



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

APRIL 18, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

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 Pentamation, 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. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Agreements between Plumas County Behavioral Health and the following employees of Plumas County Behavioral Health: Jessica McGill, Matthew Ward, Eliza Fletcher and Gary Sanderson for the MHSA Workforce Education and Training Behavioral Health Employee Loan Assumption Program. A Workforce Education and Training program (WET – 70579) described in the current, approved MHSA Program and Expenditure Plan, 21-23; not to exceed \$10,000.00 per Agreement; approved as to form by County Counsel. [View Item](#)

B. SOCIAL SERVICES DEPARTMENT

- 1) Authorize the Director of Social Services to recruit and fill funded, and allocated; 1.0 FTE Social Worker Supervisor I/II position. [View Item](#)

C. PUBLIC WORKS

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works Department and Ferrellgas, Inc. dba Brown's Gas Company, Inc. as the successful bidder for Propane Fuel; effective January 1, 2023; not to exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00); approved as to form by County Counsel. [View Item](#)

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. ADJOURN AS THE BOARD OF SUPERVISORS AND CONVENE AS THE QUINCY LIGHTING DISTRICT GOVERNING BOARD.

- 1) Approve and authorize a supplemental budget increase for the Quincy Lighting District budget unit 26040 in the amount of \$43,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund; discussion and possible action. **Roll call vote** [View Item](#)

B. ADJOURN AS THE QUINCY LIGHTING DISTRICT GOVERNING BOARD AND CONVENE AS THE CRESCENT MILLS LIGHTING DISTRICT GOVERNING BOARD.

- 1) Approve a supplemental budget increase for the Crescent Mills Lighting District budget unit 26020 in the amount of \$2,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund; discussion and possible action. **Roll call vote** [View Item](#)

C. ADJOURN AS THE CRESCENT MILLS LIGHTING DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. COUNTY COUNSEL - Gretchen Stuhr

- 1) Adopt **RESOLUTION** pursuant to Personnel Rule 1.05 amending and clarifying the Personnel Rules and approving the "Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules" and "Clarification of Personnel Rules – Deferred Holidays"; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

B. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Adopt **RESOLUTION** naming the Director of Public Health agency as the Board of Supervisors Authorized representative approved to ratify and sign an Agreement between Plumas County Public Health and Lassen-Sierra-Plumas Community Action Agency accepting the Community Service Block Grant (CSBG) funds in the amount of \$15,000.00 to fund specific services and activities through Plumas County Senior Services; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

C. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt a **RESOLUTION** authorizing the Plumas County Sheriff's Office to apply for and participate in the Federal Surplus Program (DGS- Department of General Services); approved as to form by County Counsel. **Roll call vote** [View Item](#)
- 2) Approve and authorize a fixed asset purchase for replacement Snowcat Tracks from Kassbohrer All-Terrain Vehicles using the Sheriff's AB443 funds for an amount not to exceed \$10,000.00; discussion and possible action. **Roll call vote** [View Item](#)

D. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Adopt **RESOLUTION** authorizing the County Librarian to sign a grant Agreement and distribute \$5,364.00 funded by the California State Library Grant Program. With this grant, the Library is able to visit each community site at least three times during the 2023 summer to provide activities, books, and STEAM-related programming to Plumas County youth while they pick up necessary summer meals; approved as to form by County Counsel; discussion and possible action.
Roll call vote [View Item](#)

E. PLANNING - Tracey Ferguson

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County and Workbench to provide professional services for the design and development of ADU construction plans that have been pre-plan checked by the Plumas County Building Department for the term of April 18, 2023 to September 30, 2023; not to exceed \$103,000; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) **10:00 AM - TIME CERTAIN PUBLIC HEARING:**
Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - “Prime Opportunity Areas”; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

F. PUBLIC WORKS - SOLID WASTE - John Mannle

- 1) **10:15 AM - TIME CERTAIN PUBLIC HEARING:**
Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on April 11, 2023, adding Chapter 14 of Title 6 of the Plumas County Code relating to the Plumas County Organic Waste Disposal reduction; approved as to form by County Counsel; discussion and possible action. **Four/ fifths roll Call Vote** [View Item](#)

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. The County Administrative Officer's weekly update and report.
- B. Information regarding the United Way of Northern California and Plumas Rural Service's partnership providing information and referral services for the Dixie Fire Recovery, and the continued evolution and development of the 211 Information and Referral Services towards 24 hour, 211 services, in Plumas County; discussion, direction and possible action. [View Item](#)

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Morrea Stout to the Planning Commission as the District 2 Representative, as recommended; discussion and possible action.

B. CORRESPONDENCE

C. INFORMATIONAL ANNOUNCEMENTS

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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 courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000, and Dame Shirley Plaza, Main St., APN 115-053-001
- 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 pursuant to Subdivision (d)(1) of Government Code §54956.9 – Forest Service Employees for Environmental Ethics v. United States Forest Service, United States District Court for the District of Montana, Missoula Division, Case. No. 9:22-CV-168-DLC
- G. Conference with Legal Counsel: Claim against the County filed by Colten Fletcher on April 6, 2023.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Special Meeting on Tuesday, April 25, 2023, at Plumas Bank, 121 Crescent St, Greenville, California 95947

**TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS
IS DEDICATED IN MEMORY OF
BINK HUDDLESTON**



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: April 18, 2023

SUBJECT: Approve and authorize the Chair to sign Agreements between Plumas County Behavioral Health and the following employees of Plumas County Behavioral Health: Jessica McGill, Matthew Ward, Eliza Fletcher and Gary Sanderson for the MHSA Workforce Education and Training Behavioral Health Employee Loan Assumption Program. A Workforce Education and Training program (WET – 70579) described in the current, approved MHSA Program and Expenditure Plan, 21-23; not to exceed \$10,000.00 per Agreement; approved as to form by County Counsel.

Recommendation

Requesting the Board of Supervisors approve and authorize the Chair to sign 4 Service Agreements in the amount of \$10,000, between the County and current employees of Plumas County Behavioral Health for the MHSA Workforce Education and Training *Behavioral Health Employee Loan Assumption Program*. A Workforce Education and Training program (WET – 70579) described in the current, approved MHSA Program and Expenditure Plan, 21-23

Background and Discussion

Plumas County has identified a need for greater local incentives in efforts to “grow our own” licensed behavioral health staff for hard-to-fill and -to-retain clinical and other staff positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department is offering a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in hard-to-fill positions within the Department. Such positions may include, but are not limited to, degrees such as a Master in Social Work (MSW), that lead to continued employment of licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as psychiatric nurse practitioners and professional administrators – who choose to work for a local public mental health plan.

The program will enroll up to six Department employees through a competitive application process, for up to \$10,000/per year of loan assumption paid by the Department for each employee who has demonstrated completion of the equivalent of twelve continuous months of full-time employment. The mandated MHSA lifetime maximum per employee is \$60,000 combined, whether they apply for local WET funds or through the statewide competitive program. Having a local loan assumption program allows for PCBH to offer this incentive regardless of reauthorization to of the statewide program.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850(a), which states, “Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level.” No General Fund monies will be used for this program. The Service Agreement has been approved to form by County Counsel.

Action:

Requesting the Board of Supervisors approve and authorize the Chair to sign 4 Service Agreements in the amount of \$10,000, between the County and current employees of Plumas County Behavioral Health for the MHSA Workforce Education and Training *Behavioral Health Employee Loan Assumption Program*. A Workforce Education and Training program (WET – 70579) described in the current, approved MHSA Program and Expenditure Plan, 21-23

Attachments:

1. 3203_001

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Interim Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Jessica McGill

Title/Position: Quality Assurance and Compliance Manager

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Advantage - Federal Student Loan Servicing
(Financial Institution Name)

PO Box 300001, Greenville, Tx 75403-3001
(Financial Institution Mailing Address)

9239422902

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

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as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 1/1/2022
12/31/2022. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

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Sharon Sousa – Interim Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health Interim Director, and I understand and agree to the conditions set forth herein.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Sharon Sousa, Interim Director

Date

Dwight Ceresola
Chair, Board of Supervisors

Date

Attest to:

Heidi White
Clerk, Board of Supervisors

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Sharon Sousa – Interim Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

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Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Matthew Ward

Title/Position: Behavioral Health Therapist

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

US Department of Education (798581)
(Financial Institution Name)

PO Box 790321, St. Louis MO 63179-0321
(Financial Institution Mailing Address)

Payment Reference Number: 165547937010202

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

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as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 1/1/2022
12/31/2022 Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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Sharon Sousa – Interim Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health Interim Director, and I understand and agree to the conditions set forth herein.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Sharon Sousa, Interim Director

Date

Dwight Ceresola
Chair, Board of Supervisors

Date

Attest to:

Heidi White
Clerk, Board of Supervisors

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Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: ELIZA FLETCHER

Title/Position: NURSING SUPERVISOR

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

AID VANTAGE - Dept of Loan SERVICES
(Financial Institution Name)

PO Box 4450, PORTLAND OR 97208-4450
(Financial Institution Mailing Address)

9506125722-1

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

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as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 1/1/2022
12/31/2023. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

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Sharon Sousa – Interim Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health Interim Director, and I understand and agree to the conditions set forth herein.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Sharon Sousa, Interim Director

Date

Dwight Ceresola
Chair, Board of Supervisors

Date

Attest to:

Heidi White
Clerk, Board of Supervisors

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BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

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Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Gary Sanderson

Title/Position: Alcohol and Drug Administrator

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage- Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450 Portland, OR 97208

(Financial Institution Mailing Address)

9157224900

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

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as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 11/1/2022
12/31/2022. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Interim Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health Interim Director, and I understand and agree to the conditions set forth herein.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Sharon Sousa, Interim Director

Date

Dwight Ceresola
Chair, Board of Supervisors

Date

Attest to:

Heidi White
Clerk, Board of Supervisors



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: APRIL 5, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 18, 2023, CONSENT AGENDA

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER
SUPERVISOR 1/11POSITION AS SOON AS ADMINISTRATIVELY POSSIBLE

It is Recommended that the Board of Supervisors:

Authorize the Department of Social Services to fill a vacant and funded Social Worker Supervisor 1/11position as soon as administratively possible.

Background and Discussion

The Social Worker Supervisor 1/11position in the Department of Social Services is a single, one-of-a-kind position. This position is responsible for supervising five Social Workers who are assigned to the Department's Child Welfare Services programs including Emergency Response Child Protective Services. There are two levels for this position. The Social Worker Supervisor II is distinguished from the I because the II level requires a Master's Degree in Social Work (MSW) or must be a Licensed Clinical Social Worker (LCSW). The position became vacant due to the prior incumbent moving out of state.

Financial Impact

As explained in more detail in the enclosures, the position is fully funded by state, federal and Realignment dollars. There are no General Fund dollars utilized to support this position.

Copies: DSS Management Staff

Enclosures

Position Classification: Social Worker Supervisor 1/11- Child Protective Services

FTE: 1.00

Budgeted Position: Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program. This allocation of funds is specifically for Child Welfare Services. It cannot be spent on other programs.

Mandated Program: Yes.

Child Welfare Services is a state-mandated, county-administered program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

Position Description:

This position is responsible for supervising the Child Protective Services Social Workers that perform the investigation of allegations of abuse or neglect of children. The incumbent reviews all allegations and investigations and assists Social Workers in making decisions about child safety. The incumbent reviews all Court documents and petitions and assists with determining whether families have made sufficient progress toward achieving case plan goals. The incumbent is the primary liaison with the Plumas County Superior Court regarding Child Protective Services. 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 1992 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 Supervisor- 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 this summer?

Answer: The position is assigned duties that include public protection, specifically, abused and neglected children. This is a mission critical position.

- How long has the position been vacant?

Answer: The position became vacant effective March 22, 2023 .

- 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 Protective Services is a mission critical function. Absence of a supervisory position can add to the risks associated with determining the level of child safety present in a home situation.

- 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.

