by CSE and CDA.
7. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.
9. CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- ☒ Is in full compliance with the 128 Encryption requirements.
- ☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Dana Loomis, Plumas County Public Health Director

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

Area plan

CDA Program/Project

AP 2223-03-S003

Contract Number

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):
Plumas County Public Health Agency

Federal ID Number:
94-6000528

By (Authorized Signature):

A handwritten signature in blue ink, appearing to read "Dana Loomis", written over a horizontal line.

Printed Name and Title of Person Signing:
Dana Loomis, Director of Public Health

Date Executed:

1/24/23

Executed in the County and State of:
Plumas, California

Indicate all California Department of Aging contracts your organization participates in:

☒ Area Plan (AP)

☐ Financial Alignment (FA)

☐ HICAP (HI)

☐ MIPPA (MI)

☐ MSSP (MS)

☐ SNAP-Ed (SP)

☐ Title V (TV)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Plumas County Public Health Agency	94-6000528

By (Authorized Signature)



Printed Name and Title of Person Signing

Dana Loomis, Director of Public Health

Date Executed	Executed in the County of
1/24/23	Plumas, California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. 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 Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (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))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. 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.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: DeLena Jones

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Department and Plumas District Hospital, Inc. for services provided to HIV clients and for service as primary medical provider for Mountain County EIS program; effective April 1, 2022 - March 31, 2023; not to exceed \$29,091.00; discussion and possible action.

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Plumas District Hospital, Inc. in the amount of \$29,091.00, retroactive to April 1, 2022.

Background and Discussion

Plumas County Public Health has contracted with Plumas District Hospital (PDH) for many years to provide services for HIV clients and to serve as primary medical provider for Mountain County EIS program in Plumas County.

This contract runs from April 1, 2022, through March 31, 2023.

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

Action:

Approve and direct the Chair to sign a contract with Plumas District Hospital, Inc. in the amount of \$29,091.00, retroactive to April 1, 2022.

Attachments:

1. PartC2223PDH 2

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and PLUMAS DISTRICT HOSPITAL, a political subdivision of the State of California (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub-Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Sub 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 Sub Contractor under this Agreement shall not exceed Twenty-Nine Thousand and Ninety-One Dollars (\$29,091.00).
3. Term. The term of this agreement shall be from April 1, 2022, through March 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2022, to the date of approval of the 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 Sub Contractor or furnish any other consideration under this Agreement and Sub 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 Nicotter an amendment to Sub 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. Sub-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. Sub-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. Sub-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 _____
INITIALS _____

- 1 -

SUB CONTRACTOR

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

8. Indemnification. To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub 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 Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub-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. Sub-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 _____
INITIALS _____



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

iii. All of Sub 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. Sub 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 Sub 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 Sub 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.

e. If requested by County in writing, Sub 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. Sub-Contractor shall require all Sub Contractors to comply with all indemnification and insurance requirements of this agreement, and Sub Contractor shall verify Sub Contractor's compliance.

10. Licenses and permits. Sub-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 Sub Contractor to practice its profession and to perform its duties and obligations under this Agreement. Sub-Contractor represents and warrants to County that Sub 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 Sub 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 Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub-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, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub 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. Sub-Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub-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. Sub-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

COUNTY INITIALS _____
INITIALS



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

a. County:

Nicole Reinert, Program Director Surveillance
Plumas County Public Health Agency
270 County Hospital Road, Ste. 206
Quincy, CA 95971
Attention: Diane Goni

Sub-Contractor:

b. Plumas District Hospital

1065 Bucks Lake Road
Quincy, CA 95971
Attention: Lisette Brown, RN

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 Sub 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 Sub-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 Sub 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.

COUNTY INITIALS _____
INITIALS



- 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 Sub Contractor is required to verify that none of the Sub 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 Sub 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 Sub 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 Sub Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

COUNTY INITIALS _____
INITIALS _____



The parties agree to comply with the terms and conditions of the following exhibits, which are by the reference made a part of this Agreement.

Exhibit A	Scope of Work	3 Pages
Exhibit B	Fee Schedule and Budget	2 Pages
Exhibit C	General Terms and Conditions (GTC 610)	5 Pages
Exhibit D	Special Terms and Conditions	38 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	10 Pages
Exhibit I	Information Privacy and Security Requirements	13 Pages
Exhibit J	Darfur Contracting Act Certification	2 Pages

(SIGNATURES TO FOLLOW ON NEXT PAGE)

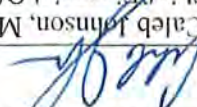
COUNTY INITIALS
INITIALS



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

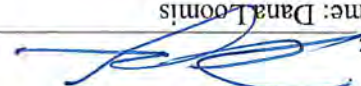
SUB CONTRACTOR:

Plumas District Hospital

By: 
Name: Caleb Johnson, MBA
Title: Chief Financial Officer
Date signed: 2/16/2023

COUNTY:

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

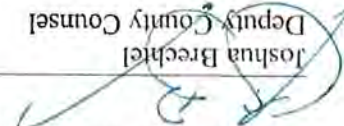
By: 
Name: Dana Loomis
Title: Director
Date signed: 2/16/23

By: _____
Name: Dwight Ceresola
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
2/16/2023

COUNTY INITIALS _____
INITIALS _____



EXHIBIT A

Scope of Work

1. Serve as a medical provider for the Mountain Counties EIS Program in Plumas County: provide primary medical care in coordination with HIV consultant to 12-14 EIS enrolled patients, as outlined in the HIV Early Intervention Services EIS Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment Guidelines.

2. Coordinate and case conference with EIS patient coordinator and HIV consultant during quarterly HIV clinic days and develop a system for consulting with HIV and other specialty providers via phone, email and or telemedicine as needed in between assigned clinic days.

3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.

4. Participate in quarterly continuous quality Improvement meetings and quality Improvement projects. Current Quality Measurement goals include:

85% of HIV + women will receive annual PAP screening.

85% of all HIV patients will have documented HCV status in chart/ARIES data base.

75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES.

75 % of all HIV patients using tobacco will receive cessation education & information.

75% of all HIV patients will achieve viral load suppression >200 copies.

80% of all HIV patients will be retained in care – New patients seen every 4 months; Ongoing patients seen every 6 months.

5. Provide client data as needed to EIS patient coordinator for required HRSA Reports.

6. Invoice for services and report revenue related to this program at least quarterly.

7. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

COUNTY INITIALS _____
INITIALS _____



REPORTING AND PERFORMANCE REQUIREMENTS

The Sub Contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
- B. Input data into ARIES System.
- C. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Sub Contractors Budget.
- D. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

**HIV EARLY INTERVENTION SERVICES (EIS) PRIMARY CARE
PHYSICIAN JOB DESCRIPTION**

JOB TITLE: EIS Primary Care Physician

JOB SUMMARY: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist Consultant.

JOB DUTIES AND RESPONSIBILITIES:

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provides information on causes and prevention of disease, high risk behavior, growth, and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.
- Provides consultation to local primary care provider regarding HIV treatment and care.
- Reviews medical literature to benefit specific patient's condition.
- Participates in training of clinic staff.

COUNTY INITIALS _____
INITIALS _____



KNOWLEDGE AND ABILITIES:

- Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of health services organization and procedures.
- Ability to direct and coordinate the work of subordinate personnel.
- Ability to establish and maintain effective working relationships and administrative, medical and non-medical staff, patients and the general public.
- Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

COUNTY INITIALS
INITIALS

EXHIBIT B

Fee Schedule and Budget

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 Sub Contractor for services rendered in accordance with the Sub Contractor Budget below.
- B. Invoice(s) Shall:

1. Include the program revenue report.
2. Include backup documentation to support the invoice.
3. Bear the Sub Contractors name, exactly as show on the Agreement.
4. Bear the Sub Contractor Agreement Number.
5. Identify the expense, billing and or performance period covered on invoice.
6. Invoice(s) must be signed by authorized personnel.

C. Invoice(s) schedule:

First, Second & Third Quarters, April 1, 2022-December 31, 2022, to be paid on the date of approval of this agreement by the Board of Supervisors in the amount of \$21,818.25.

Fourth Quarter, January 1, 2023-March 31, 2023, to be paid on March 15, 2023, in the amount of \$7,272.75.

