



Board of Supervisors

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

**AGENDA FOR REGULAR MEETING
AUGUST 1, 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

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 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.

C. Dame Shirley Plaza Support or Non-Support NEW Courthouse; discussion and possible action. View Item

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. AGRICULTURE -WEIGHTS & MEASURES DEPARTMENT

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Agriculture/ Weights & Measures Department and the California Department of Food and Agriculture (CDFA) to provide enforcement through market and production site inspections and investigations in collaboration with CDFA's Certified Farmers Market program; effective July 1, 2023; not to exceed \$440.00 (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an Agreement Between Plumas County Behavioral Health and Progress House for residential treatment of substance-use disorder clients; effective July 1, 2023; not to exceed \$50,000.00 (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health Department and Gold Country Storage for Behavioral Health records and office storage; effective July 1, 2023; not to exceed \$2,520.00 (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

C. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in July of 2023, as submitted.

D. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign an Agreement between Facility Services and Smith Tree Services for tree trimming/pruning and removal; not to exceed \$10,000.00; (General Fund Impact on an as-needed basis); approved as to form by County Counsel. [View Item](#)

E. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders effective July 1, 2023; not to exceed \$35,000.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Probation Department and Cordico Psychological Group to provide psychological evaluations on current employees and pre-employment psychological evaluations for individuals as a condition of their employment in Fiscal Year 2023-2024; effective July 1, 2023; amount not to exceed \$4,000.00; (No General Fund Impact) approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign a Memorandum of Understanding between the Plumas County Probation Department and the Butte County Probation Department for Juvenile Detention Facility services, effective July 1, 2023; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

F. PUBLIC HEALTH AGENCY

- 1) Adopt a **RESOLUTION** to accept and approve Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention branch for funding Supplemental Nutrition Assistance Program-Education (SNAP-Ed), in the amount of \$584,604.00, term beginning October 1, 2023 and ending September 30, 2026; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 2) Adopt a **RESOLUTION** to accept and approve Grant Agreement Number 23-10400 from the California Department of Public Health, California Housing Opportunities for Persons With AIDS (HOPWA) Program in the amount of \$233,994.00, for Fiscal Years July 1, 2023 through June 30, 2028; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

- 3) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Anna Hanlon, RDH to provide licensed dental screenings and oral health education at County Schools, Preschools and the Community for fiscal year 2023-2024; not to exceed \$24,300.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to ratify an Agreement between Plumas County Public Health Agency and Ashley Blesse, RN, to act as medical clinical advisor for Plumas, Sierra and Lassen counties; effective July 1, 2023 through June 30, 2024; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; one (1) Extra-help Office Assistant I/II/III or Administrative Assistant I/II position; (No General Fund Impact). [View Item](#)
- 6) Approve and authorize the Department of Public Health to recruit and fill; funded and allocated; vacant one (1) 0.75 FTE Permanent part-time Driver for Senior Services at the Chester site; (General Fund Impact of \$9,169.00). [View Item](#)
- 7) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Modoc County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; effective April 1, 2023; not to exceed \$7,390.00, (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

G. SHERIFF'S DEPARTMENT

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Sheriff's Office and Allied Electronic Monitoring to provide electronic monitoring equipment to monitor inmates on work furlough or on Alternative Custody; effective July 1, 2023; not to exceed \$9,999.00; (General Fund Impact of up to \$9,999.00); approved as to form by County Counsel. [View Item](#)

H. SOCIAL SERVICES

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center to provide Home Safe Program services for FY 2023; not to exceed \$250,000 (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program; effective July 1, 2023; not to exceed \$30,000.00 (No General Fund Impact) ; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center, to provide services supporting, and maintaining housing stability; effective July 1, 2023; not to exceed \$368,250.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and UBEO West LLC, for a 3-year lease on a photocopier and service agreement: not to exceed \$15,000.00 (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

I. INFORMATION TECHNOLOGY

- 1) Approve and authorize the Chair to sign an Agreement between the Plumas County Department of Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2023; not to exceed \$20,000.00; (General Fund Impact of \$20,000.00) approved in the FY 2023/2024 Budget; 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. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

- 1) Adopt a **RESOLUTION** designating the Beckwourth CSA Manager as Beckwourth CSA Agent to execute for or on behalf of Beckwourth CSA, and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program; (No General Fund Impact), approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. **DEPARTMENTAL MATTERS**

A. AUDITOR-CONTROLLER - Martee Nieman (Graham)

- 1) Auditor-Controller update on FY 2021-2022 Audit with Smith & Newell.