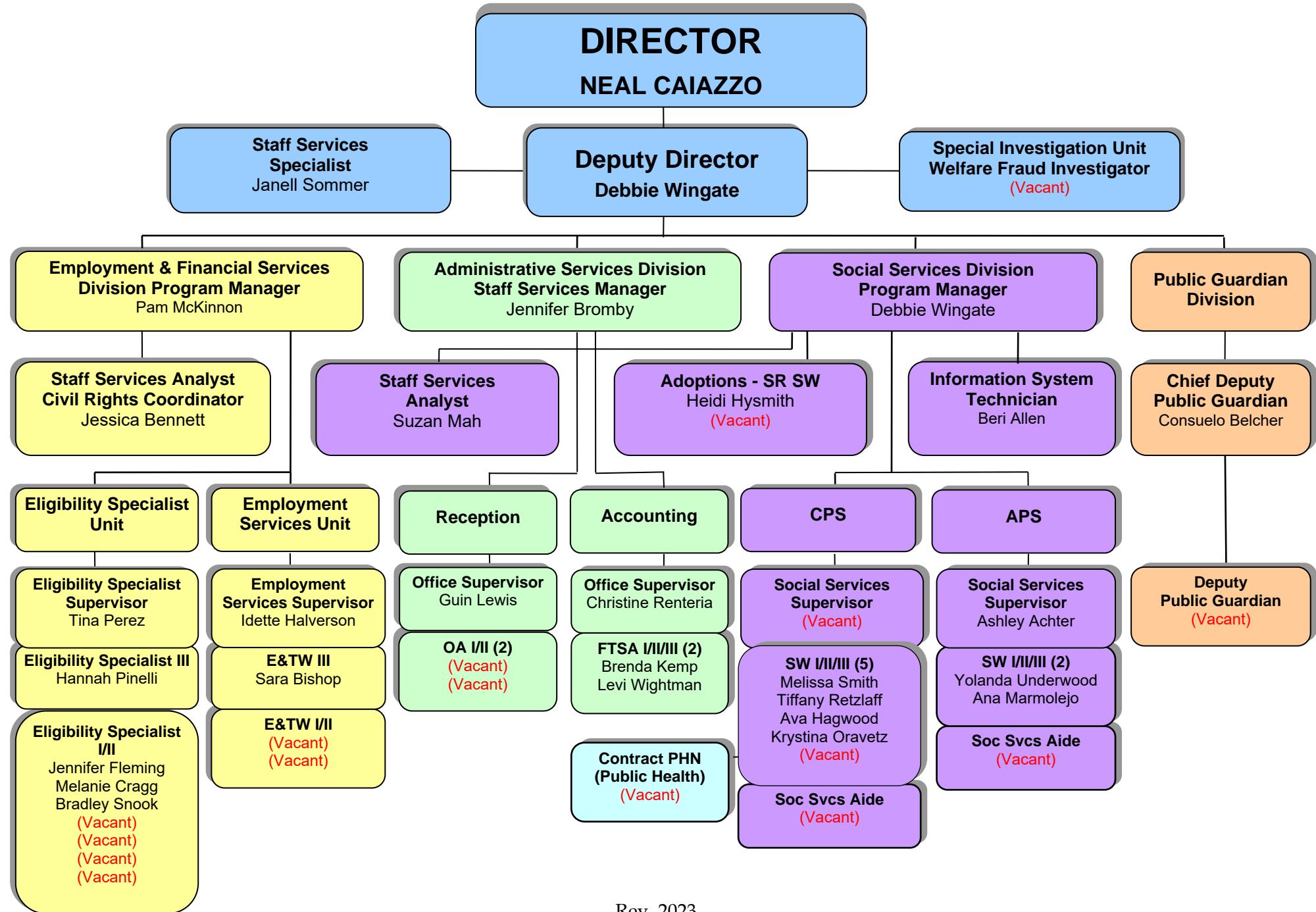
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 18, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works Department and Ferrellgas, Inc. dba Brown's Gas Company, Inc. as the successful bidder for Propane Fuel; effective January 1, 2023; not to exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00); 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 a purchase agreement with Ferrellgas, Inc. dba Brown's Gas Company, Inc. in the amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00) retroactive to January 1, 2023

Background and Discussion

This Agenda Request pertains to the need by the Department of Public Works to purchase propane fuel as identified in the FY22/23 annual budget.

The anticipated cost of the fuel and heating oil, following staff reviews of the submitted bids received on December 1, 2022 is not expected to exceed \$15,000 for the 2023 calendar year as outlined in the attached purchase agreement.

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

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 30, 2022.

Action:

Award of Purchase Agreement for Propane Fuel from Ferrellgas, Inc. dba Brown's Gas Company, Inc. in the amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00) retroactive to January 1, 2023

Attachments:

1. Service Contract w/ Browns Gas

Contractor 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 Works Department (hereinafter referred to as "County"), and Ferrellgas, inc. dba Brown's Gas Company, 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 **Fifteen Thousand Dollars and No/100 (\$15,000.00)**.
3. **Term.** The term of this agreement shall be from January 1, 2023 through December 31, 2023; unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

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

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

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

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

County:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Brown's Gas Company, Inc.
P.O. Box 469
Marysville, CA 95901
Attention: Chris Hall

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Ferrellgas, Inc. dba Brown's Gas Company,
Inc.,
a California Corporation

By: _____
Name: James Ferrell
Title: CEO
Date signed:

By: _____
Name: Tamria Zertuche
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: John Mannle
Title: Public Works Director
Date signed:

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

4/4/2023

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Contractor shall deliver propane gas to the LaPorte Maintenance Yard located at 2020 Church Street, LaPorte, CA 95981

Delivery of propane gas will be delivered in amounts to keep the County's tank on a "keep full" basis. Tank size for LaPorte is 1,000 gallons.

EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus
 - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
 - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Fifteen Thousand dollars and no cents (\$15,000.00).
3. 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 the Contractor under this Agreement which have been completed to the County's sole satisfaction.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 18, 2023

SUBJECT: Approve and authorize a supplemental budget increase for the Quincy Lighting District budget unit 26040 in the amount of \$43,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund; discussion and possible action. Roll call vote

Recommendation

The Manager of the CMLD respectfully recommends the Governing Board vote to approve a supplemental budget increase for the Quincy Lighting District budget unit 26040 in the amount of \$43,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund

Background and Discussion

On September 30, 2022, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2022-2023.

Not included in the budget was a repayment of a loan that QLD received from the General Fund in 2017.

The Manager would like to pay off the loan from the General Fund, along with related interested in the 22/23 fiscal year. The District is proposing to spend down its cash balance, which is currently around \$98,000.

The attached budget transfer has been reviewed and approved by the County Auditor

Action:

Approve a supplemental budget increase for the Quincy Lighting District budget unit 26040 in the amount of \$43,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund

Attachments:

1. QLD - Signed Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

89/1080

TRANSFER NUMBER
(Auditor's Use Only)

Department: Quincy Lighting District

Dept. No: 0204

Date 3/31/2023

(Auditor's Use Only)

The reason for this request is (check one):

Approval Required

- 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

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)

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

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) Transfer out and utilities are higher than anticipated

B) Spending down cash balance to fund supplemental expenditures.

C) Invoices must be paid in FY 22/23. Also want to repay general fund loan in FY 22/23

D) Spending down cash balance.

Approved by Department Signing Authority: Damien Frnk

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: Mark M

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: 4/7/23

Initials ASL

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

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

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 18, 2023

SUBJECT: Approve a supplemental budget increase for the Crescent Mills Lighting District budget unit 26020 in the amount of \$2,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund; discussion and possible action. Roll call vote

Recommendation

The Manager of the CMLD respectfully recommends the Governing Board vote to approve a supplemental budget increase for the Crescent Mills Lighting District budget unit 26020 in the amount of \$2,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund.

Background and Discussion

On September 30, 2022, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2022-2023.

Not included in the budget was a repayment of a loan that CMLD received from the General Fund in 2017.

The Manager would like to pay off the loan from the General Fund, along with related interested in the 22/23 fiscal year. The District is proposing to spend down its cash balance, which is currently around \$17,000.

The attached budget transfer has been reviewed and approved by the County Auditor.

Action:

Approve a supplemental budget increase for the Crescent Mills Lighting District budget unit 26020 in the amount of \$2,000.00 in order to pay unbudgeted expenses, including repayment of a loan from the General Fund.

Attachments:

1. CMLD - Signed Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Crescent Mills Lighting District Dept. No: 0202 Date: 3/31/2023

The reason for this request is (check one):

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)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

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) Transfer out expenses are higher than anticipated

B) Spending down cash

C) Invoices must be paid in FY 22/23

D)

Approved by Department Signing Authority: Damian Fink

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: Markell

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.



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

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

April 18, 2023

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Sara James, *Deputy County Counsel*

SUBJECT: Adopt Resolution to Amend Plumas County Personnel Rules with
 "Plumas County Policy Clarifying Flex Time and Four Day Work Week
 Holiday Requirements Pursuant to Plumas County Personnel Rules" and
 "Clarification of Personnel Rules – Deferred Holidays"

Background:

Due to an increase in the number of employees working alternative schedules, in addition to staff turnover, there has been some question as to how to address the issue of holiday pay for employees working a four-day work week, or employees who are required to work on holidays due to the nature of the job or an emergent situation.

Though certain Memoranda of Understanding (MOUs) address deferred holidays, the Personnel Rules do not allow for deferred holidays. Additionally, there had been no enforcement of the terms of the MOUs regarding use of deferred holiday time. This has resulted in significant financial liability to the County. For that reason, clarification of the personnel rules was needed regarding deferred holidays and the impact of flexible schedules on holiday pay. The clarifications have been submitted to Plumas County Management Council and the Human Resource Director has met the meet and confer obligations.

Proposal:

County Counsel recommends adopting policies that clarify the employees' use of holiday time.

Action:

It is recommended that the Board of Supervisors approve the resolution adopting the “Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules” and the “Clarification of Personnel Rules – Deferred Holidays”.

END OF MEMORANDUM

RESOLUTION NO: 23-

**A RESOLUTION TO ADOPT PLUMAS COUNTY CLARIFICATIONS OF
PERSONNEL RULES**

WHEREAS, Plumas County Personnel Rule 1.05 provides that the personnel rules “shall be amended as necessary by resolution of the Board; provided that the County complies with and “meet and confer obligation under California Government Code Section 3505”; and

WHEREAS, the Personnel Rules do not provide for deferred holidays, and due to an increase in employee’s seeking to work alternate schedules including four tens, clarification is needed to address holiday hours for employees who work alternative schedules; and

WHEREAS, County Counsel, Human Resources and the County Administrative Officer have worked together to provide a clarification as to deferred holidays and requirements for employees working alternative schedules, and

WHEREAS, the Human Resource Director has met the meet and confer obligations, and all labor unions have had the opportunity to review the clarifications.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors does hereby authorize the adoption of this resolution to adopt “Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules” and “Clarification of Personnel Rules – Deferred Holidays” attached hereto as Exhibit A.

The foregoing was duly passed and adopted by the Board of Supervisors of the county of Plumas, State of California, at a regular meeting of said Board on the 18th day of April, 2023, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

Dwight Ceresola, Chair
Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

EXHIBIT A

EXHIBIT A

Plumas County Policy Clarifying Flex Time and Four Day Work Week Holiday Requirements Pursuant to Plumas County Personnel Rules

Four Day Work Week

Employees currently scheduled to work four ten-hour days, otherwise known as a Four Day Work Week (FDWW Employees), pursuant to the Plumas County Personnel Rules, must provide the Auditor and Human Resources with a copy of their Board of Supervisors (BOS) Authorization by June 30, 2023, to continue a FDWW schedule. If the employee does not have a BOS Authorization, the Department Head may provide the request to the BOS. All employees beginning a FDWW schedule need BOS Authorization prior to initiating a FDWW schedule.

BOS Authorizations need to be specific to the individual.

Flex Time

Flex Time is defined in the Personnel Rules and within the applicable Memorandum of Understanding (“MOU”).

Additional Flexible Schedules

The Department will need to seek prior approval from the BOS in the event that an employee needs a flexible schedule that does not fall within the definition of FDWW or Flex Time.

Holiday Pay for FDWW, Flex Time and Flexibly Scheduled Employees

FDWW, Flex Time and Flexibly Scheduled employees are not entitled to defer holidays unless provided for in their MOU.

Pursuant to the Personnel Rules and applicable MOUs, holiday pay is paid out for an eight-hour day, or percentage for part-time employees. If a week contains a holiday (“holiday week”), FDWW employees must adjust their schedule to ensure that their hours worked, in combination with any Paid Time Off (PTO), is equal to their weekly hours excluding holiday hours (“base hours”). For instance, if an employee’s workweek is typically 40 hours, and a single holiday falls on that week, the employee’s base hours are 32 hours, which can include work hours and/or PTO to meet their 40-hour workweek.

Employees who are required to work on holidays, or work more than their base hours on a holiday week, may take overtime pay or compensatory time off pursuant to the Personnel Rules and any applicable MOU. If a Department has a legitimate business need to have staff work more than their base hours on a holiday week for a non-emergent reason, the Department Head must seek prior approval from the BOS. Prior approval will include a plan explaining the business need, how many staff are needed, and what the arrangements are for providing holiday time or pay.

FDWW or Flexibly Scheduled employees whose pre-scheduled day off occurs on a holiday may adjust their schedule in the following ways: 1) with supervisor approval, the FDWW Employee

may take off another day during the same workweek, using PTO if necessary to meet their base hours, or 2) the employee may work four eight-hour days, and then claim the holiday, or 3) any other schedule that is approved by the supervisor that allows the employee to meet their base hours during the holiday week.

Clarification of Personnel Rules

Deferred Holidays

Plumas County's Personnel Rules do not provide for deferred holidays. Only employees whose Memorandum of Understanding ("MOU") directly references deferred holidays may defer their holidays and must do so in accordance with the MOU.