COUNTY INITIALS
INITIALS

SUB CONTRACTOR

M

Program
Subcontractor
Contract Year
Part-C
Pumas District Hospital
2223

Program	Budget Line	Category	Service Category	Amount	Rate	Rate Type
---------	-------------	----------	------------------	--------	------	-----------

SEE NOTE

Personnel

Mark Satterfield, MD	3,811	Primary Care Providers	EIS	127,045	0.030	FTE
Renee Balderas, RN	21,104	Primary Care Providers	EIS	105,518	0.200	FTE
Schedule/Reception	826	Primary Care Providers	EIS	41,288	0.020	FTE
Total Personnel	25,741					

Fringe Benefits

Mark Satterfield, MD	1,525	Primary Care Providers	EIS	3,811	0.400	Fringe Rte
Renee Balderas, RN	-	Primary Care Providers	EIS			
Schedule/Reception	330	Primary Care Providers	EIS	826	0.400	Fringe Rte
Total Fringe Benefits	1,855					

Travel

Professional Development/Trvl	1,495	Continuing Education for Clinic Staff CQM CQM	CDI management activities	1,495	1.000	Unit Cost
Total Travel	1,495					

Total Subcontract

29,091

COUNTY INITIALS

INITIALS

SUB CONTRACTOR

W



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Todd Johns, Sheriff
MEETING DATE: March 7, 2023
SUBJECT: Authorize the Sheriff to recruit and fill, funded and allocated, 1.0 FTE Sheriff's Service Assistant I/II, and establish a hiring pool; vacancy due to resignation; discussion and possible action.

Recommendation

Authorize the Sheriff to recruit and fill one funded and allocated, 1.0 FTE Sheriff's Service Assistant I/II, and establish a hiring pool.

Background and Discussion

The Plumas County Sheriff's Office requests authorization to recruit and fill one funded and allocated, 1 FTE Sheriff's Service Assistant and establish a hiring pool. The Sheriff needs to be able to fill the Service Assistant position in order to keep daily clerical, civil, records and public services functioning properly. The vacancy was created by a resignation on 02/24/2023.

Action:

The Plumas County Sheriff's Office requests authorization to recruit and fill one funded and allocated, 1 FTE Sheriff's Service Assistant and establish a hiring pool.

Attachments:

1. Sheriffs Service Assistant I
2. Sheriff Services Assistant II_201409261227104315

SHERIFF SERVICE ASSISTANT I

DEFINITION

Under general supervision, to perform a variety of specialized, secretarial, technical and complex office support work in the Sheriff's Department; receives, stores and documents evidence; prepares and processes civil papers and documents; maintains and updates law enforcement records; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Sheriff' Service Assistant I is the entry-level classification in the specialized law enforcement series. Incumbents perform a variety of office support activities in office reception, data entry and document preparation, processing and maintenance of criminal files and related records.

REPORTS TO

Department Fiscal Officer and /or Sheriff Investigator Sergeant.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

SHERIFF'S SERVICES ASSISTANT I – 2

EXAMPLES OF DUTIES

Receives, documents, processes and stores all departmental property and evidence following appropriate departmental procedures; receives, reviews and processes all civil documents; prepares and maintains case files; maintains and updates records for incidence and arrests; researches from Department of Justice and appropriate parties; maintains accurate and complete records for receipts and disbursements of all civil process monies and monies deposited into Sheriff's trust funds; processes licenses and permits including concealed weapons, transportation, vendors, and explosive permits; enters data into computer and prepares monthly Department of Justice reports; prepares and maintains Coroner's Records and case files in accordance with the Office of the State of California Registrar; transcribes all interviews with suspects/victims on crime reports and witness statements; prepares and files accurate Certificate of Death, and Physician/Coroner's Amendments with the Office of the Plumas County Registrar; prepares necessary paper work recoding, advertising and conducting Sheriff's real property and personal property sales; answers the telephone, receives requests, and provides information regarding Sheriff Department functions; acts as liaison to all Funeral Directors, mortuary staff, families of the deceased, local and out of county pathologists; audits monies seized from suspects, deposits seized monies into the Evidence Trust Account; maintains civil cases files in accordance with legal requirements; operates a computer terminal to input and retrieve information; operates office equipment; and performs a variety of support assignments for the Sheriff's Department.

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 environment; continuous contact with staff and the public.

SHERIFF'S SERVICES ASSISTANT I – 3

KNOWLEDGE OF

- Operating policies, procedures, and functions of the Plumas County Sheriff Department.
- Laws, codes, and regulations related to processing, documentation, and maintenance of evidence and Coroner's records, warrants and law enforcement records, and service of civil papers.
- Safety principles and practices related to the handling of narcotics, weapons and hazardous substances.
- Legal phraseology, terminology, documents and procedures.
- Law enforcement and warrant record keeping.
- Financial record keeping methods and procedures.
- Modern office equipment, methods and procedures.

ABILITY TO

- Perform a variety of assignments related to the development and maintenance of law enforcement records.
- Perform a variety of assignments related to the receipt, storage, documentation, and processing of evidence.
- Perform a variety of civil document processing work.
- Read, analyze, interpret and apply rules, laws and policies.
- Prepare and maintain accurate records and reports.
- Prepare and maintain accurate records and reports.
- Prepare and maintain financial records.
- Perform a variety of secretarial and office support work.
- Operate a law enforcement computer system for the input and retrieval of information.
- Use tact, discretion, and prudence in establishing and maintaining effective working relationships with those contacted in course of work.
- Word process correspondence and documents efficiently and expeditiously.
- Work independently and exercise sound judgment.
- Communicate clearly and concisely, both orally and in writing.

SHERIFF'S SERVICES ASSISTANT I – 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:

Sheriff's Services Assistant I – One year of specialized clerical, secretarial and office support experience, such as performing warrant and records processing in a law enforcement agency.

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.

SHERIFF SERVICES ASSISTANT II

DEFINITION

Under general supervision, to perform a variety of specialized, secretarial, technical and complex office support work in the Sheriff's Department; receives, stores and documents evidence; prepares and processes civil papers and documents; maintains and updates law enforcement records; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Sheriff's Services Assistant I differs from the II level in that the Sheriff's Service Assistants II are responsible for the more complex and technical duties in the preparation and processing of civil papers and documents and/or the receipt, storage and disposal of evidence for the Sheriff's Department. Incumbents also perform a variety of secretarial and complex office support functions for the Sheriff's Investigative Unit.

REPORTS TO

Department Fiscal Officer and /or Sheriff Investigator Sergeant.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Receives, documents, processes and stores all departmental property and evidence following appropriate departmental procedures.
- Receives, reviews and processes all civil documents.
- Prepares and maintains case files.
- Maintains and updates records for incidence and arrests.
- Researches from Department of Justice and appropriate parties.
- Maintains accurate and complete records for receipts and disbursements of all civil process monies and monies deposited into Sheriff's trust funds.\
- Processes licenses and permits including concealed weapons, transportation, vendors, and explosive permits.
- Enters data into computer and prepares monthly Department of Justice reports.
- Prepares and maintains Coroner's Records and case files in accordance with the Office of the State of California Registrar.
- Transcribes all interviews with suspects/victims on crime reports and witness statements.
- Prepares and files accurate Certificate of Death, and Physician/Coroner's Amendments with the Office of the Plumas County Registrar.
- Prepares necessary paper work recoding, advertising and conducting Sheriff's real property and personal property sales.
- Answers the telephone, receives requests, and provides information regarding Sheriff Department functions.
- Acts as liaison to all Funeral Directors, mortuary staff, families of the deceased, local and out of county pathologists.
- Audits monies seized from suspects, deposits seized monies into the Evidence Trust Account.
- Maintains civil cases files in accordance with legal requirements.
- Operates a computer terminal to input and retrieve information.
- Operates office equipment.
- Performs a variety of support assignments for the Sheriff's Department.

SHERIFF SERVICES ASSISTANT II - 3

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 environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Operating policies, procedures, and functions of the Plumas County Sheriff Department.
- Laws, codes, and regulations related to processing, documentation, and maintenance of evidence and Coroner's records, warrants and law enforcement records, and service of civil papers.
- Safety principles and practices related to the handling of narcotics, weapons and hazardous substances.
- Legal phraseology, terminology, documents and procedures.
- Law enforcement and warrant record keeping.
- Financial record keeping methods and procedures.
- Modern office equipment, methods and procedures.

ABILITY TO

- Perform a variety of assignments related to the development and maintenance of law enforcement records.
- Perform a variety of assignments related to the receipt, storage, documentation, and processing of evidence.
- Perform a variety of civil document processing work.
- Read, analyze, interpret and apply rules, laws and policies.
- Prepare and maintain accurate records and reports.
- Prepare and maintain accurate records and reports.
- Prepare and maintain financial records.

SHERIFF SERVICES ASSISTANT II - 4

ABILITY TO CONTINUED:

- Perform a variety of secretarial and office support work.
- Operate a law enforcement computer system for the input and retrieval of information.
- Use tact, discretion, and prudence in establishing and maintaining effective working relationships with those contacted in course of work.
- Word process correspondence and documents efficiently and expeditiously.
- Work independently and exercise sound judgment.
- Communicate clearly and concisely, both orally and in writing.

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:

Sheriff's Service Assistant II – Two year of experience as a Sheriff's Service Assistant I in Plumas County.

OR

Two years of specialized clerical, secretarial and office support experience, such as performing warrant and records processing, legal document process work and/or evidence processing and documentation work in a law enforcement agency.