B. BUILDING DEPARTMENT - Charles White

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Building Department and Wheels West, Inc., for the fixed asset purchase of \$34,726.69 for a 2021 Ford Bronco Sport, and \$37,100.19 for a 2022 Ford Bronco Sport; for a total not to exceed \$71,826.88; (General Fund impact of \$71,826.88) approved in the FY 2023/2024 budget; approved as to form by County Counsel; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

C. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of \$283,090 from the Office of Emergency Services for funding the Victim Witness Program for the grant period of 10/01/2023 to 09/30/2024; and authorize the Board Chair to sign Grant Subaward Certification of Assurance of Compliance; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Sheriff's Department and Sunridge Systems, (RIMS) using a sole source procurement for the purchase of, and maintenance of, a new records management system for use by the Sheriff's Office; not to exceed \$481,207.00 (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View Item](#)

D. PUBLIC WORKS - John Mannle

- 1) Approve and authorize the Chair to sign the Chester Transfer Station Property Damage Release Document totaling \$64,243.27 (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and the State of California Department of Transportation to delegate maintenance of two gateway monument signs for the community of Chester; Public Works to be compensated \$1,250.00 for each sign Yearly, for a yearly total of \$2,500.00; (No General Fund Impact); discussion and possible action. [View Item](#)

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. CAO Report
- B. Courthouse Bathroom Repairs, estimated to cost \$13,900.00 (General Fund Impact); discussion and possible action. [View Item](#)
- C. Consideration of Engie Feasibility Study; (General Fund Impact) discussion, and possible direction. [View Item](#)
- D. Eastern Plumas Rural Fire Protection District; discussion and staff direction. [View Item](#)

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Tandy K. Bozeman to the Plumas County Museum Board of Directors for a term of 3 years as recommended; discussion and possible action.
- 2) Deputize or appoint a Clerk of the Board; discussion and possible action.
- 3) Grizzly Lake Community Services District; discussion and possible action
- 4) Adopt **RESOLUTION** to appoint Sharon Sousa Behavioral Health Director effective August 1, 2023; and approve and authorize Chair to sign employment agreement; discussion and possible action
Roll call vote [View Item](#)
- 5) Appoint Joella Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum; discussion and possible action. [View Item](#)

B. CORRESPONDENCE

C. INFORMATIONAL ANNOUNCEMENTS

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
 - 1. Agricultural Commissioner
 - 2. Behavioral Health Director
 - 3. Building Services Director
 - 4. Chief Probation Officer
 - 5. Child Support Services Director
 - 6. County Administrative Officer
 - 7. County Counsel
 - 8. Environmental Health Director
 - 9. Facility Services Director
 - 10. Fair Manager
 - 11. Human Resources Director
 - 12. Information Technology Director
 - 13. Library Director
 - 14. Museum Director
 - 15. Planning Director
 - 16. Public Health Director
 - 17. Public Works Director
 - 18. Risk & Safety Manager
 - 19. Social Services Director

- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. 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
- D. 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
- E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215
- G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (5 cases)
- J. Conference with Legal Counsel: Claim against the County filed by Justin Alexander Dew, received July 21, 2023.
- K. Conference with Legal Counsel: Claim against the County filed by Jam Daffodil Yu, received July 21, 2023.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, August 8, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: August 1, 2023
SUBJECT: Dame Shirley Plaza Support or Non-Support NEW Courthouse; discussion and possible action.

Recommendation:

Discussion and direction to staff

Background and Discussion:

More to come ...

Action:

Discussion and direction to staff

Fiscal Impact:

n/a

Attachments:

1. Letter to Plumas County 20230717



Judicial Council of California

2860 Gateway Oaks Drive, Suite 400 · Sacramento, California 95833-4336

Telephone 916-263-7885 · Fax 916-263-1966

PATRICIA GUERRERO

*Chief Justice of California
Chair of the Judicial Council*

MILLICENT TIDWELL

Acting Administrative Director

PELLA MCCORMICK

Director, Facilities Services

July 17, 2023

Debra Lucero
County Administrative Officer
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

Re: County-owned Dame Shirley Plaza for the new Plumas Courthouse

Ms. Lucero,

Regarding our previous correspondence dated February 7, 2023, the Judicial Council is excited at the possibility of constructing a new courthouse in Plumas County. We would like to make a formal request to the County to provide a Board of Supervisors Resolution by August 10, 2023, expressing endorsement of the new Plumas Courthouse, to be situated on Dame Shirley Plaza, next to the existing courthouse. Specifically, addressing the County's support of the State acquiring Dame Shirley Plaza.