A "deferred holiday" occurs when a holiday falls on an employee's regular day off and the employee opts to use the holiday at a later time, or when an employee chooses to defer eight hours of holiday time in lieu of being paid for working on a holiday. Employees who do not have deferred holidays in their MOUs must take their holidays pursuant to the Plumas County Personnel Rules and any clarifications thereto.

If an employee has previously been granted a deferred holiday without an applicable Memorandum of Understanding, that employee will have until May 31, 2023, to use the holiday time or convert the deferred holiday time into compensatory time off. If the Department Head denies the employee's request to use the deferred holiday time, or the employee already has the maximum amount of compensatory time off in their leave balance, the employee shall be entitled to be paid out prior to the end of the 2022-2023 fiscal year.

Employees with an applicable MOU who have accrued holiday hours past the 60-days stated in the MOU, shall use any accrued holiday hours, or convert the deferred holiday time into compensatory time off, prior to May 31, 2023. If the Department is unable to accommodate the holiday hours, or the employee already has the maximum amount of compensatory time off in their leave balance, the employee shall have the deferred holiday hours paid out prior to the end of the 2022-2023 fiscal year.

Employees who are not covered by an applicable MOU may not defer holiday time.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: DeLena Jones

MEETING DATE: April 18, 2023

SUBJECT: Adopt RESOLUTION naming the Director of Public Health agency as the Board of Supervisors Authorized representative approved to ratify and sign an Agreement between Plumas County Public Health and Lassen-Sierra-Plumas Community Action Agency accepting the Community Service Block Grant (CSBG) funds in the amount of \$15,000.00 to fund specific services and activities through Plumas County Senior Services; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Approve and direct the Public Health Director to sign a contract with Lassen-Sierra-Plumas Community Action Agency accepting the amount of \$15000 to fund specific services and activities through Plumas County Senior Services.

Background and Discussion

The Community Services Block Grant from the State of California Department of Community Services and Development is intended to provide specific services and activities for eligible participants, in order to promote the social and economic betterment of the recipients as outlined in attachment A.

The Plumas County Public Health Agency, by and through the Seniors Nutrition and Transportation Department, will provide those services and activities.

Action:

Approve and direct the Public Health Director to sign a contract with Lassen-Sierra-Plumas Community Action Agency accepting the amount of \$15000 to fund specific services and activities through Plumas County Senior Services.

Attachments:

1. 23-197 FINAL
2. Attach A - 2023 CSBG Income Guidelines
3. 23-197 Resolution FINAL

LASSEN-PLUMAS-SIERRA COMMUNITY ACTION AGENCY

Contractor Name: Plumas County Public Health Agency
Contract #:23F-4018 PCPHA-PCSNP

Program Name: Plumas County Senior Nutrition Program

This Contract is made and entered into on January 1, 2023, between the Lassen-Plumas-Sierra Community Action Agency, hereinafter referred to as LPSCAA; and **Plumas County Public Health Agency**, hereinafter referred to as Contractor.

Contract term: **January 1, 2023 through December 31, 2023**.

Amount Awarded: **\$15,000.**

SPECIFIC AUTHORIZATION TO EXPEND FUNDS WILL BE PROVIDED BY A NOTICE TO PROCEED.

Pursuant to Government Code Section 12725 et seq., as amended, and 42 United States Code (USC) 9901 et seq., as amended, the Community Services Block Grant Act, the Parties to this Contract agree to provide services and activities for eligible participants as outlined in Attachment A, 2019 CSBG Income Guidelines, as specified in the Contractor's "Application for Funding for the Year 2019" and as quantified in Attachment B, Module 3, and Attachment C, Module 4.

The Community Services Block Grant (CSBG) funds from the State of California's Department of Community Services and Development (CSD) will be used for the accomplishment of specific services and activities set forth in the Contractor's "Application for Funding". To document program services and outcomes see Attachments A-G. The goal of LPSCAA programs is to promote the social and economic betterment of the recipients of those programs.

The total amount of funding for this Contract is based upon receiving full funding from the State. Therefore, if LPSCAA fails to receive sufficient funding from the State, this Contract shall be of no further force and effect. In this event, LPSCAA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement or LPSCAA shall have the option to offer an amendment to Contractor to reflect a reduced funding amount.

Please note the provisions of the Contract requiring timely submission of documentation. If a Contractor fails to submit adequate and timely documentation and is in technical Breach of Contract, that Contractor may not be considered for funding in a subsequent year.

GENEERAL TERMS AND CONDITIONS: The "General Terms and Conditions" referenced are incorporated herein and made a part of this contract.

LPSCAA:



Roger Diefendorf, Executive Director

Roger Diefendorf
Printed Name

3-8-2023
Date

Contractor:
Plumas County Public Health Agency



Signature and Title

Dana Loomis, Director of Public Health
Printed Name

3/29/2023
Date

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Contract is of no force or effect until signed by both parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Contract not incorporated in the Contract is binding on any of the parties.
3. **ASSIGNMENT**: This Contract is not assignable by the Contractor, either in whole or in part, without the consent of LPSCAA in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that LPSCAA or its designated agent, the Department of Community Services and Development, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the LPSCAA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.
6. **TERMINATION FOR CAUSE**: LPSCAA may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination LPSCAA may proceed with the work in any manner deemed proper by LPSCAA. All costs to LPSCAA shall be deducted from any sum due the Contractor under this Contract and the balance, if any, shall be paid to the Contractor upon demand.
7. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of LPSCAA.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability

(including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 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 Contract.

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

9. **TIMELINESS:** Time is of the essence in this Contract.
10. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be compensation for all of Contractor's allowable expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW:** This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.
12. **UNENFORCEABLE PROVISION:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

13. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Contract shall have any personal financial interest or benefit that either directly or indirectly arises from this Contract.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

14. COMPLIANCE MONITORING

- A. As the recipient of federal CSBG block grant funds under this Contract, Contractor is responsible for substantiating that all costs claimed under this Contract are

allowable and allocable under all applicable Federal and State laws, and for tracing all costs to the level of expenditure.

- B. LPSCAA will conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the CSBG program. In addition, Contractor shall perform under this Contract in conformance with the Contractor's "Application for Funding", which is incorporated by reference herein and made a part of this Contract.
- C. LPSCAA shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with LPSCAA program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract.

- D. In the event LPSCAA determines that Contractor is in non-compliance of material or other legal requirements of this Contract, LPSCAA shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

- 15. **SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE CONTRACT:** Contractor shall ensure that requirements set forth in this Contract are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Contract, and LPSCAA shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and Federal CSBG law.

- 16. **ADDITIONAL PROVISIONS:** LPSCAA shall immediately notify Contractor in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under the master Agreement with LPSCAA.

- 17. **INSURANCE**

- A. General Requirements
 - 1) By execution of this Contract, Contractor agrees that the below-required insurance policies shall be in effect at all times during the term of this Contract.
 - 2) Contractor shall provide LPSCAA with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract.
 - 3) In the event said insurance coverage expires at any time or times

during the term of this Contract, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Contract. The Certificate shall identify and name LPSCAA as the Certificate Holder.

- 4) New Certificates of Insurance will be reviewed for content and form by LPSCAA.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance coverage as herein provided, LPSCAA may, in addition to any other remedies it may have, suspend this Contract.
- 6) With the exception of workers' compensation, LPSCAA shall be named as additional insured on all Certificates of Insurance required under this Contract.
- 7) The issuance of any reimbursement payments to the Contractor shall be contingent upon required current insurance coverage being on file at LPSCAA for this Contract.

B. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Contract workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to LPSCAA as evidence of compliance with the workers' compensation insurance requirement prior to issuance of any payments.

C. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance, naming LPSCAA as an additional insured, to LPSCAA as evidence of compliance with general liability insurance requirements prior to issuance of any payments.

D. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Contract vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance, designating LPSCAA as an additional insured. This certificate of Insurance shall be submitted to the LPSCAA as evidence of compliance with said vehicle insurance requirements prior to issuance of any payments.

18. AMENDMENTS: Formal Amendments are required for changes to the term, total cost or Maximum Amount of this Contract, scope of work, and formal name changes. No amendment to this Contract shall be valid unless made in writing, signed by all parties and approved by LPSCAA. No oral understanding or Contract not incorporated in the Contract is binding on any of the parties.

19. PROCUREMENT: Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Contract shall be used solely for the activities allowed under this Contract.

20. LIMITATION ON USE OF FUNDS: Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

21. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor with 50 or more employees and a Contract of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. Each Contractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375.

22. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994, as amended.

This Contract incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, as amended.

B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

E. Lobbying Activities

Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

23. RIGHT TO MONITOR, AUDIT AND INVESTIGATE

A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, LPSCAA Staff, and any entity selected by LPSCAA to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site inspections, audits, and other applicable means the LPSCAA determines necessary.

- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Contract are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, LPSCAA, or any of their duly authorized representatives including representatives of the entity selected by LPSCAA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All Contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

24. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.

Provisions of the OMB Omni Circular aka "Super Circular", which replaces A-102 and A-110 may be applicable to this contract. Contractor shall comply with any new requirements contained in the "Super Circular".

- B. Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

25. CSBG TERMS, CONDITIONS AND PROVISIONS

- A. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provision is applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

B. In accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative Contracts, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

26. **ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR:** Contractor shall comply with the Appeal Process for clients denied benefits or services as contained in Exhibit A.

27. **ADDRESS FOR LPSCAA**
All documents submitted by the Contractor to LPSCAA pursuant to the terms of this Contract shall be made by deposit in the U.S. Mail, first class postage prepaid, or delivered by a commercial carrier bearing a legibly dated receipt, and addressed as follows:

Lassen-Plumas-Sierra Community Action Agency
PO Box 319
Quincy, CA 95971

LPSCAA Contact:
Tricia Elliott, LPSCAA Coordinator
(530) 283-2466, ext.120
(530) 283-2478 fax

28. **REPORTING REQUIREMENTS**

A. Contractor shall submit to LPSCAA an Expenditure Report throughout the contract year. **Please spend the award by November 30, 2023, and submit the Grantee Expenditure Report to LPSCAA by December 15, 2023.**

B. Contractor shall submit to LPSCAA the following reports which are due by **January 5, 2024.**

Attachment B	Module 3 (if applicable)
Attachment C	Module 4 (mandatory)
Attachment D	Volunteer Report
Attachment E	Grantee Expenditure Report
Attachment F	Client Satisfaction Survey (if applicable)

- c. Contractor shall submit to LSPCAA the Client Satisfaction Survey (**Attachment F**), if applicable. Subgrantees shall conduct a one-month client satisfaction survey no later than October 6, 2023. **As a recipient of LPSCAA grant funding your program is required to participate in this survey.** This survey represents an important part of the Organizational Standards which all Community Action Agencies are required to follow.
- D. Contractor shall submit to LSPCAA the Program Evaluation, (**Attachment G**), which is due **January 5, 2024**.
- E. Contractor shall submit its reports electronically in the format directed by LPSCAA.

29. ATTACHMENTS

Attachment A	Federal CSBG Income Guidelines & Required Documentation of Eligibility and Services
Attachment B	Module 3 (if applicable)
Attachment C	Module 4
Attachment D	Volunteer Report
Attachment E	Expenditure Report
Attachment F	Client Satisfaction Survey (if applicable)
Attachment G	Program Evaluation (Due January 6, 2023)
Attachment H	Scope of Work (if applicable)

Exhibit A

Lassen-Plumas-Sierra Community Action Agency

Appeal Process for Clients Denied Benefits or Services

The following Informal Review Procedures are applicable for applicants who have been denied benefits or services under the Community Services Block Grant Program (CSBG), administered by Lassen-Plumas-Sierra Community Action Agency (LPSCAA).

Informal Review Procedures

Notice to Applicant

The Contractor will give an applicant prompt notice of a decision denying assistance to the applicant. The notice shall contain a brief statement of the reason(s) for the denial decision. The notice will also state that the applicant may request an informal review of the decision and may submit additional information (in writing or orally) which the applicant believes would warrant a favorable decision. The Notice will describe how to obtain the informal review.

Scheduling an Informal Review

The request for an informal review must be made in writing and delivered to the Contractor either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the Contractor's Notice of Denial of Assistance.

The Contractor must schedule and send written notice of the informal review within 10 business days of the applicant's request.

Selection of a Reviewer

The review may be conducted by any senior level person or persons designated by the Contractor, other than a person who made or approved the denial decision under review or a subordinate of this person.

Informal Review Decision

In rendering a decision, the Contractor will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the Notice.
- The validity of grounds for denial of assistance.
- The validity of the evidence. The Contractor will evaluate whether the facts presented prove the grounds for denial of assistance.

The Contractor will notify the applicant of the final decision, including a statement explaining the reasons for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative.

If the applicant fails to appear for his or her informal review, the denial decision will stand and the applicant will be so notified.

Other Provisions

A Notification of the Right to Appeal will appear on the Application Form for each program subject to this appeal process.

Documents relating to specific denials of assistance and action(s) taken by the Contractor will be retained for 3 years and be available for inspection of the Community Services & Development Department.