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.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between the Plumas County Animal Shelter and The Regents of the University of California, to manage grant funds; and authorize supplemental budget transfer of \$180,000.00 from account 44027 State Grant funds to be transferred to account 524405 for provision of spay/neuter vouchers for animal adoption; discussion and possible action. **Four/ fifths roll call vote**

Recommendation

Approve and authorize the Chair to sign agreement between the Plumas County Animal Shelter and the Regents of the University of California to receive grant and manage grant funds, for provision of spay/neuter vouchers for animal adoption; not to exceed \$180,000.00; approved as to form County Counsel.

Background and Discussion

The term of the agreement is 12/15/2022 - 12/14/2023. The purpose of this agreement is for the Plumas County Animal Shelter to receive funds for spay/neuter vouchers for adopted animals.

Action:

Attachments:

1. The Regents of the University of California



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: March 7, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between the Plumas County Animal Shelter and The Regents of the University of California, to manage grant funds; and authorize supplemental budget transfer of \$180,000.00 from account 44027 State Grant funds to be transferred to account 524405 for provision of spay/neuter vouchers for animal adoption; discussion and possible action. **Four/ fifths roll call vote**

Recommendation

Approve and authorize the Chair to sign agreement between the Plumas County Animal Shelter and the Regents of the University of California to receive grant and manage grant funds, for provision of spay/neuter vouchers for animal adoption; not to exceed \$180,000.00; approved as to form County Counsel.

Background and Discussion

The term of the agreement is 12/15/2022 - 12/14/2023. The purpose of this agreement is for the Plumas County Animal Shelter to receive funds for spay/neuter vouchers for adopted animals.

Action:

Attachments:

1. The Regents of the University of California

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) Supplemental Budget for Spay & Neuter funding From UC Davis Grant

B) N/A

C) Grant awarded this fiscal year

D) Grant funding awarding after budget adoption

Approved by Department Signing Authority:

Ron Jowery

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Marlee Mabe

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.

SHELTER SERVICES AGREEMENT
(Plumas County Animal Shelter)

THIS SHELTER SERVICES AGREEMENT ("**Agreement**") is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**") on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program ("**Facility**") and PLUMAS COUNTY ANIMAL SHELTER ("**Shelter**") in connection with the California for All Animals statewide animal shelter assistance program ("**Program**").

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in "**Exhibit A**", attached hereto and by this reference made a part hereof (collectively the "**Services**"). University shall reimburse Shelter for costs ("**Expenses**") pursuant to Section 2 below and as outlined in Exhibit A. "**Deliverables**" shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$180,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from December 15, 2022 through December 14, 2023.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Valerie A. Roque
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Jeremy Beatley
Head Animal Shelter Supervisor
Plumas County Animal Shelter
201 N Mill Creek Rd
Quincy, CA 95971
E-mail: jbeatley@pcso.net

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
13. **Governing Law.** This Agreement shall be construed pursuant to California law.
14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

15. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
16. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
17. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

PLUMAS COUNTY ANIMAL SHELTER

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signatory)

By: _____

Print Name: Dwight Ceresola
Chair, Board of Supervisors

UC Davis

Date: _____

Date: _____

ATTEST:

By: _____
Name: Heidi White
Clerk of the Board

Date signed: _____

Approved as to form:

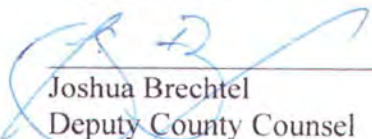
 1/18/2023
Joshua Brechtel
Deputy County Counsel

Exhibit A

Scope of Work

1. Purpose of the work: *Plumas County Animal Shelter will receive funds for spay/neuter vouchers for adopted animals.*
2. Roles and responsibilities of each party: *Plumas County Animal Shelter will utilize the funds received for spay/neuter vouchers for adopted animals. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of December 15, 2022 through December 14, 2023.*
4. Location where work will be performed: *201 N Mill Creek Rd, Quincy, CA 95971*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer. Organization is asked to keep track of the total number of surgeries per species used with grant funds, number of veterinary and nonveterinary staff trained, total amount spent on supplies and equipment, and number of spay/neuter events held.*
6. Project milestones: *Program pilot to be completed by December 14, 2023.*
7. Total cost of the services: *Total of services not to exceed \$180,000. No construction costs will be funded through this grant.*

Items:

- *Spay/neuter vouchers – 500 vouchers at \$360*

Total expenses: \$180,000

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*



PLUMAS COUNTY SHERIFFS DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: March 7, 2023

SUBJECT: Review, Presidential Executive Order 14074, and approve the attached memo in compliance with Presidential Executive Order 14074; discussion and possible action.

Recommendation

The Plumas County Sheriff's Office requests the Plumas County Board of Supervisors to review and support the attached memo in compliance with Presidential Executive Order 14074. The memo is regarding notification to the governing board and community of the Sheriff's Office requests, intent to purchase or transfer controlled property items from the Law Enforcement Support Office, (LESO), or other federal sources. This memo is required to be made accessible to the local community.

Background and Discussion

On May 25th, 2022, Presidential Executive Order, (EO) 14074 advancing effective, accountable policing and criminal justice practices to enhance public trust and public safety was signed. In accordance with EO 14074, (Section 12), state, tribal and local law enforcement agencies must; 1) Notify their civilian governing board, (CGB), Plumas County Board of Supervisors, of its intent to request property from federal sources, (to include federal funds and grants). 2) Notify the local community of its request for property transfers, purchases from federal funds, agencies or subcontractors, (including existing transfer contract and grants).

Action:

The Plumas County Sheriff's Office requests the Plumas County Board of Supervisors to review and support the attached memo in compliance with Presidential Executive Order 14074. The memo is regarding notification to the governing board and community of the Sheriff's Office requests, intent to purchase or transfer controlled property items from the Law Enforcement Support Office, (LESO), or other federal sources. This memo is required to be made accessible to the local community. Posting the memo on the county website would suffice community notification.

Attachments:

1. Presidential Executive Order (EO) 14074 memo (1)



Office of the Sheriff

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

Todd Johns
Sheriff/Coroner

02-10-2023

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB), Plumas County Board of Supervisors, of its intent to request property from Federal sources (to include Federal funds or grants.)
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Plumas County Sheriff's Office may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

ALL TERRAIN VEHICLE (ATV)	FLOODLIGHT	RADIOS
AMMUNITION CONTAINER	FLIR SYSTEM	RANGE FINDER, LASER
AMPLIFIER	GENERATOR SET	RANGE FINDER-TARGET DESIGNATOR, LASER
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	GPS	RED DOT SIGHT
ANTENNA	HEAVY EQUIPMENT/VEHICLES	SCANNER, X-RAY, BAGGAGE
ARMORED VEHICLE	INSULATION BLANKET	SEARCHLIGHT
BALLISTIC BLANKET	LANDING SEARCHLIGHT	SHIELD, BALLISTIC
BINOCULAR	LIFE PRESERVER, VEST	SHIPPING CONTAINER
BLANKETS	MAGNIFIER	SIGHT, BORE, OPTICAL
BREATHING APPARATUS	MARKER, IDENTIFICATION	SIGHT, HOLOGRAPHIC
CAMERA SYSTEM	MARKSMANSHIP TRAINER	SIGHT, INFINITY
COMPASS	MEDICAL/FIRST AID SUPPLIES	SIGHT, REFLEX
COMPUTER SYSTEM	MISC. COM. EQUIPMENT	SPOTTING INSTRUMENT, OPTICAL
CONTAINER, K-9 TRANSPORT	MULTIMEDIA PROJECTION SET	TARGET, TRAINING, MOBILE
CONVERSION KIT, RIFLE	NAVIGATION SET, SATELLITE SIGNALS	TELESCOPE
COVERALLS	NIGHT VISION DEVICE	TENTS/PORTABLE SHELTERS
DECONTAMINATION DEVICES	NIGHT VISION GOGGLE	THERMAL CAMERA
DECONTAMINATION SYSTEM	NON-ARMORED HMMWV	THERMAL CAMERA ACCESSORIES
DEEP WATER FORDING KIT	OFFICE EQUIPMENT	TRAINING AID/SIMULATORS
DETECTOR, GAS	OFFICE SUPPLIES	TRAINING AIDES/DEVICES
DIVER'S SUIT	PORTABLE RADIO	TRANSLATION DEVICE
EXPLOSIVE ORDNANCE DISPOSAL ROBOT	PREFAB & PORTABLE BUILDINGS	TRUCK, CARGO
FACEMASK	PROTECTIVE EYEWEAR	VEHICLE REPAIR PARTS/COMPONENTS
FLASHLIGHTS	PUBLIC ADDRESS SET	WARM WEATHER CLOTHING/SHOES

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and Local Community of my agency's intent to request the controlled property items identified in the list above.