Should the applicant decide to appeal to the Community Services and Development Department (CSD), the Contractor shall notify LPSCAA and inform the applicant of their right to submit a written appeal request to CSD. The appeal with all supportive documentation must be received by CSD within twenty (20) working days from the date of the Contractor's final decision.

Within five (5) working days, upon receipt of a request for a fair hearing, CSD shall schedule a fair hearing to be conducted no later than fifteen (15) working days from receipt of a request for a fair hearing.

Attachment A

2023 CSBG Income Guidelines

HH Size	1	2	3	4	5	6	7	8
Yearly	29,160	39,440	49,720	60,000	70,280	80,560	90,840	101,120
Monthly	2,430	3,287	4,143	5,000	5,857	6,713	7,570	8,427

For families with more than 8 persons, add \$9,440 for each additional person.

Required Documentation of Eligibility for CSBG-funded Services

- Verification that gross income for all family members (18 years of age or older) falls within the current CSBG Income Guidelines by the following:
 - Pay Stubs
 - Social Security Award Letters
 - Bank Statements
 - Unemployment Insurance Letters
 - Other methods approved by LPSCAA
- Verification of receipt of SSI (where SSI benefits are the sole source of household income).
- Foster children are categorically eligible for CSBG services.
- Free/Reduced Lunch Program applications may be used to determine CSBG eligibility. (The applications contain household size and gross family income.)
- The household receives TANF/CalWORKS and gross household income is at or below 200% of the CSBG Income Guidelines (FPL).
- In cases where documentation may not be available or not permitted, Contractors are required to conduct due-diligence by using client self-certification forms that are signed by program participants and provide LPSCAA the opportunity to verify compliance with these requirements through program monitoring and site visits.

Required Documentation of Services provided to CSBG-eligible Individuals includes but is not limited to the following:

- Sign-in sheets
- Attendance records
- Signed intake forms
- Other methods approved by LPSCAA

RESOLUTION NO. 23-_____

APPROVING THE EXECUTION OF PLUMAS COUNTY SENIOR NUTRITION PROGRAM
CONTRACT NO. 23F-4018 BETWEEN THE LASSEN-PLUMAS-SIERRA COMMUNITY
ACTION AGENCY (LPSCAA) AND THE PLUMAS COUNTY PUBLIC HEALTH AGENCY
(COUNTY)

WHEREAS the Plumas County Public Health Agency ("County") desires to utilize the Community Services Block Grant (CSBG) funds from the State of California's Department of Community Services and Development (CSD) to be used for the accomplishment of specific services and activities set forth in the County's "Application for Funding"; and

WHEREAS the requirements for approving this agreement 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 contract.

BE IT FURTHER RESOLVED that the Director of the Plumas County Health Agency has full and binding authority to the commitments contained in the general terms and conditions on behalf of the Board of Supervisors, and is the authorized representative for County in regard to this contract.

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 18th day of April, 2023 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: April 18, 2023

SUBJECT: Adopt a RESOLUTION authorizing the Plumas County Sheriff's Office to apply for and participate in the Federal Surplus Program (DGS- Department of General Services); approved as to form by County Counsel. Roll call vote

Recommendation:

Have the chair sign and ratify the Resolution

Background and Discussion:

Have the chair sign a Resolution authorizing the Plumas County Sheriff's Office to apply and participate in the Federal Surplus Program through DGS (Department of General Services)

Action:

Fiscal Impact:

Attachments:

1. DGS application Final

Application Checklist

Government and Special Districts

State Agency
County
City
Public School / District (College's, Universities)
Special District (Water Districts, Cemetery's, Utilities)

Name of Organization: Plumas County Sheriff's Office _____

Contact Name: Deputy Chris Driscoll _____

Contact Name: Phone Number/Email Address:

(_530_) 283 - 6375_ driscoll@pcso.net

#1 Form 201 – Application	Yes <input type="checkbox"/> No <input type="checkbox"/>
#2 Form 202 – Resolution with Board Minutes (When Applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>
#3 Form 203 – Non-Discrimination Certification	Yes <input type="checkbox"/> No <input type="checkbox"/>
#4 Form 204 – Racial Demographic and National Origins of all Persons within your service Area (https://factfinder.census.gov)	Yes <input type="checkbox"/> No <input type="checkbox"/>
#5 Debarment Form	Yes <input type="checkbox"/> No <input type="checkbox"/>
#6 Sign and Date Terms and Conditions	Yes <input type="checkbox"/> No <input type="checkbox"/>
#7 Proof of State/Public Agency Status (Listing in State Directory etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/>
#8 Current CBEDS or WASC (if applicable) (https://dq.cde.ca.gov/dataquest/)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Return Completed Original Application to: Federal Surplus Property Program 1700 National Drive Sacramento, CA 95834 (Please maintain a copy for your records)	Yes <input type="checkbox"/> No <input type="checkbox"/>

- Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

Notes: _____

Reviewed by:	Date:	
Approved:	Yes <input type="checkbox"/> No <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/>	Expires:
Donee Number:	Billing Code:	

STATE OF CALIFORNIA
APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

In completing this form please print or type information.

A. Name of Organization Plumas County Sheriff's Office Telephone 530-283-6375

Address 1400 East Main St. City Quincy Count Plumas Zip 95971

E-Mail Address driscoll@pcso.net Fax Number 530-283-6344

1. Application is being made as a (please check one) (a) Public agency or (b) qualified nonprofit and tax-exempt organization Check all spaces that apply and provide all requested data.

B. PUBLIC AGENCY: Check either state or local

Conservation
 Economic Development
 Education
 Grade Level (Preschool, K-12, college)
 Enrollment
 No. of faculty
 No. of days in school year
 Parks & Recreation
 Public Health
 Public Safety
 Two or more of above
 Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

Education
 Grade Level (Preschool, K-12, college)
 School for the mentally or physically handicapped

 Enrollment
 No. of faculty
 No. of days in school year
 No. of school sites
 Educational radio or television station
 Museum
 Library
 Medical institution
 Hospital
 Health center
 Clinic
 Other (specify) _____

1. Are the applicant's services available to the public at large? Yes. If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:

SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
 SASP Form No. 203, nondiscrimination compliance assurance.
 Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
 Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: Sheriff Todd Johns

Date: _____ Signature of Adminstrator or Director: _____

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

STATE OF CALIFORNIA
APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % 3.2	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % 1.3	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % 1.2	Persons having origins in any of the black racial groups of Africa.
Hispanic % 10.3	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % 82.1	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % 1.9	(Specify) Other- two or more races

Print Name _____

Title _____

Signature _____

Date _____

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
CASASP 203 (Rev 5/2018)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

_____, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ Donee Organization _____

BY _____
(President/Chairman of the Board
or comparable authorized official)

Donee Mailing Address _____

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included
On Agency Issued or Distribution Documents**

The Donee Certifies That:

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise; and the Donee certifies to A. (3), (4) and (5).

The Donee Agrees to the Following Federal Conditions:

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 8) In the event the Donee does not use the property as required by *Sections C (1) and (2)* below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by *Sections C (1) and (2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

C) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE: _____

DATE: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

State of California - Department of General Services
Office of Fleet and Asset Management
DGS OFAM CASAS Debarment (Rev.05/2018)

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 - for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Governor Gavin Newsom

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A. Chad Hermann	Undersheriff		
Steve Clark	Jail Commander		
Jeremy Beatley	Special Operations Sergeant		
Christopher Driscoll	Deputy Sheriff		

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____, 20____, by the Governing Board of the:

by the following vote: AYES: _____ ; NOES: _____ ; ABSENT: _____
Agency Name

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by: _____

Name of Organization

Mailing Address

/

/

/

City Zip Code County

**NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE
COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY**

C. AUTHORIZED this _____ day of _____ 20____, by: _____
Signature of Administrative Officer

Printed Name of Chief Administrative Officer

/

Title

Organization Name

/

Street Address

/

/

/

City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

RESOLUTION NO. 23-_____

AUTHORIZING THE PLUMAS COUNTY SHERIFF'S OFFICE TO APPLY FOR AND
PARTICIPATE IN THE FEDERAL SURPLUS PROPERTY PROGRAM

1) WHEREAS the Plumas County Sheriffs Office (“PCSO”) is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA); and

WHEREAS prior to submitting the application for participating in the Federal Surplus Property Program, the completed application must be submitted to the Plumas County Board of Supervisors for approval; and

WHEREAS the Plumas County Board of Supervisors finds that the application is complete and in order.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, authorizes the Plumas County Sheriffs Office to apply for and participate in the Federal Surplus Property Program

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

Approved as to form:


Joshua Brechel
Deputy County Counsel



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: April 18, 2023

SUBJECT: **Approve and authorize a fixed asset purchase for replacement Snowcat Tracks from Kassbohrer All Terrain Vehicles using the Sheriff's AB443 funds for an amount not to exceed \$10,000.00; discussion and possible action. Roll call vote**

Recommendation

Approve a fixed asset purchase for replacement snowcat tracks from Kassbohrer All Terrain Vehicles using the Sheriff's AB443 funds in an amount not to exceed \$10,000.

Background and Discussion

The Administrative & Budgetary controls require Board of Supervisors approval to purchase fixed assets.

The Sheriff's Office has a 2000 Piston Bully snowcat that is utilized for search and rescue and other emergency response activities in the snow. The tracks on the snowcat need to be replaced.

The specific needs required by this vehicle have limited options available. Routine maintenance is performed by Kassbohrer All Terrain Vehicles out of Reno, NV. The vendor was contacted and is able to provide tracks for our aged snowcat at a reduced price.

The funds are available and the expense will be paid from dept 70331 account 542600.

Action:

Approve a fixed asset purchase for replacement snowcat tracks from Kassbohrer All Terrain Vehicles using the Sheriff's AB443 funds in an amount not to exceed \$10,000.

Attachments:

1. YTD Budget Report 7033154 542600

Plumas County

YEAR-TO-DATE BUDGET REPORT

FOR 2023 10									
ACCOUNTS FOR:	0017 SHERIFF GRANTS	ORIGINAL APPROV	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
70331 AB 443									
7033154 542600 EQUIPMENT		51,000	0	51,000	13,675.54		.00	37,324.46 26.8%	
TOTAL AB 443		51,000	0	51,000	13,675.54		.00	37,324.46 26.8%	
TOTAL SHERIFF GRANTS		51,000	0	51,000	13,675.54		.00	37,324.46 26.8%	
TOTAL EXPENSES		51,000	0	51,000	13,675.54		.00	37,324.46	

Plumas County

YEAR-TO-DATE BUDGET REPORT

FOR 2023 10

	ORIGINAL APPROV	TRANSFRS/ ADJUSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	51,000	0	51,000	13,675.54	.00	37,324.46	26.8%

** END OF REPORT - Generated by Roni Towery **



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: April 18, 2023

SUBJECT: Adopt RESOLUTION authorizing the County Librarian to sign a grant Agreement and distribute \$5,364.00 funded by the California State Library Grant Program. With this grant, the Library is able to visit each community site at least three times during the 2023 summer to provide activities, books, and STEAM-related programming to Plumas County youth while they pick up necessary summer meals; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Adopt RESOLUTION authorizing the County Librarian to file and execute an agreement funded by the Library grant agreement number LATL22-44 to implement the Plumas County Library Program; approved as to County Counsel.

Background and Discussion

Lunch at the Library is a CA State Library grant program to help provide free summer meals to children and teens while school is out of session. The grant includes providing Pop-up Libraries, which are on-site and to-go programming at community-based meal sites like parks and schools that serve the meals directly. With this grant, the Library is able to visit each community site at least three times during the 2023 summer to provide activities, books, and STEAM-related programming to Plumas County youth while they pick up necessary summer meals.

Fiscal Impact:

Plumas County Library was awarded \$5,364.00 from the State Library to provide Pop-up Libraries at community meal sites. Funding is used under the 22/23FY and 23/24FY budgets for staff wages, staff travel, books, DYI activity projects, and other materials and is accounted for when creating the Library budget for both fiscal years. A future supplemental budget transfer will be brought to the Board once the pricing/scheduling is confirmed.

Action:

Adopt RESOLUTION authorizing the County Librarian to file and execute an agreement funded by the Library grant agreement number LATL22-44 to implement the Plumas County Library Program.

Attachments:

1. Resolution, Approved by CC
2. Grant, Approved by CC

RESOLUTION NO. 23-_____

**AUTHORIZING THE COUNTY LIBRARIAN TO EXECUTE AN AGREEMENT FUNDED
BY THE LIBRARY GRANT AGREEMENT NUMBER LATL22-44 TO IMPLEMENT THE
PLUMAS COUNTY LIBRARY PROGRAM**

WHEREAS, the Library Development Services Bureau of the State Library administers state and federal funds in the form of awards; and

WHEREAS, the Plumas County Library has been awarded \$5,364.00 from the State Library for projects under the Summer 2023 Lunch at the Library program funded by the California State Library; and

WHEREAS, this award will make it possible for the Plumas County Library to offer free summer meals and programming at library sites take pop-up libraries to other community-based meal sites, provides free books to help children build home libraries and creates volunteer opportunities for teens; and

WHEREAS, the terms of the award require a resolution from the local governing body authorizing execution of this agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Plumas County Board of Supervisors does hereby authorize the County Librarian, to file and execute an agreement funded by the LATL22-44 in the amount of \$5,364 for the term April 18, 2023 through December 31, 2023 and receive and distribute funds provided by the grant program.

That County Librarian is authorized to execute and file any and all certifications, amendments and assurances, required by the Department relating to grant LATL22-44 subject to Plumas County Counsel review.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board Meeting held on the 18th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



March 13, 2023

Lindsay Fuchs
PLUMAS COUNTY LIBRARY
445 Jackson St
Quincy, CA, 95971

Subject: 2023 Lunch at the Library

Dear Ms. Fuchs:

This letter confirms the California State Library's award of \$5,364 to the PLUMAS COUNTY LIBRARY for Lunch at the Library 2023.

The Lunch at the Library program makes it possible for public libraries to:

- Provide free summer meals and programming at library sites,
- Take pop-up libraries to other community-based meal sites,
- Connect children, teens, and families to locally sourced, sustainable food and provide hands-on food education activities,
- Create volunteer opportunities for teens, and
- Implement innovative solutions to connect more families with nutritious meals during the summer.

Thank you for being a part of this important work.

PLUMAS COUNTY LIBRARY will receive \$5,364 of the award upon execution and approval of the grant agreement, certification, and claim forms. The remaining funding (if applicable) will be made available according to the payment schedule and upon the awardee's completion of the requirements listed in the Grant Agreement and Certification of Compliance document included with this award packet.

Hard copies of this correspondence will not follow. Therefore, please keep this correspondence for your files and consider these award materials your original documents.

2023 Lunch at the Library

LATL22-44

Page 2

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, payment schedule, and the proposal outlining the project plan and budget. Within the DocuSign system, please sign the claim and certification forms included in the award packet using the DocuSign system. Should you have any questions regarding using DocuSign please get in touch with your grant monitor.

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Lisa Lindsay. Contact Lisa via email at lisa.lindsay@library.ca.gov.

You are also assigned a Library Programs Consultant for ongoing programmatic support. The Library Programs Consultant assigned to your project is Rachel Tucker. Contact Rachel via email at rachel.tucker@library.ca.gov.

Please stay in touch with your Grant Monitor and Library Programs Consultant throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:


Greg Lucas
BDA50981C41C416...

4/3/2023

Greg Lucas
California State Librarian

Enclosures

CC: Gina Iwata

Yesenia Castellon

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	LATL22-44
Library/Organization:	PLUMAS COUNTY LIBRARY
Project Title:	2023 Lunch at the Library
Award Amount:	\$5,364

APPROVED BUDGET CORE PROGRAM

Salaries/Wages/Benefits	\$756
Consultant Fees	\$0
Travel	\$80
Supplies/Materials	\$4,528
Equipment (\$5,000 or more per unit)	\$0
Services (contracted)	\$0
Project Total	\$5,364
Indirect Cost	\$0

APPROVED BUDGET FARM TO SUMMER

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$0
Equipment (\$5,000 or more per unit)	\$0
Services (contracted)	\$0
Project Total	\$0
Indirect Cost	\$0

APPROVED BUDGET LIBRARIES AS CONVENERS

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$0
Equipment (\$5,000 or more per unit)	\$0
Services (contracted)	\$0
Project Total	\$0
Indirect Cost	\$0

APPROVED BUDGET INNOVATION

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$0
Equipment (\$5,000 or more per unit)	\$0
Services (contracted)	\$0
Project Total	\$0
Indirect Cost	\$0

2023 Lunch at the Library

LATL22-44

Page 2

APPROVED BUDGET TOTAL

Grant Total	\$5,364
Payment Schedule	IN FULL

Start Date:	Upon execution of the Award Agreement
End Date:	Sunday, December 31, 2023

Please understand that it can take six to eight weeks to receive a fully executed claim form with no errors before grant funds are delivered. Therefore, if you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

As outlined in the grant terms and conditions, Jurisdiction is required to provide three financial and narrative reports (first report due June 1, 2023; second report due August 1, 2023; third report due October 30, 2023; final report and detailed expenditures due January 31, 2024); and updates upon request. In addition, the annual LATL Participation survey and outcomes surveys for attendees (collected weekly) must be submitted by September 1, 2023. Required reports will be available on the State Library's Lunch at the Library website under Evaluation.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. Ten percent (10%) of the full grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions.

CONTACT

We want your project to be successful. Please work with the grant monitor and library programs consultant in implementing your project:

Grant Monitor	Lisa Lindsay	Library Programs Consultant	Rachel Tucker
Phone	916-603-6708	Phone	916-603-6695
Email	lisa.lindsay@library.ca.gov	Email	rachel.tucker@library.ca.gov



STATE FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and PLUMAS COUNTY LIBRARY for the Lunch at the Library 2023 project.

AWARD AGREEMENT NUMBER LATL22-44

This Award Agreement ("Agreement") is entered into Upon execution of the award packet materials by and between the California State Library ("State Library") and PLUMAS COUNTY LIBRARY, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Lunch at the Library 2023 project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$5,364 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until December 31, 2023. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on December 31, 2023 and all eligible program costs must be incurred by this date.

B. Scope of Work

In Process

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Lunch at the Library 2023 opportunity.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
Project Start-May	1 st Financial and Mid Project Program Narrative Report Due	June 1, 2023
June-July	2 nd Financial and Mid Project Program Narrative Report Due	August 1, 2023
Aug.-Sept.	3 rd Financial and Mid Project Program Narrative Report Due	October 30, 2023
Oct. – Dec. 31, 2023	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	January 31, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to

pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Lunch at the Library 2023.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
- d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
- e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

PLUMAS COUNTY LIBRARY
Lindsay Fuchs
445 Jackson St
Quincy, CA 95971
530-283-6575
lindsayfuchs@countyofplumas.co
m

California State Library
Lisa Lindsay
900 N Street
Sacramento, CA 95814
916-603-6708
lisa.lindsay@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit Lunch at the Library 2023. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$5,364 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2,

§11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. **Notices:** All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. **Order of Precedence:** The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or

provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, et. seq.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, et. seq. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other

format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
 - a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$5,364 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$0
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the

Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also

provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

In Process



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$5,364. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)
11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address (official and complete):
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Lindsay Fuchs	Title:
Email: lindsayfuchs@countyofplumas.com	Phone:
Signature:	Date:



Authorized Representative Signature

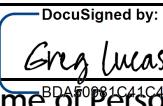
ORGANIZATION	
Name:	Address (official and complete):
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Lindsay Fuchs	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  DocuSigned by: Greg Lucas	Date: 4/3/2023
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
 Please Check State of California, Department of Human Resources Website for
 updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.585 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814



**LUNCH AT THE LIBRARY
FINANCIAL CLAIM
IN FULL PAYMENT**

Grant Award #:	LATL22-44	Date:	
Invoice #:	LATL22-44-001	PO #:	6057
Payee Name:	Plumas County Library <small>(Legal name of authorized agency to receive, disburse and account for funds*)</small>		
Complete Address:		Street Address, City, State, Zip Code (Warrant will be mailed to this address)	
Amount Claimed:	\$5,364 <small>(Payable Upon Execution of Agreement)</small>	Type of Payment:	<input type="checkbox"/> PROGRESS <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> IN FULL <input type="checkbox"/> AUGMENT
Grantee Name:	Plumas County Library <small>(Name on Award Letter and Agreement)</small>		
Project Title:	Plumas County Library		

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Lindsay Fuchs

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov .

State of California, State Library Fiscal Office

ENY: 2022
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: N/A

ITEM NO: 6120-140-0001, Chapter 43, Statutes of 2022
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

— — — - — — - — — — —

OR

Federal Employer Identification Number (FEIN)

— — - — — — — — — —

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the state agency below.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE **TITLE** **E-MAIL ADDRESS**

SIGNATURE **DATE** **TELEPHONE** (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

CA State Library

UNIT/SECTION

Accounting

MAILING ADDRESS

900 N Street

FAX

TELEPHONE (include area code)
916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tim Evans, Senior Planner

MEETING DATE: April 18, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County and Workbench to provide professional services for the design and development of ADU construction plans that have been pre-plan checked by the Plumas County Building Department for the term of April 18, 2023 to September 30, 2023; not to exceed \$103,000; approved as to form by County Counsel; discussion and possible action.

Recommendation

Authorize the Chair to sign a Services Agreement between Plumas County and Workbench to provide professional services for the term of April 18, 2023, to September 30, 2023, not to exceed \$103,000 dollars.

Background and Discussion

In 2019, Plumas County applied for Senate Bill 2 (SB 2) planning grant funds from the State Department of Housing and Community Development (HCD) and subsequently was awarded in January 2020.

To remove barriers and speed up the permit approval process for the development of affordable housing in Plumas County, a project the SB 2 funding will be used for is the preparation of pre-plan checked and approved Accessory Dwelling Unit (ADU) construction plans for use by the public. Additionally, as County residents are generally not aware of the opportunity to construct an ADU on their property or the process to do so, an ADU Idea Book will also be created providing information such as the types of ADUs (detached, additions, converted, and junior), zoning requirements for ADUs, benefits of ADUs, and guide property owners through the process to construct an ADU.

To retain a contractor for professional services, the Planning Department published a Request for Proposal (RFP) on January 23, 2023, with a RFP submission deadline of February 28, 2023. By the submission deadline, the Planning Department received six (6) proposals. The County RFP evaluation panel reviewed and ranked the six (6) proposals based on the evaluation criteria in the RFP. Based on the proposal scoring, the top three (3) contractors were invited for an interview. After conducting the interviews, the interviews were also scored. The contractor with the overall highest score based on the proposal review and interview process was selected to negotiate a Services Agreement with the County.

The Services Agreement (Attachment 1) with Workbench is for the term of April 18, 2023 to September 30, 2023, with a not to exceed budget of \$103,000, and a scope of work to provide professional services for the design and development of ADU construction plans that have been pre-plan checked by the Plumas County Building Department and are permit ready, as well as an ADU Idea Book, utilizing the SB 2 planning grant funds.

Action:

Staff respectfully requests the Board of Supervisors authorize the Chair to sign a Services Agreement between Plumas County and Workbench not to exceed \$103,000.

Attachments:

1. Services Agreement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter referred to as "County"), and Workbench, 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 **ONE HUNDRED AND THREE THOUSAND DOLLARS (\$103,000).**
3. **Term.** The term of this agreement shall be from **April 18, 2023, through September 30, 2023**, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

- 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

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

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

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

County:

Planning Department
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Tracey Ferguson, Planning Director
traceyferguson@countyofplumas.com
530-283-6214

Contractor:

Workbench
189 Walnut Ave.
Santa Cruz, CA 95060
Attention: Jamileh Cannon
jamileh@workbenchbuilt.com
415-730-2952

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

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

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

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

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

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

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

28. **Ownership of the Work.** It is mutually agreed that all materials prepared by the Contractor under this Contract are upon creation and shall be at all times the shared property of the County, Contractor, and its subconsultants.

- a. Contractor and its subconsultants are granted an irrevocable license to re-use the plans created, or any portion thereof, in their business in the future, without limitation. In the event of any such re-use, Contractor and subconsultants shall remove any indications from the plans regarding the County. The County agrees that Contractor shall bear no responsibility for any reuse or modification of the materials prepared by the Contractor, including but not limited to use or modification by residents as part of a pre-approved ADU program. Contractor

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shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of County including without limitation information or reports required by government agencies to enable Contractor to perform its duties under this Agreement, excluding the plans themselves (per the above re-use permission) and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Contractor will be allowed to retain copies of all deliverables.

29. Permit Information and Liability Release Language.

- a. The County agrees to share approved construction permit information with the Contractor. This can be achieved either by, providing the Contractor with a scanned copy of the liability waiver (item three, below) executed in relation to any approved set of the plans created under this Agreement or by providing a list of addresses to the Contractor, at the Contractor's request.
- b. The liability limitation language, to be included on each sheet of any plans created by Contractor that the County makes available for use by the public shall contain language limiting Contractor's and the County's liability. The language shall be as follows:

BY USING THESE PROTOTYPE ADU PLANS, THE RECIPIENT IS
ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS.

1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED (THE PLUMAS COUNTY SB2 PLANNING GRANTS PROGRAM). USE OF THESE PLANS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. CONTRACTOR AND/OR THE COUNTY OF PLUMAS SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS.
2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO CONTRACTOR OR THE COUNTY OF PLUMAS. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD CONTRACTOR AND THE COUNTY OF PLUMAS HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGEMENTS, OR COSTS ARISING OUT OF OR RESULTING THERE FROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY.