Todd Johns / Plumas County Sheriff



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: March 7, 2023

SUBJECT: Adopt RESOLUTION approving the execution of Medi-Cal County Inmate Program (MCIP) Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32; discussion and possible action. Roll call vote

Recommendation

Approve and authorize the chair to sign a resolution approving the execution of Medi-Cal County Inmate Program (MCIP) Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32

Background and Discussion

This participation agreement begins on July 1, 2023. The purpose of this Participation Agreement is to permit the County of Plumas to voluntarily participate in the Medi-Cal County Inmate Program

Action:

Attachments:

1. Medi-Cal County Inmate Program



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: March 7, 2023

SUBJECT: Adopt RESOLUTION approving the execution of Medi-Cal County Inmate Program (MCIP) Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32; discussion and possible action. Roll call vote

Recommendation

Approve and authorize the chair to sign a resolution approving the execution of Medi-Cal County Inmate Program (MCIP) Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32

Background and Discussion

This participation agreement begins on July 1, 2023. The purpose of this Participation Agreement is to permit the County of Plumas to voluntarily participate in the Medi-Cal County Inmate Program

Action:

Attachments:

1. Medi-Cal County Inmate Program

RESOLUTION NO. 23-_____

**APPROVING THE EXECUTION OF MEDI-CAL COUNTY INMATE PROGRAM (MCIP)
CONTRACT NO. 23-30039 FOR ADMINISTRATIVE SERVICES AND PARTICIPATION
AGREEMENT CONTRACT NO. 23-MCIPPLUMAS-32**

WHEREAS the County of Plumas ("County") desires to voluntarily participate in the Medi-Cal County Inmate Program (MCIP) and to have administrative services provided by the California Department of Health Care Services ("DHCS"); and

WHEREAS there is a Participation Agreement 23-MCIPPLUMAS-32 (PA) between DHCS and County that will permit County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP) and reflects the responsibilities of the Parties in regard to that agreement; and

WHEREAS the requirements for processing the PA require a resolution, from the County Board of Supervisors, which specifically approves and authorizes execution of this contract and to authorize an individual to bind the County to the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors specifically approves and authorizes execution of this PA.

BE IT FURTHER RESOLVED that the Sheriff of the County of Plumas has full and binding authority to the commitments contained in the PA on behalf of the Board of Supervisors, and is the authorized representative for County in regard to this PA.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the ____ day of _____, 2023 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

State of California—Health and Human Services Agency
Department of Health Care Services
Medi-Cal County Inmate Program (MCIP)
Participation Agreement 23-MCIPPLUMAS-32

County Name: Plumas

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Plumas is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP).

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2023.
2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.
3. Termination Without Cause:

Either party may terminate this PA without cause, and terminate the participation of the County in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate. Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination With Cause:

If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed in ARTICLE IV. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the County does not meet the requirements for participation in MCIP, the County has not submitted a valid reimbursement claim, or that the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP.

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP.

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Uma De Silva, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Uma.DeSilva@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered to the project representatives identified above.

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

ARTICLE V – PAYMENT TERMS AND INVOICING

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.
2. DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

3. DPHs, in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision (f.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.
 - a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP.

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

- b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Medi-Cal provider.
 - c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services.
 - d. In the event that FFP is not available for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.
 - e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.
 - f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
- 2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS.
 - 3. Upon the County's compliance with all applicable provisions in this PA and applicable laws, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.
 - 4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units not based on their status as inmates of a correctional institution, but rather on their treatment needs and plan of care.

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

5. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.
6. The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.
7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days.
8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.
9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay annual administrative costs directly to DHCS.
 - a. The annual administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.
 - b. The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process.
 - c. The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims.
2. DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.

3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.
4. DHCS shall:
 - a. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.
 - b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.
 - c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.
 - d. With each quarterly cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA.
5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.
7. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address indicated in ARTICLE IV. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

2. Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA and the County shall not be obligated to perform any provisions of this PA.
2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an agreement amendment to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.
2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section 14172.5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended only by a written amendment to this PA.

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XII – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.
2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state or federal law.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

**Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas**

ARTICLE XVI – ALTERNATIVE FORMATTING

1. The County assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
2. County will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visualimpaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

THIS SPACE INTENTIONALLY LEFT BLANK

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name:

Name of Authorized Representative

(Person legally authorized to bind contracts for the County)

Title of Authorized Representative

Signature of Authorized

Medi-Cal County Inmate Program Participation Agreement 23-MCIPPLUMAS-32
County: Plumas

Representative

[Redacted]

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

[Redacted]

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

[Redacted]

Date



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO
DIRECTOR

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

DATE: FEBRUARY 6, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 21, 2023, CONSENT AGENDA

RE: APPROVE AN AMENDMENT TO THE CONTRACT WITH THE PLUMAS CRISIS
INTERVENTION AND RESOURCE CENTER FOR THE HOUSING AND
DISABILITY ADVOCACY PROGRAM

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to execute an amendment to the existing agreement with the Plumas Crisis Intervention and Resource Center for the Housing and Disability Advocacy Program (HDAP). Raising the total compensation available to \$790,000. Authorize the Board Chair to sign the contract.

Background and Discussion

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

Financial Impact

The agreement calls for compensation not to exceed \$790,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds. The program is budgeted. It does not impact the County General Fund.

Other Agency Involvement

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

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

Enclosure

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION AND RESOURCE
CENTER

This First Amendment to Agreement (“Amendment”) is made on February 2, 2023, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services, (“COUNTY”) and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (“CONTRACTOR”), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated July 1, 2022, (the “Agreement”), in which CONTRACTOR agreed to administer the HDAP for Plumas County.
 - b. Because the COUNTY requires additional services from CONTRACTOR, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Section 2 is amended in its entirety to read as follows:
 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 Seven Hundred Ninety Thousand Dollars (\$790,000.00).
 - b. Section 3 is amended in its entirety to read as follows:
 3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2024, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 2022, as set forth in Exhibit A.
 - c. EXHIBIT A is amended, in part, to read as follows:

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

d. EXHIBIT B is amended, in part, to read as follows:

In no event shall the total of the invoices received during the term of this Agreement exceed \$790,000.00, unless modified pursuant to the terms of this Agreement.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2022, shall remain unchanged and in full force and effect.

CONTRACTOR:

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

By: _____
Name: SCOTT MCCALLUM
Title: EXECUTIVE DIRECTOR
Date signed: _____

COUNTY:

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

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel

2/2/2023

Services Agreement

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

The parties agree as follows:

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

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS 

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. 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.

____ COUNTY INITIALS

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

Contractor:

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

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

____ COUNTY INITIALS

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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.

____ COUNTY INITIALS

CONTRACTOR INITIALS



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

CONTRACTOR:

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

By: 

Name: SCOTT MCCALLUM

Title: CEO/CFO

Date signed: 8/17/22

COUNTY:

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

By: 

Kevin Goss, Chair

Board of Supervisors

Date signed: 8/16/2022

ATTEST:

By: 

Heidi White, Clerk of the Board

Date signed: 8/16/2022

Approved as to form:



Joshua Brechtel

Deputy County Counsel I

8/1/2022

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

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

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

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

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

____ COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT B**Fee Schedule**

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

Plumas Crisis Intervention and Resource Center Budget

Housing and Disability Advocacy Program	\$	250,000.00
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TOTAL	\$	250,000.00
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____ COUNTY INITIALS

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CONTRACTOR INITIALS





**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 7, 2023

SUBJECT: Adopt RESOLUTIONS ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of General and Mid-Management & Supervisors Units represented by the Operating Engineers Local #3; discussion and possible action. Roll call vote

Recommendation

Background and Discussion

Action:

Attachments:

1. RESOLUTION TO RATIFY OE3 General 2023
2. RESOLUTION TO RATIFY OE3 Mid MGMT & Sup 2023

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: February 28, 2023

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
MARCH 7, 2023

**RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND
THE BARGAINING UNIT OF GENERAL AND MID-MANAGEMENT
& SUPERVISORS UNITS REPRESENTED BY OPERATING
ENGINEERS LOCAL #3.**

IT IS RECOMMENDED THAT THE BOARD:

Approve resolutions to ratify the Memorandum of Understanding for the Bargaining Units of General and Mid-Management & Supervisors bargaining unit, represented by Operating Engineers Local #3 for the period of January 1, 2023 through June 30, 2023.

BACKGROUND AND DISCUSSION:

The County negotiation team has met in good faith with the bargaining team of Operating Engineers to reach a tentative agreement. The tentative agreement for the General and Mid-Management & Supervisors Unit contains the following:

1. Term of this agreement is for January 1, 2023 through June 30, 2023.

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

2. Effective November 1, 2022, the County shall contribute 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. Exhibit A provides the breakdown for Plan A, Plan B, Plan C and Plan D.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

3. Effective the first full pay period following Board adoption of this MOU, employees who opt-out of Plumas County offered health Insurance shall receive Three Hundred (\$300.00) dollars every month.

It is my recommendation that the Memorandum of Understandings are adopted and ratified by the Board of Supervisors. Thank you for your consideration.