3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, THE RECIPIENT SHOULD NOT PROCEED BEYOND THIS DISCLAIMER.

c. The parties agree that any user of the Plumas County SB2 Planning Grants Program drawings must execute a liability waiver limiting Contractor's and the County's liability. The waiver, shall include, at a minimum, the following information and language:

- i. Full applicant name, project address, and contact information (including all owners and beneficial owners of any property on which Plumas County SB2 Planning Grants Program drawings will be used). Contact information should include full legal names, address(es), contact phone numbers, and email addresses.
- ii. Identification of the plan set being used by the Application.
- iii. Language stating: "By using these Plumas County SB2 Planning Grants Program construction documents, the user agrees to release, hold harmless and indemnify Contractor and the County of Plumas, including their respective officers, directors, shareholders, employees, contractors, Contractors, elected officials, and any architect or service provider who prepared the construction documents, from any and all claims, liabilities, suits and demands, on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, including attorneys' fees and costs, arising out of the use of these construction documents."
- iv. Additional language mirroring the on-sheet language, stating:

BY USING THESE PROTOTYPE ADU PLANS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS.

1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED (THE PLUMAS COUNTY SB2 PLANNING GRANTS PROGRAM). USE OF THESE PLANS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. CONTRACTOR AND/OR THE COUNTY OF PLUMAS SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS.
2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO CONTRACTOR OR THE COUNTY OF PLUMAS. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND

FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD CONTRACTOR AND THE COUNTY OF PLUMAS HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGEMENTS, OR COSTS ARISING OUT OF OR RESULTING THERE FROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY.

3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, THE RECIPIENT SHOULD NOT PROCEED BEYOND THIS DISCLAIMER.

- d. Signature blocks for all applicants, owners, and beneficial owners of the real property on which the Plumas County SB2 Planning Grants Program construction documents are to be used.

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

CONTRACTOR:

Workbench, a California Corporation

By: _____
Timothy Gordin
Chief Executive Officer
Date signed: _____

By: _____
Jamileh Cannon
Chief Financial Officer
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
Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

4/10/2023

EXHIBIT A

Scope of Work

Provide professional services for the design and development of Accessory Dwelling Unit (“ADU”) plans that have been pre-plan checked by the Plumas County Building Department and are permit ready, as well as an ADU Idea Book.

TASK A: PRELIMINARY DESIGN

CONCEPTUAL DESIGN WORK

The Conceptual Design Work phase shall be for the Contractor to gather information from the County and the creation of site and basic floor plans. The Conceptual Design Work phase will consist of the following steps:

PROJECT KICK OFF

Initial meeting with the County to review the work plan and kick off the project.

PARCEL ANALYSIS

Working with the County, the Contractor will establish what characteristics define parcels and properties in the County. The information will become the foundation for how to organize and layout the ADU floor plans and establish the final square footage sizes (ranging from 600 sq. ft. to no more than 1,200 square feet in habitable living space) for the four (4) ADUs.

PROGRAM DEVELOPMENT AND DESIGN INSPIRATION

Working with the County, the Contractor will develop programmatic and client design requirements. Examples include, space adjacencies, access to private outdoor space, daylight, views, and storage. The County’s architectural styles will also be explored.

Conceptual Plans—Based on all information obtained above, the Contractor will prepare conceptual design drawings consisting of basic floor plans and stylistic approaches and present to the County for review and comment. The conceptual design drawings may be delivered by a combination of hand-drawn sketches or computer-aided drawings.

SCHEMATIC DESIGN WORK

Following the completion of the Conceptual Design Work phase, a more specific schematic set consisting of site plans, floor plans, and elevations will be created.

Progression of Floorplans—In this phase, the Contractor will take the preliminary conceptual plans, and further develop with more details like door and window locations, kitchen layouts, incorporation of universal design principals, locations for casework, etc.

Creation of Exterior Elevations and Style—Along with the development of the floorplans, the Contractor will start to look at the buildings from the exterior; roof shape, window sizes, railings, overhangs, etc. will start to become a part of the

design. Initial renderings will be produced during this phase and the four (4) exterior styles will be finalized that the County would like included in the project.

Final deliverable – Preliminary Building Designs

TASKS B & C - WORKING DRAWINGS AND STRUCTURAL CALCULATIONS AND T-24/TRUSS DESIGN/HVAC/SOLAR/SPRINKLERS/MEP

DESIGN DEVELOPMENT

In the Design Development phase, the site plans, floor plans, and building section designs in further detail will be developed by the Contractor. A meeting with the County shall be held to synthesize input and design wishes for materials packages (preferences towards flooring, appliances, finishes and paint colors, etc.). The Contractor will collaborate with the County to create the interior and exterior materials and finishes style guide.

BUILDING SYSTEM DESIGN & COORDINATION

The Contractor will engage in detailed research, integration, and coordination with necessary sub-designers to develop needed systems. The coordination will include structural engineering, truss design, fire sprinkler ready design, and all MEP/Solar systems.

DESIGN DEVELOPMENT PACKAGES

The Design Development drawings, as they are a fairly finalized set of drawings, may be used as the basis for developing construction drawings.

CONSTRUCTION DOCUMENTS

Upon approval of the Design Development drawings by the County, the Contractor shall proceed with the final construction documents. The Construction Documents phase includes finalizing all building details, finalizing systems coordination, making final finish adjustments, creating public facing imagery for the ADU Idea Book and all permit approval processing. Construction documents shall comply with the standard drawings and specifications of the County.

CONSTRUCTION DOCUMENT PACKAGES

The construction document packages will include four (4) plan sets, each including a site plan template, floor plans, elevations, sections, schedules, interior elevations, general notes and specifications, architectural details, structural and truss plans, details and calculations, and all MEP/Solar system plans and details pertaining to the project.

CONSULTANT SERVICES COORDINATION

The Contractor shall coordinate with the necessary sub-designers as needed to finalize the construction document packages.

BUILDING DEPARTMENT PROCESSING

The construction document packages will be completed as required for submission to the Building Department and other pertinent agencies for permit

approval. The Contractor will coordinate the requirements and requests of review agencies during the plan check process.

Final deliverable: Working drawings including, all architectural details needed for construction, structural calculations, Title 24 compliance, truss design, HVAC, solar, sprinklers, mechanical, electrical and plumbing permit drawings

TASK D - ADU IDEA BOOK

BUILDING SYSTEM DESIGN & COORDINATION

The Contractor will develop an ADU Idea Book that will provide information to the public, explaining relevant topics. In collaboration with the County the exact contents of the ADU Idea Book will be determined with the Contractor at the Kickoff meeting and will be informed by the ADU Plans. The ADU Idea book shall address some combination of the following topics:

Define. Explain the types of ADUs (detached, additions, converted, and junior) and provide illustrations showing what these building forms look like on a typical parcel.

Explain. Describe the “rules” of ADUs. Ordinances are often text heavy and rely on technical terms that are not easily understood by the community. By presenting the standards in simple terms and illustrations, the regulations will be clearly explained in a way the public can understand.

Inspire. Provide content that describes the benefits of ADUs, showcases the ADU plans, and directs users to more resources, which aims to excite and inspire property owners about building an ADU on their property.

Plan. Present and explain the prototypical plans and help property owners identify the best scenario for their property, considering parcel conditions, size allotments, and resources.

Guide. Lead property owners through the process. Identify the steps in the review process, including expedited review using a preapproved plan, and the process to create a custom design. Materials will also catalog the requirements of a complete application with an easy-to-use checklist.

Answer. Provide clear and simple answers to frequently asked questions.

The informational materials shall be codified into a packaged pdf, which will include the greatest level of detail and an overview explanation of the process, and details specific to each step.

Final deliverable: ADU Idea Book

EXHIBIT B

Fee Schedule

Compensation shall not exceed a total of \$103,000 for work under this Agreement and shall not exceed the following amount for each task under this Agreement.

<u>Tasks:</u>	<u>Amount:</u>
Task A – Preliminary Design	\$30,000
Tasks B & C – Working Drawings and Structural Calculations and T-24/Truss Design/HVAC/Solar/Sprinklers/MEP	\$53,000
Task D - ADU Idea Book	\$20,000

<u>Hourly Rates:</u>	
Principal	\$280.00/hour
Project Lead	\$180.00/hour
Designer	\$170.00/hour
Project Support	\$145.00/hour
Project Support	\$135.00/hour
Idea Book Lead	\$180.00/hour
Idea Book Support	\$135.00/hour



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tim Evans, Senior Planner

MEETING DATE: April 18, 2023

SUBJECT: **10:00 AM - TIME CERTAIN PUBLIC HEARING:**

Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - “Prime Opportunity Areas”; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Staff recommends the Board of Supervisors take the following actions:

1. Hold the public hearing on the Ordinance.
2. Introduce and waive the first reading of the Ordinance.
3. Schedule adoption of the Ordinance at the next regularly scheduled Board of Supervisors meeting.

Background and Discussion

Plumas County Code (PCC) Sec. 9-2.405. – *Camping* sets forth where and how the “Camping” use is permitted throughout Plumas County. Pursuant to Sec. 9-2.405(a), the “Camping” use is not permitted within the “Prime Opportunity Areas.” The purpose of the “Prime Opportunity Areas” being referenced in Sec. 9-2.405(a) is to clearly define the areas in which the “Camping” use is not permitted.

“Prime Opportunity Areas” originated from the Plumas County 1985 General Plan, which was intended to include areas such as the Single-Family Residential Zones (2-R, 3-R, 7-R). When the Plumas County 2035 General Plan was adopted in 2013, the “Prime Opportunity Areas” standards in the 1985 General Plan did not carry over and the PCC was not amended to be consistent with the 2035 General Plan. The result is that Sec. 9-2.405(a) and (b) are inconsistent with the 2035 General Plan.

To address the inconsistency, Planning staff reviewed the Plumas County 1985 General Plan and, for informational purposes, researched camping ordinances from neighboring counties, and drafted the amendments to the Camping Ordinance and a definition for Prime Opportunity Areas, which was introduced to the Planning Commission during a workshop at the regularly scheduled meeting of February 16, 2023.

The Planning Commission held a subsequent workshop at the regularly scheduled Planning Commission meeting of March 2, 2023, to review, take public comment, and propose amendments to the draft ordinance.

On March 16, 2023, the Planning Commission held a properly noticed public hearing and adopted Resolution Number P.C. 2023-1 (Attachment 1) making recommendations to the Board of Supervisors on the Ordinance to:

1. Find that the amendments of Sec. 9-2.405 – Camping and Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R), and the addition of Sec. 9-2.273.5 – “Prime Opportunity Areas” by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the

environment.

2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit "A" attached.

The proposed final Camping Ordinance amendments and Prime Opportunity Areas definition are included as Exhibit "B" (Attachment 2 in this Staff Report).

CEQA Compliance and Determination:

Based on the Initial Study prepared by Planning staff, the Ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Action:

Staff requests the Board of Supervisors take the following actions:

1. Hold the public hearing on the Ordinance.
2. Introduce and waive the first reading of the Ordinance.
3. Schedule adoption of the Ordinance at the next regularly scheduled Board of Supervisors meeting.

Attachments:

1. Resolution Number P.C. 2023-1
2. Proposed Camping Ordinance Amendments and Prime Opportunity Areas Definition

RESOLUTION NUMBER P.C. 2023-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT AN ORDINANCE BE ADOPTED AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 4 GENERAL REQUIREMENTS, SEC. 9-2.405 – CAMPING; AND ARTICLE 13 – SINGLE-FAMILY RESIDENTIAL ZONES (2-R, 3-R, 7-R), SEC. 9-2.1301 – PURPOSE (2-R, 3-R, 7-R); AND ARTICLE 2 DEFINITIONS, ADDING SEC. 9-2.273.5 - “PRIME OPPORTUNITY AREAS” AND THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(b)(3)

WHEREAS, amendments to Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 - Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 – “Prime Opportunity Areas” is necessary to reconcile the 2035 General Plan inconsistency and provide clarity within the Plumas County Code concerning the Prime Opportunity Areas; and

WHEREAS, the Planning Commission held workshops on February 16, 2023, and March 2, 2023, to review, take public comment, and propose amendments to the Sec. 9-2.405 – Camping, Sec. 9-2.1301 – Purpose (2-R, 3-R; 7-R), and Sec. 9-2.273.5 – “Prime Opportunity Areas”; and

WHEREAS, the Planning Commission held a properly noticed public hearing on March 16, 2023, for the proposed ordinance and received testimony from all interested parties.

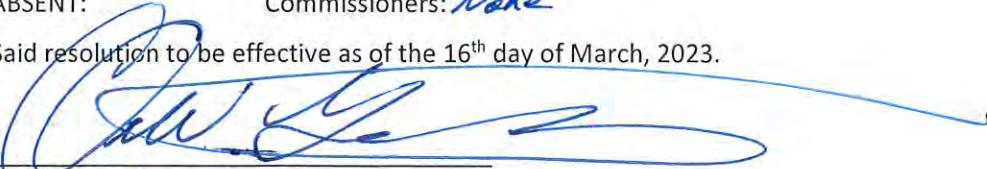
NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors:

1. Find that the amendments of Sec. 9-2.405 – Camping and Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R), and the addition of Sec. 9-2.273.5 – “Prime Opportunity Areas” by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.
2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit “A” attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 16th day of March, 2023, by the following roll call vote:

AYES: Commissioners: *Spencer, Montgomery, Leonhardt, West*
NOES: Commissioners: *None*
ABSTAIN: Commissioners: *None*
ABSENT: Commissioners: *None*

Said resolution to be effective as of the 16th day of March, 2023.


Charles Leonhardt

Chair, Plumas County Planning Commission

ATTEST:


Tim Evans, Senior Planner, Clerk of Planning Commission

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,
ARTICLE 4 GENERAL REQUIREMENTS, SEC. 9-2.405 – CAMPING; AND
ARTICLE 13 – SINGLE-FAMILY RESIDENTIAL ZONES (2-R, 3-R, 7-R),
SEC. 9-2.1301 – PURPOSE (2-R, 3-R, 7-R); AND
ARTICLE 2 DEFINITIONS, ADDING SEC. 9-2.273.5 - “PRIME OPPORTUNITY AREAS”**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendment

Section 9-2.405 – Camping of Article 4 General Requirements; and Section 9-2.1301 – Purpose (2-R, 3-R, 7-R) of Article 13 Single-Family Residential Zones (2-R, 3-R, 7-R); and Section 9-2.273.5 – Prime Opportunity Areas of Article 2 Definitions of Chapter 2 Zoning of Title 9 Planning and Zoning of the Plumas County Code is intended to be edited as set forth in the pre-adoption draft, as attached in Exhibit “A”.

SECTION 2. Effective Date

This ordinance shall become effective 30 days from the date of final adoption.

SECTION 3. Codification

This ordinance shall be codified as set forth in the final draft as attached in Exhibit “B”.

SECTION 4. Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the adoption of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the board of supervisors’ chambers and shall remain posted thereafter for at least one (1) week.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2023, and passed and adopted on the _____ day of _____, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Dwight Ceresola, Chair, Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel

Exhibit “A”

Sec. 9-2.405. - Camping.

(a) Camping shall be prohibited within Prime Opportunity Areas ~~as designated by the General Plan~~, except within camp grounds.

(b) Camping shall be permitted on all private lands not within the Prime Opportunity Areas ~~as designated by the General Plan~~ if all aspects of the County health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar year. The number of nonstructural temporary shelters and recreational vehicles used for camping on a property may be at least one and otherwise shall not exceed the number of dwelling units and additional quarters and the guest house permitted on the property by the zoning, less the number thereof on the property. Camping conducted under the provisions of this subsection shall not be a camp ground use for the purposes of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 91-759, eff. August 1, 1991, and Exh. A, § 2, Ord. 873, eff. October 31, 1996, as amended by § 4, Ord. 99-924, eff. November 11, 1999)

Sec. 9-2.1301. - Purpose (2-R, 3-R, 7-R).

The purpose of the Single-Family Residential Zones (2-R, 3-R, 7-R) is to provide for single-family residential dwelling units ~~in prime opportunity single family residential areas~~ with provisions for compatible uses.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.273.5 - Prime Opportunity Areas

“Prime Opportunity Areas” shall mean Single-Family Residential Zones (2-R, 3-R, 7-R), Multiple-Family Residential Zone (M-R), Core Commercial Zone (C-1), Periphery Commercial Zone (C-2), Convenience Commercial Zone (C-3), Recreation-Open Space Zone (Rec-OS), Open Space Zone (OS), and Lake Zone (L).

Exhibit “B”

Final Copy

Sec. 9-2.405. - Camping.

(a) Camping shall be prohibited within Prime Opportunity Areas, except within campgrounds.

(b) Camping shall be permitted on all private lands not within the Prime Opportunity Area if all aspects of the County health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar year. The number of nonstructural temporary shelters and recreational vehicles used for camping on a property may be at least one and otherwise shall not exceed the number of dwelling units and additional quarters and the guest house permitted on the property by the zoning, less the number thereof on the property. Camping conducted under the provisions of this subsection shall not be a campground use for the purposes of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 91-759, eff. August 1, 1991, and Exh. A, § 2, Ord. 873, eff. October 31, 1996, as amended by § 4, Ord. 99-924, eff. November 11, 1999)

Sec. 9-2.1301. - Purpose (2-R, 3-R, 7-R).

The purpose of the Single-Family Residential Zones (2-R, 3-R, 7-R) is to provide for single-family residential dwelling units with provisions for compatible uses.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.273.5 - Prime Opportunity Areas

“Prime Opportunity Areas” shall mean Single-Family Residential Zones (2-R, 3-R, 7-R), Multiple-Family Residential Zone (M-R), Core Commercial Zone (C-1), Periphery Commercial Zone (C-2), Convenience Commercial Zone (C-3), Recreation-Open Space Zone (Rec-OS), Open Space Zone (OS), and Lake Zone (L).



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 18, 2023

SUBJECT: **10:15 AM - TIME CERTAIN PUBLIC HEARING:**
Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on April 11, 2023, adding Chapter 14 of Title 6 of the Plumas County Code relating to the Plumas County Organic Waste Disposal reduction; approved as to form by County Counsel; discussion and possible action. Four/ fifths roll Call Vote

Recommendation:

Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on April 11, 2023, adding Chapter 14 of Title 6 of the Plumas County Code relating to the Plumas County Organic Waste Disposal reduction; approved as to form by County Counsel.

Background and Discussion:

California's Short-Lived Climate Pollutant Reduction law, commonly known as SB 1383 is a California Senate bill intended to reduce the amount of organic waste in California landfills. The law primarily requires food generators such as grocery stores to donate excess edible food in order to divert organic waste from landfill disposition. Additionally, the law creates reporting, enforcement and educational obligations for various Plumas County departments. In February of 2022, Solid Waste staff created and distributed educational material to all Plumas County businesses affected by SB 1383, informing them of their obligations under the new law.

IMPLICATIONS:

This Ordinance will create monetary penalties for large scale commercial food generators (ie: grocery stores not restaurants) not in compliance with SB 1383 requirements for donating excess edible food and diverting organic waste. Additionally, this Ordinance will delegate specific SB 1383 related tasks to various departments within Plumas County. This Ordinance creates an "educational period" lasting from ratification to January 1, 2024, giving affected business time to come into compliance with SB 1383 regulations before monetary penalties are enforced.

Action:

An Ordinance of the County of Plumas, State of California, Amending Title 6 Sanitation and Health, adding a new chapter

Fiscal Impact:

N/A

Attachments:

1. PUBLIC NOTICE - Hearing to Amend Plumas County Code of Ordinances, Title 6
2. 22-013 FINAL



PUBLIC NOTICE

OF A HEARING TO AMEND THE PLUMAS COUNTY CODE OF ORDINANCES, ADDING A CHAPTER TO TITLE 6, SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., APRIL 11, 2023

An addition to Title 6 of The Plumas County Code of Ordinances pursuant to California Senate Bill 1383. This Ordinance will create monetary penalties for large scale commercial food generators (ie: grocery stores not restaurants) not in compliance with Senate Bill 1386. This Ordinance creates an “educational period” lasting from ratification to January 1, 2024, giving affected businesses time to come into compliance with Senate Bill 1383 regulations before monetary penalties are enforced.

The relevant ordinance can be viewed here:

<https://www.plumascounty.us/DocumentCenter/View/44317/Addition-to-Plumas-County-Code-of-Ordinances-Title-6>

More information regarding Senate Bill 1383 and its implications can be viewed here:

<https://www.plumascounty.us/DocumentCenter/View/39055/Plumas-County-SB-1383-Education-and-Resource-Guide>

If viewing this document in print, you can access the PDF version with hyperlinks at plumascounty.us > Home > Departments > Public Works > Solid Waste > Public Documents

For more information you can contact Public Works at 530-283-6032

ORDINANCE NO. 22-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING CHAPTER 14 OF TITLE 6 OF THE PLUMAS COUNTY CODE RELATING TO THE PLUMAS COUNTY ORGANIC WASTE DISPOSAL REDUCTION

An ordinance creating Chapter 14 of Title 6 of the Plumas County Code, relating to the requirements for the reduction of organic waste disposal.

The BOARD OF SUPERVISORS of the County of Plumas, State of California, ordains as follows:

SECTION 1. Chapter 14 of Title 6 is hereby added as follows:

Organic Waste Disposal Reduction.

- 6-14.01 Title
- 6-14.02 Purpose and Findings
- 6-14.03 Definitions
- 6-14.04 Requirements for Recordkeeping and Reporting Authority
- 6-14.05 Requirements for Education and Outreach
- 6-14.06 Requirements for Single Family Generators
- 6-14.07 Requirements for Commercial Businesses
- 6-14.08 Requirements for Commercial Edible Food Generators
- 6-14.09 Requirements for Food Recovery Organizations and Services, Jurisdictions, and Regional Agencies
- 6-14.10 Requirements for Haulers and Facility Operators
- 6-14.11 Self-Hauler Requirements
- 6-14.12 Compliance with CalGreen Recycling Requirements
- 6-14.13 Model Water Efficient Landscaping Ordinance Requirements
- 6-14.14 Procurement Requirements for Jurisdiction Departments, Direct Service Providers, and Vendors

- 6-14.15 Inspections and Investigations by Jurisdiction
- 6-14.16 Enforcement
- 6-14.17 Effective Date
- 6-14.01 TITLE.

This Chapter may be cited as the Organic Waste Disposal Reduction Ordinance.

6-14.02 PURPOSE AND FINDINGS

The County of Plumas finds and declares:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (c) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations applicable to their jurisdiction. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

(e) The County of Plumas meets the definition of Rural Jurisdiction as defined in Section 42649.8 of the Public Resources Code and has therefore applied for the Rural Exemption in compliance with Section 18984.12 (c) of Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations” or “Regulations”). The County of Plumas is not subject to Article 3 Organic Waste Collection Services, Section 18992.1 of Article 11 Organic Waste Capacity Planning, and Sections 18993.1 and .2 of Article 12 Procurement of Recovered Organic Waste Products through December 21, 2026. Collection of recyclables and organics may occur in exempt rural areas and that collection is not subject to SB 1383 regulations or this ordinance unless otherwise required.

(f) The County of Plumas is subject to providing education and outreach information to organic waste generators, enforcing certain provisions of the CALGreen Building Standards and Model Water Efficient Landscape Ordinance, implementing an edible food recovery program and edible food recovery capacity planning, procurement of paper products, facility sampling for contamination of materials, inspections and enforcement, and recordkeeping and reporting to CalRecycle in compliance with the SB 1383 Regulations.

6-14.03 DEFINITIONS

(a) “CalRecycle” means California’s Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(b) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(c) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(d) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(e) “Compliance Review” means a review of records by a Jurisdiction or Regional Agency to determine compliance with this ordinance.

(f) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and

750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(g) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(h) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(i) "C&D" means construction and demolition debris.

(j) "Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(k) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(l) "Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(m) "Food" has the same meaning as in Section 113781 of the Health and Safety Code. "Food" means a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

(n) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(o) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(p) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(q) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the

public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(r) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(s) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(t) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(u) “Inspection” means a site visit where a Jurisdiction or Regional Agency reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(v) “Jurisdiction” means the County of Plumas

(w) “Jurisdiction Enforcement Official” means director of Plumas County Environmental Health or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

(x) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(y) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(z) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(aa) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(bb) “MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(cc) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(dd) “Non-Local Entity” means the following entities that are not subject to the Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42)

- (1) Special District(s) located within the boundaries of the jurisdiction.
- (2) Federal facilities, including federal parks, located within the boundaries of the jurisdiction.

(3) Facilities operated by the State Park system located within the boundaries of the Jurisdiction.

(4) Public universities (including community colleges) located within the boundaries of the Jurisdiction.

(5) County fairgrounds located within the boundaries of the Jurisdiction.

(6) State agencies located within the boundaries of the Jurisdiction.

(ee) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(ff) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(gg) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(hh) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(ii) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(jj) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(kk) “Prohibited Container Contaminants” means materials designated as unacceptable for collection or drop-off.

(ll) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(mm) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(nn) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(oo) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(pp) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(qq) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(rr) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(ss) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(tt) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(uu) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Solid Waste for the purposes of collection and processing.

(vv) “State” means the State of California.