RESOLUTION NO. 2023- _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF GENERAL UNIT REPRESENTED BY
OPERATING ENGINEERS LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the General Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the General Unit employees. The period covered under this tentative agreement is January 1, 2023 through June 30, 2023.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the General Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the General Unit has set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of March 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

RESOLUTION NO. 2023- _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF MID-MANAGEMENT & SUPERVISORS UNIT REPRESENTED BY
OPERATING ENGINEERS LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Mid-Management & Supervisors Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Mid-Management & Supervisors Unit employees. The period covered under this tentative agreement is January 1, 2023 through June 30, 2023.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the Mid-Management & Supervisors Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Mid-Management & Supervisors Unit has set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

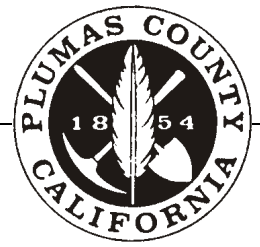
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of March 2023 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board



PLUMAS COUNTY CALIFORNIA

TO: Honorable Chair and Board Supervisors

FROM: Debra Lucero, CAO

MEETING DATE: March 7, 2023

SUBJECT: Tyler/Munis' ERP - Finance Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO and staff, Onsite (80 hours); Remote (320 hours); Project Management (52 hours); \$92,400

RECOMMENDATION

Approve the not-to-exceed \$92,400 for training as described above. Funding for this training will come from the LACTF funds. See attached Amendment to the Tyler/Munis Quotation, approved as to form by County Counsel.

BACKGROUND

After several meetings with Tyler/Munis about the Finance Implementation and Training, the company gave us a quote of \$92,400 for 80 Onsite hours; 320 Remote hours; and 52 hours of Project Management. IT, Auditor-Controller, Treasurer-Tax Collector offices would be involved in these trainings as well as the CAO and other staff as needed. We are trying to determine if a total re-implementation is going to be needed or if we can simply start at a given date in time and move forward.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND TYLER TECHNOLOGIES, Inc.

This First Amendment to Agreement (“Amendment”) is made on March 7, 2023, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and Tyler Technologies, Inc. “CONTRACTOR”) who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Tyler Technologies, Inc. entered into a written Agreement signed by the County on March 20, 2018, (the “Agreement”), in which Contractor agreed to provide certain software and associated services, including implementation services to Plumas County.
 - b. Because of a need for further training and implementation services the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Contractor will provide the following additional services, Implementation – Onsite, Implementation – Remote, and Project Management services, at the prices in the attached Sales Quotation, in an amount not to exceed \$92,400.00.
 - b. Contractor will provide County with detailed invoices for all services provided pursuant to the Sales Quotation.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 20, 2018, shall remain unchanged and in full force and effect.

Tyler Technologies, Inc.

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

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

By: _____
Name: Dwight Ceresola
Title: Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Heidi White

Approved as to form:


Sara James
Deputy County Counsel II



Quoted By: Karen Grosset
Quote Expiration: 08/21/23
Quote Name: Plumas County - ERP - Financial Implementation
Quote Description: Financial Implementation

Sales Quotation For:

Plumas County
Room 104
520 Main Street
Quincy CA 95971-9366
Phone: +1 (530) 283-6256

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Onsite	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00
Implementation - Remote	320	\$ 200.00	\$ 0.00	\$ 64,000.00	\$ 0.00
Project Management	52	\$ 200.00	\$ 0.00	\$ 10,400.00	\$ 0.00
TOTAL				\$ 92,400.00	\$ 0.00

Summary

Total Tyler License Fees
2023-389282-Z2T5N1

One Time Fees

\$ 0.00

CONFIDENTIAL

Recurring Fees

\$ 0.00

Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 92,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 92,400.00	\$ 0.00
Contract Total	\$ 92,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually

thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



PLUMAS COUNTY

CALIFORNIA County Administrative Officer

TO: Honorable Chair and Board Supervisors

FROM: Debra Lucero, CAO

MEETING DATE: March 7, 2023

SUBJECT: Mid-Year Budget Review FY 22/23

RECOMMENDATION

1. Receive the Memo and Background as information
2. Approve Budget Transfer within the Behavioral Health Dept. of \$60,000 in Other Wages.
3. Approve Supplemental Budget request from the District Attorney of \$15,632
4. Approve three Budget Transfer requests from Environmental Health of \$3,000

BACKGROUND

Plumas County continues to move forward despite five years of turmoil that began in 2019 as new financial software was being installed. These years included a worldwide lingering pandemic (Feb. 2020); the North Complex Fire (Aug. 2020); the Dixie Fire (July 2021); a significant cyber attack (Nov. 2021); and the institutional knowledge drain that resulted in the loss of 15 department heads over that same five-year period including a County Administrator.

It has been a tumultuous time yet our staff members have done incredible feats to keep things moving along and budgets on target. Plumas County, with a population of 19,915 has only one incorporated city - Portola. That means, everywhere else, we plow the roads. We fix the potholes. We run the airports. We answer emergency calls. We respond to disaster. We collect taxes. We run the jail. We run the public transit system. We assess properties. We run lighting districts. We run elections. We process documents. We maintain parks. We assist seniors. We assist veterans. We operate public buildings including memorial halls in each of our communities. We run the fair. We help indigent individuals with housing, medical needs, behavioral health concerns, food and other necessities. We assist justice-involved individuals. And much, much more. It's really quite amazing – all the different aspects of County government that are achieved with just 319 people (we have 405 positions 86 are vacant).

Our mission is to achieve a healthy, safe and vibrant community for our residents.

Today, we are assessing our financial situation after years of turmoil:

1. We are looking to **increase wages for our employees**, our most valuable resource, as we stabilize and understand where we are financially. This is essential and one of the top priorities for the Board of Supervisors. We need to attract talent to our county staff.
2. We are **identifying the problems with our financial system** to determine if a complete reinstall of the ERP Financial Munis system is necessary or we can correct issues from a certain point in time. We are gearing up for intense Munis Financial Training (Auditor-Controller/Treasurer-Tax Collector) and HR/Payroll offices.
3. We are **instituting Finance Officer trainings for departments** beginning in the next Fiscal Year on Munis, Project and Grant Management modules, general accounting practices and more.
4. We are **assessing our energy usage** of all the county buildings because nearly every department saw a substantial increase in PG&E bills – some up to 40%.
5. We are looking to **consolidate our purchasing** to get better deals and create less internal work and contracts. We want to buy local whenever possible and support our local community.

ALLOCATED POSITIONS

For review, the County has 405 allocated positions with 319 positions filled. This is a 22% vacancy rate with some of the highest vacancies in the Jail (55% vacancy rate); followed by Behavioral Health (32% vacancy rate); Social Services (28% vacancy rate); and Public Health (25% vacancy rate). While the Sheriff's Department only has 5 vacancies, it should be noted there are extenuating circumstances:

- 2 personnel on light duty
- 1 out due to injury
- 3 in training
- 1 in Academy
- 2 resignations
- 1 transferring out to another agency

ACCOMPLISHMENTS

Despite staffing difficulties, there have been many accomplishments in County Departments:

1. **Agriculture Dept.** - Secured two state contracts for noxious weed control for FY 23-24 totaling \$84,595.
2. **Assessor Dept.** – Scanning project of all real property files is complete, freeing up storage space, allowing single copy records to be backed up, improving office efficiency and customer service.

3. **Auditor-Controller** – Getting invoices/bills caught up and paid due to loss of previous Auditor-Controller and the second in command and staffing shortages.
4. **Behavioral Health** – Despite lower clinical staffing levels, BH has continued to provide services to our community without a waiting list. BH has continued supportive housing at the same level as before the Dixie Fire and expanded its Transitional Sober Living Environment by two units. BH opened the Quincy Wellness Center (formerly the Drop-In Center) in a more central location and is in talks to provide services back in Greenville and its other three wellness centers which are well utilized by the public.
5. **Building** – Filling positions and getting staff up to speed on Building Codes, processes, inspections, etc. On the code enforcement side, there has been some resolution to a couple of long-standing, difficult-to-enforce violations. Code Enforcement is working with the County Counsel's office to implement a receivership program for properties that have egregious violations, but where owners are either deceased or otherwise unable to deal with and correct the violations on their property. Also, helped Sheriff's Dept. abate three illegal cannabis grow sites in the East County. Under the Abandoned Vehicle Abatement program, 60 vehicles have been towed to date and funds have been spent down and the county and City of Portola participate in the Abandoned Vehicle Abatement program funded solely by \$1 per vehicle registration charge.
6. **County Counsel** – Settlement of the PG&E lawsuit this year. Assisted Risk Management through the transition to new leadership. Assisted the Board during the absence of a County Administrative Officer.
7. **District Attorney** – 1) 943 cases were reviewed resulting in 5,130 court appearances (excluding juvenile cases). 2) No conviction in a case prosecuted by the DA has been reversed on appeal in 12 years. 3) The Alternative Sentencing Program, which is award-winning, administers the Drug and Mental Health courts – each saving Plumas County tens of thousands of dollars and, more importantly, countless lives. 4) Two talented and experienced attorneys have joined the DA's staff after eight months of working with just one prosecutor; not a single court date was missed during that time.
8. **Environmental Health** – Great team right now despite losing six staff members for various reasons, including the director, in a six-month period from late 2020 to early 2021. The goal of EH is to protect people from harm and hazards from the food they eat, to the pools they swim in, while ensuring fuel they put in their cars and the waste they flush down the toilet does not get into their drinking water, and EH ensures that their drinking water is safe. EH is a behind-the-scenes kind of department.
9. **Clerk/Record - Elections** – Mid-year-to-date, 7,615 documents have been processed. 70 marriage licenses have been issued; 11 civil marriage ceremonies performed; 188 certified birth certificates given out, which continue to increase due to the Real ID requirements through DMV and travel restrictions being lifted due to Covid.
10. **Facility Services** – All but one allocated position is filled but low wages continue to be an issue. Many projects have been completed from HVAC systems being replaced to the installation of a pickle ball court.
11. **Fair** – In the past 14 years, there have only been two that there was not a surplus. They were small to modest but still surpluses. Between the North Complex Fire and the Dixie

Fire Camps, the Fair realized revenues of over \$1 million. Add to that a special one-time allotment from the State Fairs and Expositions of \$780,000 and the Fair has enough money to make improvements throughout the facility while still contributing to the General Fund.