(ww) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(yy) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(xx) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(zz) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

6-14.04 REQUIREMENTS FOR THE RECORDKEEPING AND REPORTING AUTHORITY

- (a) In conformance with Section 18995.2 of the Regulations, the Plumas County Department of Public Works will store and maintain the Implementation Record for each of the Jurisdictions in a manner as required in the Regulations, provided that the information is made available to the Reporting Authority by the Jurisdictions creating such records.
- (b) The Plumas County Department of Public Works shall be the Reporting Authority and shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2, after providing jurisdictions an opportunity for input.
- (c) The Reporting Authority shall submit the Edible Food Recovery Capacity required reports in accordance with the schedule established in Section 18992.3.
- (d) Upon request by a CalRecycle representative, the Reporting Authority will provide access to the Implementation Record within 10 business days. In conformance with the California Public Records Act (Government Code §6250 *et seq.*). The Reporting Authority will

also respond to a request for public records contained in the Implementation Record. The Reporting Authority and any Jurisdiction or Responsible Department shall each notify the other if a request for all or part of the Implementation Record is received and shall coordinate a response to such request.

6-14.05 COMPLIANCE WITH EDUCATION AND OUTREACH

- (a) The Plumas County Department of Public Works shall provide educational materials and community outreach, in consultation with the jurisdictions, to organic waste generators in English and Spanish that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below.
- (b) In providing the education and outreach materials described below, the Plumas County Department of Public Works intends that its education and outreach efforts will be consistent with, and in coordination with, the education and outreach provided by the Jurisdictions' franchised haulers. Although Non-Local Entities and Local Education Agencies are not under the Jurisdictions' control but are still subject to SB 1383, the Plumas County Department of Public Works shall also identify and provide them with the educational materials on the requirements set forth below.
- (c) Prior to February 1, 2022, the Plumas County Department of Public Works will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding local opportunities for organic waste reduction and the responsibilities and requirements set forth in Sections 18985.1, 18985.2, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the County of Plumas website, content made available for posting on the Jurisdictions' websites, and brochures made available for distribution to Generators. The Plumas County Department of Public Works will additionally distribute the information through other social media as deemed appropriate at the Plumas County Department of Public Works' discretion. The information generated pursuant to this subparagraph shall be updated at least annually.
- (d) Through email, letters, or other direct communication, Plumas County Department of Public Works shall annually notify Tier I and II Commercial Edible Food Generators within each Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.

6-14.06 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Solid Waste Generators shall comply with the following requirements:

(a) Shall comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

(b) Single-Family Solid Waste Generators are encouraged to manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

6-14.07 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Commercial Businesses, including Multi-Family Residential Dwellings of five or more units, that generate more than four cubic yards of commercial solid waste per week shall arrange for recycling services and shall take at least one of the following actions:

(a) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(b) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

(d) Comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

(1) Source Separated Recyclable Materials;

(2) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 6-14.11 of this ordinance.

(e) Supply and allow access to an adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with Jurisdiction's collection service.

(f) Excluding Multi-Family Residential Dwellings, provide containers for the collection of those Source Separated Recyclable Materials as applicable in all indoor and outdoor areas where disposal containers are provided for customers for materials generated by that business. Such containers do not need to be provided in restrooms.

(g) To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, tenants, and

customers from placing materials in a container not designated for those materials per the Jurisdiction's collection service.

(h) Annually provide information to employees, contractors, tenants, and customers about Solid Waste Recovery requirements and about proper sorting of Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Recyclable Materials separate from Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with 6-14.15 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with Jurisdiction's Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with 6-14.07(d).

(l) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 6-14.11 of this ordinance.

(m) Nothing in this Section prohibits a Commercial Business from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 6-14.08.

6-14.08 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 6-14.08 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow Jurisdiction's designated enforcement entity or Regional Agency to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) No later than March 1 of each year commencing no later than 2023 for Tier One Commercial Edible Food Generators and 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the Plumas County Department of Public Works that includes all information listed above in 6-14.08(c)(5).

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good

Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

6-14.09 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES AND JURISDICTION

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction the total pounds of Edible Food recovered in the previous calendar year from the

Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.

(d) Food Recovery Capacity Planning

(1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the Jurisdiction or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the County of Plumas, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the County of Plumas shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the Jurisdiction or Regional Agency.

(e) Jurisdictions. Cities and special districts that provide solid waste collection services located within the county shall conduct Edible Food Recovery capacity planning, in coordination with the county.

(1) If the county identifies that new or expanded capacity to recover Edible Food is needed, then each Jurisdiction within the county that lacks capacity shall:

(A) Submit an implementation schedule to CalRecycle and the county that demonstrates how it will ensure there is enough new or expanded capacity to recover the Edible Food currently disposed by Commercial Edible Food Generators within its Jurisdiction by the end of the reporting period set forth in 14 CCR Section 18992.3. The implementation schedule shall include the information specified in 14 CCR Section 18992.2(c)(1)(A).

(B) Consult with Food Recovery Organizations and Food Recovery Services regarding existing or proposed new and expanded capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators.

(2) If the county finds that new or expanded capacity is needed, the county shall notify the Jurisdiction(s) that lack sufficient capacity.

(3) A city, special district that provides solid waste collection services contacted by the county pursuant to this Section shall respond to the county's request for information within 120 days of receiving the request from the county, unless a shorter timeframe is otherwise specified by the county.

6-14.10 REQUIREMENTS FOR FACILITY OPERATORS AND COMMUNITY COMPOSTING OPERATIONS

(a) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall respond within 60 days.

(b) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

6-14.11 SELF-HAULER REQUIREMENTS

(a) Self-Haulers shall source separate all recyclable materials generated on-site from Solid Waste in a manner consistent with County of Plumas requirements.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Solid Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the waste.
- (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 6-14.11(c) to Plumas County Department of Public Works if requested. Records shall be retained for a minimum of five years.

(e) A residential Solid Waste Generator that self-hauls Solid Waste is not required to record or report information in Section 6-14.11(c) and (d).

6-14.12 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

(a) The Chief Building Official is responsible for CALGreen Building Code compliance, including the tracking and reporting of Construction and Demolition (C&D) debris diversion and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Persons applying for a permit from the County of Plumas for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Plumas County Building Department for complete CALGreen requirements.

(c) For projects covered by CALGreen, the applicants must, as a condition of the County of Plumas permit approval, comply with the following:

- (1) New construction of Multi-Family dwelling units of five or more units on a building site, shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) C&D disposal shall comply with CALGreen requirements and applicable laws related to management. Comply with all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

6-14.13 COMPLIANCE WITH MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

(a) The Chief Building Official is responsible for Model Water Efficient Landscaping Ordinance compliance, including the tracking and reporting of compost and mulch use requirements and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 6-14.13.

(c) The following compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(d) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-14.13(b) above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

(A) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

(B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-14.13(b) shall consult the full MWELO for all requirements.

(d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

6-14.14 PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) Each County of Plumas department is responsible for the paper procurement compliance, including the tracking and reporting of procurement by each department and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recycled-Content Paper Procurement policy adopted on December 6, 2022 and subsequent amendments.

(c) All vendors providing Paper Products and Printing and Writing Paper shall:

- (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- (5) Provide records to the Plumas County Department of Public Works, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all

Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic) of the invoice or other documentation of purchase, written certifications as required in Sections 6-14.14(c)(3) and (c)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided and include supporting documentation.

6-14.15 INSPECTIONS AND INVESTIGATIONS BY COUNTY OF PLUMAS

- (a) Plumas County Environmental Health representatives, is authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Solid Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (1) access to an entity's premises; or (2) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a County of Plumas representative and/or its designated entities during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) Plumas County Department of Environmental Health is authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) Plumas County Department of Public Works and/or its designated entities shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

6-14.16 ENFORCEMENT

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, or their designated entity, legal counsel, or combination thereof.

(d) Process for Enforcement

(1) Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, investigation of complaints, and an Inspection program. Section 6-14.15 establishes Jurisdiction's right to conduct Inspections and investigations.

(2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.

(3) Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

(4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's requirements contained in Section 6-14.16(j).

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party

responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 6-14.15 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Plumas County Department of Public Works will conduct Inspections, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the Plumas County Department of Public Works determines that Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Enforcement Table

The following is a list of potential violations for entities subject to this ordinance

Table 1. List of Violations

Requirement	Description of Violation
Hauler Requirement	A hauler providing residential, Commercial or industrial Solid Waste collection service fails to transport Solid Waste to a facility, operation, activity, or property that recovers Recyclable Waste, as prescribed by this ordinance.

Hauler Requirement	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the Jurisdiction to haul Solid Waste as prescribed by this ordinance.
Hauler Requirement	A hauler fails to keep a record of the applicable documentation of its approval by the Jurisdiction, as prescribed by this ordinance.
Self-Hauler Requirement	A generator who is a Self-Hauler fails to comply with the requirements of Section 6-14.11
Commercial Edible Food Generator Requirement	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2023.
Commercial Edible Food Generator Requirement	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 6-14.08.

SECTION 2. Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Section 1 of this ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2023, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of _____ 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: April 18, 2023

SUBJECT: Information regarding the United Way of Northern California and Plumas Rural Service's partnership providing information and referral services for the Dixie Fire Recovery, and the continued evolution and development of the 211 Information and Referral Services towards 24 hour, 211 services, in Plumas County; discussion, direction and possible action.

Recommendation:

Authorize the County administrative officer to draft a Plumas County letter of Support on behalf of the Board of Supervisors to get the process started for a 2-1-1 line.

Background and Discussion:

The United Way of Northern California and Plumas Rural Service's partnership are providing information and referral services for the Dixie Fire Recovery. Together, the agencies are deeply invested in this work and seeking a letter of support signifying the BOS desire to see continued evolution of Dixie Fire Recovery Information and Referral Services towards 24 hour, 211 services, in Plumas County. The agencies are requesting to provide a presentation as early as the first meeting in May.

Action:

Authorize the County administrative officer to draft a Plumas County letter of Support on behalf of the Board of Supervisors to get the process started for a 2-1-1 line.

Fiscal Impact:

N/A

Attachments:

1. DRAFT Plumas BOS support letter
2. 2022_California_Public_Utility_Commission.docx (003)

To Michele Piller (CEO, Plumas Rural Services) and Larry Olmstead (CEO, United way of Northern California)

This letter serves as notification that on DATE the Plumas County Board of Supervisors voted to support collaboration and further efforts towards application of United Way of Northern California (UWNC) - in partnership with Plumas Rural Services (PRS)-for assignment of the 2-1-1 dialing code in Plumas County.

UWNC and PRS currently support Dixie Fire recovery by providing information, resources and navigation support. Together these agencies are positioned to take on the development towards full 2-1-1 service. These services will bring much needed information and referrals to county residents in the areas of utility assistance, affordable housing, support for mental health and addiction, food and clothing needs and other important social services. Crucially, 2-1-1 will be an easy-to-access number for area disaster information in events such as wildfires, floods and other public emergencies.

These agencies are strong and credible players in the social services arena in Plumas County. United Way of Northern California has successfully operated 2-1-1 in Shasta, Siskiyou and Tehama; those programs are growing and have established strong partnerships with the respective county governments and with non-profits. We are confident of similar results in Plumas County, as United Way of Northern California and Plumas Rural Services have presented a sustainable model that will garner wide support in the community and among local government and non-profit agencies.

This letter was approved by the Plumas County Board of Supervisors on DATE by the following vote:



COUNTY OF SISKIYOU

Board of Supervisors

1312 Fairlane Rd, Suite 1
Yreka, California 96097
www.co.siskiyou.ca.us

(530) 842-8005
FAX (530) 842-8013
Toll Free: 1-888-854-2000, ext. 8005

October 21, 2022

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

To the Commission:

This letter serves as notification that on November 1, 2022, the Siskiyou County Board of Supervisors voted unanimously to support the application of United Way of Northern California (UWNC) – in partnership with Siskiyou Community Services Council (Siskiyou CSC) – for assignment of the 2-1-1 dialing code in Siskiyou County.

The 2-1-1 service, Siskiyou Connect, has brought much needed information and referrals to county residents in the areas of utility assistance, affordable housing, support for mental health and addiction, food and clothing needs and other important social services. Crucially, 2-1-1 has been an easy-to-access number for area disaster information in events such as wildfires, floods and other public emergencies.

Siskiyou CSC and UWNC are positioned to provide 24-7-365 service via phone, text and web. These agencies are strong and credible players in the social services arena in Siskiyou County. United Way has successfully operated 2-1-1 in Shasta and Tehama counties; those programs are growing and have established strong partnerships with the respective county governments and with non-profits. We are confident of similar results in Siskiyou County, as United Way and Siskiyou CSC have presented a sustainable model that will garner wide support in the community and among local government and non-profit agencies.

Thank you for your consideration. We look forward to your support and approval of a program that has served county residents, government agencies and non-profits alike.

This letter was approved by the Siskiyou County Board of Supervisors on November 1, 2022, by the following vote:

AYES: Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss

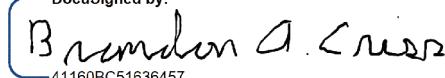
NOES: None

ABSENT: None

ABSTAIN: None

Sincerely,

DocuSigned by:


41160BC51636457

Brandon A. Criss, Chair

Board of Supervisors

Brandon Criss

District 1

Ed Valenzuela

District 2

Michael Kobseff

District 3

Nancy Ogren

District 4

Ray Haupt

District 5