- 12. Human Resources** – 1) HR has maintained cohesive and professional personnel in the department over the past two years 2) Moved to a new East Quincy location 3) Continue with ongoing recruitments and weekly new hire orientations to fill positions 4) Implemented 85/15 split for employer contribution for health insurance rates 5) \$1,500 one-time lump sum ARPA payments to essential workers, excluding department heads and elected officials 5) Offset sick leave using ARPA funds to pay for the COVID sick leave and tracked/approved the paperwork 6) DROC logistic chief operations, completed FEMA project reports. Managed 3 DROC projects 7) Re-organized the Crafts & Trades unit into their own bargaining unit – Public Works 8) Re-organized Child Support Services department with new job descriptions and wage increases 9) Developed Director of Risk Management and Safety position 10) Developed Grant Manager position to assist with grant funding opportunities for the County.
- 13. Information Technology** – Moving the county towards a security-first mindset while still promoting innovation has been the greatest accomplishment. Education of county employees to prevent breaches has been generally positively received and has already begun to make a huge difference in our last line of defense against would-be attackers.
- 14. Library** – Receiving the *Stronger Together: Improving Library Access* and finalizing the RFP and contract with the vendor to buy a bookmobile that will be used for patrons in Greenville and the surrounding areas.
- 15. Museum** – Working with the Museum Association to provide historical research and outreach for its Grave Occasion Cemetery Tour & Dinner held in September at the historic Prattville Cemetery on the shores of Lake Almanor. Despite having just one staff person, the Museum continues to provide services, documents, photos, and information to writers, scholars, filmmakers and educators and has worked with numerous families to collect and preserve their Plumas County stories and artifacts over the past several months.
- 16. Planning** – The processing of a record number of building permits and other ministerial and discretionary permits with revenue above forecast, even with staffing shortage.
- 17. Probation** – Establishing the pretrial program and moving forward with several client programming projects such as the first Probation transitional living program, despite the limited staffing.
- 18. Public Health** – 1) Still managing COVID-19 through education, testing, vaccination and treatment, making sure those who qualify for treatment – get it. 2) Home visiting, oral health, CalFresh, and services to veterans and seniors are expanding service and are on track to reach or exceed previous activity levels by the end of the fiscal year 3) The agency published an update of its strategic plan for 2022-2027 https://plumascounty.us/DocumentCenter/View/44000/PCPHA-Strategic-Plan-Update-2022-PUBLIC-VERSION_121322?bidId=. 4) An update of the 2020 Community Health Assessment capturing the effects of COVID-19 and wildfires in the years 2020-2022 is

complete and will be published soon. 5) The Community Health Improvement Plan has been launched and is expected be completed in June 2023.

19. Public Works (please see more on Public Works in CHALLENGES section below)

The greatest accomplishment this year was ability of the Department to budget and pay a 10% wage increase for the employees in order to stop the mass exodus that occurred in FY 21/22. Maintenance personnel left due to low wages and the numerous better offers they received in private industry. At the beginning this FY, the Department was down to 70% of its maintenance personnel and had 12 vacancies overall. The Department continues to recover its ranks in order to provide adequate services to the public particularly for snow removal, sanding and rock patrol. We have added 5 new full-time employees in the Maintenance Division since September 2022.

20. Risk Management – Moving this position forward and creating good/positive relationships between the county departments and our insurance companies.

21. Sheriff – Continue to provide a reasonable level of service with the lack of staffing.

22. Treasurer-Tax Collector – No information received.

REVENUE POSITION

Below is a snapshot of the General Fund's largest revenue sources with a comparison from previous years. Remember, 2023 has not yet completed while 2021 and 2022 show totals for each entire year. All departments report budgets are stable - no surprises. Any cost savings was mostly from unfilled but allocated positions. We're expecting a small increase to our tax rolls.

General Fund Major Revenue Sources (Table 1)

	2021	2022	2023
Revenue	\$19,197,471.81	\$18,938,895.06	\$15,254,692.43
2002040 - GEN SVC FUND TAXES	\$9,147,210.01	\$9,170,415.69	\$4,450,977.75
40010 - CURRENT SECURED TAXES	\$4,761,606.70	\$5,012,908.14	\$886,728.17
40020 - CURRENT UNSECURED TAXES	\$226,132.62	\$246,903.99	\$290,093.02
40040 - PRIOR UNSECURED TAXES	\$3,228.55	\$4,333.58	\$1,982.91
40050 - PENALTIES	\$57,357.02	\$56,561.37	\$14,512.92
40051 - TEETER PENALTIES	(\$2,192.03)	(\$26,339.25)	\$0.00
40060 - USE TAX	\$1,476,183.98	\$1,615,554.80	\$2,047,020.36
40064 - VLF SWAP IN-LIEU	\$1,285,150.21	\$1,364,477.27	\$0.00
40070 - TIMBER YIELD TAX	\$82,148.83	\$123,019.69	\$0.00
40080 - AIRCRAFT TAX	\$13,768.96	\$13,856.55	\$17,457.43
40090 - HOTEL TAX	\$1,200,788.35	\$700,610.81	\$1,168,724.65
40130 - SUPPLEMENTAL TAXES	\$43,036.82	\$58,528.74	\$0.00
40131 - SUPPL TAXES-SB 854	\$0.00	\$0.00	\$0.00
40170 - CDC PILT	\$0.00	\$0.00	\$24,458.29

The General Revenue fund above is shown without adjustments, i.e., Non-spendable, Restricted, Committed or Assigned funds; that's why the balance is so high - \$15,254,692.43. The Unassigned portion is what typically constitutes our General Fund although any "Assigned"

revenues can also be harnessed for General Fund needs. The Fund Balances below are shown in the June 30, 2021 annual audit – our last completed audit.

Our FY 21-22 annual audit is due March 31, 2023 but our Auditor-Controller and Treasurer-Tax Collector said they will be unable to hit that deadline due to many uncompleted tasks, staffing shortages, and a financial system that is not functioning to its full potential.

The Unassigned General Fund is at about \$8.6 million or 35% of total General fund expenditures. The “Assigned” portion showed \$3.1 million. These are the totals from June 30, 2021.

Fund Balance (Table 2)

FUND BALANCES

Nonspendable	865,560
Restricted	1,839,975
Committed	2,052,749
Assigned	3,138,002
Unassigned	<u>8,666,148</u>

\$3.6 million in American Rescue Plan funding (ARPA) is included in the General Revenue Table 1 above and was allocated by the Board of Supervisors in the following manner:

Administration/Facility Services – \$120,724: The funds were earmarked to pay for the assistance of the California Health Collaborative; a TOT audit; air scrubbers, and reimbursement for increased janitorial services during the pandemic.

Engineering – \$286,000: The funds were to be used for the Beckwourth sewer pump and the Blairsden bridge project. The sewer project has been completed, but went over budget and the county is pursuing ways to pay the difference. The Blairsden bridge project is set for mid-2024.

Human Resources – \$1.274 million: The funds were designated for a one-time \$1,500 stipend for essential workers, and reimbursement for sick time due to COVID. The board also approved the use of the funds to hire a grant manager.

Information Technology – \$300,000: IT planned to use the funds to update the county’s cyber security and other related hardware and software items.

Library – \$24,794: The money will be used to improve digital access and services including e-books and e-audiobooks.

Sheriff/Jail – \$707,521: The money was earmarked to purchase two new transport vans equipped with airborne particle mitigation, and update the computer system including the emergency response system. The vans have been ordered and are expected to be delivered in mid to late 2023; and the computer system installation is proceeding.

Broadband – \$400,000: Broadband access and business grants were two public priorities.

Business/Community grants – \$540,000: These funds would be used to offset COVID-related losses. Grants are expected to be solicited at the end of the first quarter.

Not included in General Fund Revenue (Table 1) are the following pots of money:

- **\$3,770,368 in Local Assistance and Consistency Tribal Fund (LACTF)** – These funds have been received but are not showing in the General Fund revenues above. We're unsure of why these funds are not showing but they are here. The Board allocated these funds to the 85/15 split with employees to ease the health care insurance burden. That cost is approximately \$710,000 annually to the county. We have calculated these funds could help us for the next six to seven years with insurance increases. This is the first of two payments of LACTF funds for a total of \$7.4 million; we have not received the second tranche of funds. Most counties are utilizing these funds for one-time expenditures, not on-going costs such as healthcare but there are no restrictions except that they cannot be utilized for lobbying.
- **\$163,772.12 Opioid Settlement Funding** Received March 1, 2023 (Restricted)
- **\$7,799,184 in PG&E Settlement Funds** Not yet received - (General Fund monies with no restrictions but guidelines will be established by the Board of Supervisors for these one-time funds)

EXPENDITURES

Overall, we have seen increases in overtime wages due to staffing shortages. We will also see a need for training and accounting assistance in our financial departments to overcome our current financial system crisis – these costs could run \$350,000-\$500,000 to resolve. LACTF and/or PG&E funds could be used to offset the costs of re-installing software and training staff throughout the organization. Additional software modules will be needed as well.

Other specifics mentioned by Departments include (this list is not exhaustive but gives an idea of the types of needs):

- **Ag Department** – Truck (\$50,000) / Equipment shed/garage (\$50,000) budgeted.
- **Auditor-Controller** – New computers in the next fiscal year – no upgrades have occurred in that office for years.

- **Facility Services** - \$618,000 in Capital Improvement projects and other needs (some of this is budgeted; most is not). A replacement schedule of aging HVAC systems and deferred maintenance is forthcoming.

CHALLENGES

- **Ag Department** - Difficulty meeting the requirements of the state and federal programs. This has been a problem for several years – meeting the County’s Maintenance of Effort that is required by code – mostly due to staffing levels and pay.
- **Assessor** – Challenged in determining values of real and personal property, changes of ownership, Homeowner’s Exemptions, etc. while having 2 vacant positions.
- **Auditor-Controller** – Lack of trained staff, procedures, knowledge of financial software.
- **Behavioral Health** - In the 22-23 budget year, there are 46 approved and funded positions with 34 filled at mid-year. Without adequate clinical staffing levels, this decreases our ability to provide services and to generate revenue. Our staff have to do “double duty” which adds to stress levels.
- **Building** – 1) Need for a functioning Code Enforcement software program could greatly reduce the time officers spend on documentation with multiple programs and would allow them to handle more cases while mainstreaming the documentation process. 2) Camping, typically the use of RV’s not related to the Dixie Fire, continues to take a great deal of Code Enforcement time to investigate and enforce. 3) The Dixie Fire has produced several additional code enforcement cases to an already large workload. As time goes on, this is anticipated to become more of a problem. 4) Keeping high-mileage vehicles running and safe for operation. 4) Maintaining contracts for towing companies has been difficult for a variety of reasons. 5) The only approved dismantler in the county lost their business in the Dixie Fire.
- **County Counsel** – The number of new department heads who are unfamiliar with county policies, procedures and contracts have increased the number of hours County Counsel has needed to train.
- **District Attorney** – 1) The pandemic and Dixie Fire have elevated the level of struggle we see in defendants suffering from mental health and/or substance abuse issues. This taxes our traditional prosecution platform as well as the Alternative Sentencing Program. 2) The transition and understaffing in the Sheriff’s Office is detrimentally impacting other criminal justice partners and the public’s safety. 3) Support departments are allowed to provide support (in our efforts to directly serve the taxpayer) as they see fit and without consistency, oversight or evaluation.
- **Environmental Health** – Recruiting and retaining qualified employees
- **Facility Services** – Increased costs for cleaning supplies, fuel, electricity; HVAC units reliant on R22 refrigerant are obsolete and will need to be replaced; Greenville Trailer Park continues to run over-budget.
- **Fair** – The top challenge is time. There are only two full-time people. We’re looking for people to train.

- **Human Resources** – 1) Munis transition with limited resources to assist with the increased workload; 2) Unrealistic expectations of what the HR staff can accomplish with our current workloads 3) Departments who continue to ignore the rules regarding personnel matters, policies and procedures.
- **Information Technology** - Completion of the ERP Finance and HR/Payroll systems has been a primary challenge.
- **Library** - Recruitment for the unfilled but extremely necessary Librarian position; despite this, our staff have managed to expand our programs and services and pursued several grants for the fiscal year.
- **Museum** – Lack of personnel at the Museum and balancing the Museum and Museum Association workloads with only one person on staff who performs the work of three different full-time positions. Balancing administrative duties with the museum exhibit and collections duties while being tied to the front reception counter for the most part, has been challenging, and some duties have had to take a back seat resulting in a backlog of collections. A full-time Assistant Director position is needed.
- **Planning** – 1) Unstaffed with only 2 of 4 technical planning positions filled, as a result, difficult to keep up with workload without working additional hours 2) Significant amount of time (60-70%) Planning Director devotes to wildfire recovery takes away from the many other Planning Department roles and responsibilities 3) Fiscal grants management working with the Auditor's office
- **Probation** – Of 17 positions allocated, 6 are vacant and one Full-time equivalent is on extended leave. None of the part-time positions are filled. Staff turnover has become a major issue in the past two years with several key positions, name Deputy Probation Officer III's leaving the department for better opportunities. Fewer officers means covering challenging workloads, leading to burnout. This, paired with some of the lowest rates of pay for Probation Officers in the state, makes it difficult to attract qualified applicants and retain them for any significant period of time.
- **Public Health** – Staff retention is likely to continue to be a challenge; current staff are experiencing burnout and feeling pressure to do more work with less support and no additional compensation.

- **Public Works –**

The immediate Top Challenge will be to recruit and retain skilled employees. This will require the Road Department to continue to improve wages. The Department has updated its wage survey as of December 31, 2022. The survey will continue to be updated as we work through our proposed budget for FY 23/24. Some level of a wage increase % will be included in FY 23/24 Budget.

The second top challenge is future costs of the Dixie Fire to roads in Greenville. FEMA only funded repairs for pavement that was visibly distorted by burning cars or burning trees. They do not recognize the long-term effects top asphalt after they have been super-heated in a wild-fire or surrounded by burning buildings. The secondary effect of the fire has been even more damaging. The efforts to undergrounding electrical facilities is commendable but it results in trenches being cut through almost every road within the community. In addition, IVCSD has funding to repair and upgrade their water system which is also commendable. However that is another set of trenches for mains and laterals up and down every street. There is no funding from FEMA for reconstructing the pavements. The utilities will of course patch their trenches but the end result of extensive utility cuts is a shortened pavement life, rough ride, problems with snow plowing and two cracks on either side of every trench to let water and ice penetrate and cause further damage. The Department estimates that the need for pavement repairs could reach \$5 million in today's dollars within the next five years.

The third Top Challenge is the new jail construction project which continues to be a challenge for the Department at multiple levels. Public Works serves as the County Department responsible for oversight on the project. That request was made by PCSO and approved by the Board during the previous Director's tenure. Monitoring the budget and the schedule has been complicated as the design-build contract team appear to have never worked in an environment where construction shuts down for winter. We continue to monitor cost increases in materials and subcontracting. No significant monetary change orders have come to light yet as this is a design-build contract and there are many avenues for adjusting costs. A report to the Board has been requested of PCSO's construction management consultant, CGL, for late March-early April.

PUBLIC WORKS is also responsible for the following ... see challenges and accomplishments for the Community Service Areas, Divisions and Transportation Commission below:

1. Beckwourth Community Service Area (BCSA)

The top challenge for BCSA is keeping the existing facilities operational within budget until the collection system and the pump station can be upgraded. Further repairs due to breakdowns will undoubtedly lead to further loans from the General Fund. Currently BCSA owes the GF \$41,000 plus interest for loans taken in 2016 and 2017.

The greatest accomplishment was staff's hard work to be awarded a State Water Board grant (\$397,425) for the design of the improvements to BCSA's sewage collection and treatment system. The project is currently underway and scheduled to be completed by April 2024. At that staff will be pursuing a construction grant through the same program.

The grant, however, required a cash flow need to be able to operate while awaiting reimbursements. A \$100,000 loan was obtained from Golden State Finance Authority (GSFA) for this purpose. That loan is due to be paid back on 6/30/23. Staff are currently looking for an extension of term due to delays in design caused by weather preventing field survey work from being completed on time.

2. Crescent Mills Lighting District (CMLD)

The top challenge for CMLD is to clear up the confusion over which lights are in the District and which are not. Prior to 2021, the former Public Works Director and the former Manager of the Indian Valley Community Services District engaged in contest of trying to get lights on their respective PG&E bills transferred to the other agency. This activity began shortly after a public election denied any increase in property tax to pay for CMLD's electric bills and after the County canceled its 25% contribution to IVCSD for road lighting costs. Staff continues to periodically work on correcting the lighting inventories. IVCSD is currently being billed incorrectly for 9 out of the 15 lights in CMLD. Staff will endeavor to work with IVCSD to correct lighting inventories and the PG&E billings between the two agencies.

The Road Department's decision to take on the costs of public road street lighting bills was CMLD's greatest accomplishment. The Road Department contributed gas tax funds for public road lighting for the safety of all modes of traffic utilizing County Roads in CMLD. Shutting off the lights was not considered an option by Road Department staff. The Road Fund therefore paid all past due bills, the costs of the failed election and now contributes to the CMLD budget to cover PG&E electricity costs over and above what the CMLD collects from property tax annually (\$800+/-). Currently CMLD has adequate cash and annual property tax to go four years without further contributions from the Road Fund.

3. Plumas County Engineering Department

The top challenge for the Engineering Department in the next 4-5 years will be the replacement of the consultant County Surveyor. Tom Hunter (former Plumas County Public Works Director) currently serves as the contract County Surveyor for the consultant Willdan. The costs associated with using Tom's services are very low and reasonable but that may not remain the case in the future. Should Tom seek to retire completely from this activity, the Department will need to have a plan in place to have a County Surveyor (employee or consultant) onboard.

The greatest accomplishment has been keeping our current staff to continue to provide the services needed by local development and the public at large. In addition, the Department has kept the General Fund contribution to the Engineering Department's budget consistent year-to-year. Currently we are forecasting the General Fund contribution to be \$76,000 for the year. By comparison the GF contribution in FY 19/20 was \$80,000.

4. Plumas County Flood Control and Conservation District

The District's Top Challenge this fiscal year has been to develop the Watershed Forum and developing the grant program for the use of the Monterey Settlement "A" funds. It has been a very lengthy process working with Department of Water Resources and the State Water Contractors to create a grant program that meets the goals of the Monterey Agreement for the County's watershed.

The District's greatest accomplishment has been the efforts made to get closer to fiscal stability. Assistant Director Rob Thorman has been working with DWR to complete the Plumas Amendment to grant the ability for the District to sell surplus water outside the County when available in the future to provide funding for the District's day-to-day operations over the long term. Rob has developed a budget for discretionary Monterey Settlement "B" funds to be used for operations through FY 30/31.

5. Plumas County Transportation Commission

PCTC's top challenge has been trying to get financial audits completed by State deadlines due to issues with the accounting system MUNIS and the turnover at the Auditor's Department. Both the FY 20/21 and FY 21/22 audits have been delayed awaiting the County audits to be completed.

The greatest accomplishment this year has been to continue to provide free transit for all through the use of the Low Carbon Transit Operations Program fund allocations from the State. The State lifted restrictions on fare box recovery requirements during COVID and Jim Graham, Executive Director, has made it a priority to continue to provide free transit. In addition, he successfully completed the acquisition of three new replacement buses (\$570,000) for the fleet through an FTA grant.

6. Quincy Lighting District

PCTC's top challenge has been trying to get financial audits completed by State deadlines due to issues with the accounting system MUNIS and the turnover at the Auditor's Department. Both the FY 20/21 and FY 21/22 audits have been delayed awaiting the County audits to be completed.

The greatest accomplishment this year has been to continue to provide free transit for all through the use of the Low Carbon Transit Operations Program fund allocations from the State. The State lifted restrictions on fare box recovery requirements during COVID and Jim Graham, Executive Director, has made it a priority to continue to provide free transit. In addition, he successfully completed the acquisition of three new replacement buses (\$570,000) for the fleet through an FTA grant.

7. Department of Public Works Solid Waste Division

The Division's greatest challenge continues to be the effort needed to work cooperatively with Franchise Contractor for Area #1, Feather River Disposal (Waste Management). The relationship has adversarial at times. The relationship continues to impact the County's ability to implement green waste programs in FRD's franchise area (western and northern Plumas County). The franchise contract is in effect until 2027.

Staff recently processed an MOU with FRD to continue to run the green waste program at the Chester Landfill as has been done since 2017. Last year Public Works staff implemented an internal audit of the program and challenged FRD's operation and management of the program over the last five years, FRD requested a letter stating that the County had dropped their concerns and requested a new Green Waste Program MOU for their legal review. Staff's goal is to have the program in operation by April 28, 2023. The program is operational Fridays and Saturdays from the end of April to October.

The Chester green waste program, however, continues to be a drain on manpower for the Chester Maintenance crew causing them to lose one 10-hour day a week to the green waste program over the entire season May-October. It would be difficult contract it out. The work requires an excavator and D-8 one day per week. Contractors can't afford to leave there idle the rest of the week and we can't afford to pay mobilization/demobilization every week. These issues have invoked review of the purchase of a tub grinder unit to grind and condense the green waste. The unit that would be needed, however, costs around \$900,000.

The Division's greatest accomplishment has been to implement measures to reach closer to compliance SB 1383 (state unfunded mandate to reduce emissions of short-lived climate pollutants (SLCP) by reducing organic waste disposal). Plumas County slightly ahead of the game in reaching compliance with this legislation when compared to most rural counties in Northern California. This is in great part due to the Solid Waste Manager's position remaining filled and productive since August 2021 with the arrival of Sean Graham.

8. Walker Ranch Community Services District

The greatest challenge for WRCSD is to reinstatement the stand-by fees and the need to implement increases in both water and sewer fees to cover the costs of needed maintenance and capital improvement projects. The stand-by fees were waived by the Board in 2009 due to the economic downturn. Staff currently are updating the Engineer's Report cost estimates for the fee increase calculations while also researching Prop. 218 requirements with County legal counsel.

Staff's greatest accomplishment has been the resurrection of the Engineer's Report after it languished for years and getting it to 90%-95% completion level. The report is critical to the future function of WRCSD and will provide direction and recommendations to the Board.

- **Risk Management** - This is a new position with limited direction at this point.
- **Sheriff** – Greatest challenge continues to be the lack of staffing and poor wages.

- **Social Services** – Critical impact of lack of staff is particularly evident in our Eligibility and Employment Services units. Despite this, the unit continues to meet the eligibility needs of the community.
- **Treasurer-Tax Collector** – No information received

CONCLUSION

The County of Plumas is in a good financial position at this point in time based on all the available information. The Mid-Year Review was an opportunity to interact with the County Department Heads, learn their style of reporting and take a look at the various aspects of each department. It's a prelude to the budget process that is coming for FY 23-24.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER _____

(Auditor's Use Only)

Department: _____ Dept. No: _____ Date _____

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total (must equal transfer to total)				_____

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total (must equal transfer to total)				_____

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) _____

B) _____

C) _____

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.

TRANSFER NUMBER
(Auditor's Use Only)

Dept. No.: 703407

Date: 2/8/23

- Approval Required

- Board
Board
Board
Auditor
Auditor

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL,
(NEW UNBUDGETED REVENUE))

TRANSFER TO:

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 account 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) Supplemental Revenue from Plumas Superior Court.
- B) Supplemental revenue, not a transfer
- C) Funding is available this fiscal year only.
- D) Unanticipated grant award.

Approved by Signing Authority. _____

2/8/2023

_____/ Approved/Recommended

_____/ Disapproved/Not Recommended

County Administrative Officer: _____

Signature

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board signature _____

Date Entered by Auditor Controller _____

Initials _____

Original and 1 copy of ALL 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.

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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.

TRANSFER NUMBER
(Auditor's Use Only)

Date 3/2/2023

Approval Required

- Board
Board
Board
Auditor
Auditor

SUPPLEMENTAL REVENUE ACCOUNTS

\$ Amount

1,000.00

1,000.00

SUPPLEMENTAL EXPENDITURE ACCOUNTS

\$ Amount

1,000.00

1,000.00

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date 3/2/2023

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
	2055052	521900	Professional Services	1,000.00
Total (must equal transfer to total)				1,000.00

☐ **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
	2055052	527400	Travel - In County	1,000.00
Total (must equal transfer to total)				1,000.00

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) Insufficient budgeted funds due to increased fuel costs.

B) Professional services budget will not be exhausted due to work efficiency by contracted personnel.

C) Budget transfer request for mid-year budget review.

D) N/A

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:

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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.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date 3/2/2022

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
	<u>2055052</u>	<u>521900</u>	<u>Professional Services</u>	<u>1,000.00</u>
Total (must equal transfer to total)				<u>1,000.00</u>

☐ **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
	<u>2055052</u>	<u>520902</u>	<u>Vehicle Maintenance</u>	<u>1,000.00</u>
Total (must equal transfer to total)				<u>1,000.00</u>

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.

A) Insufficient budgeted funds to maintain Env Health vehicles

B) Professional services budget will not be exhausted due to work efficiency by contracted personnel.

C) Budget transfer request for mid-year budget review.

D) N/A

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

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.