If you are unwilling to sell Dame Shirley Plaza, please inform me immediately as we are now ready to move forward with the subsequent stages of this project. If we do not receive a response from you by August 10, 2023, we will interpret the lack of communication as a lack of interest in the project on the part of the County.

Feel free to reach me at 916-524-9289 or at email Patrick.Morrison@jud.ca.gov if you have any questions.

Sincerely,

Patrick Morrison
Senior Facilities Analyst, Real Estate, Facilities Services

July 17, 2023

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Cc: Deborah Norrie, Plumas Superior Court, Court Executive Officer
Jagan Singh, Principal Manager, Facilities Services
Peggy Symons, Manager, Project Management, Facilities Services
Alisha Dutta, Project Manager, Facilities Services
Chris Magnusson, Facilities Supervisor, Facilities Services
Mary Bustamante, Manager, Real Estate, Facilities Services



**PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Margaret Bell, Agricultural Standards Management Analyst I
MEETING DATE: August 1, 2023
SUBJECT: Certified Farmers Market Agreement #20-0054-000-SA

Recommendation:

The Chair of the Board to sign the ratified contract for Certified Farmers Market contract # 23-*0054-000-SA

Background and Discussion:

The Agriculture Department contracts with CDFA in order for the Ag department to provide enforcement through market and production site inspections and investigations in collaboration with CDFA Certified Farmers Market program.

Action:

The Chair of the Board to sign the ratified contract for Certified Farmers Market contract # 23-*0054-000-SA

Fiscal Impact:

No fiscal impact

Attachments:

1. Certified Farmers Mkt #23-0054-000-SA

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
23-0054-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF PLUMAS
2. The Agreement Term is: July 1, 2023 through June 30, 2024
3. The maximum amount of this Agreement is: \$440.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:
Exhibit A: Recipient and Project Information 2 Page(s)
Exhibit B: General Terms and Conditions 5 Page(s)
Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Legal Name)
COUNTY OF PLUMAS

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Dwight Ceresola Chair of the Board

ADDRESS

208 Fairgrounds Road, Quincy, CA 95971

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections as outlined in the Food and Ag. Code, Division 17, Chapter 10.5, the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any state policies.

Project Title: Certified Farmers Market Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Willo Vieira
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	COUNTY OF PLUMAS
Address:	1220 N Street	Address:	208 Fairgrounds Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Quincy, CA 95971
Phone:	916-597-7328	Phone:	530-283-6365
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	willovieira@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Willo Vieira
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	County of Plumas
Address:	1220 N Street	Address:	208 Fairgrounds Rd.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Quincy, CA 95971
Phone:	916-597-7328	Phone:	530-283-6365
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	willovieira@countyofplumas.com

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	Margaret Bell
Organization:	County of Plumas
Address:	208 Fairgrounds rd.
City/State/Zip:	Quincy CA 95971
Phone:	(530) 283-6366
Email Address:	margaret.Bell@countyofplumas.com

Plumas.com

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *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 Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This MOU is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient 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 Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK
Fiscal Year 2023/2024

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5 and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2023.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this Agreement include:

- Market inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Production site inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this Agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this Agreement, prior to the release of any information.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leldolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate (CPC)
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
 - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
 - Reviewing each CPC to ensure it is valid and all commodities being offered for sale are listed on the certificate
 - Performing a visual inventory of all commodities on display and in the producer's vehicle
 - Inspecting scales being used by certified producers to ensure they are approved and sealed
 - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the CPC, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
 - Issue Notices of Noncompliance when violations occur
 - Document the number of vendors selling under the authority and management of the market operator
 - certified agricultural producers
 - producers of noncertifiable agricultural products
 - all other vendors participating in the ancillary section of the market
 - Request product lists from the market operator (as needed)
 - Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
 - Production verification inspections shall be scheduled within 48 hours of the market inspection.
 - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
 - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
 - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, with the exception of additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
 - Name of the staff member performing the specified functions
 - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
 - Billable hours
 - Salary (reported as an hourly rate)
 - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to on-site observations; assessment of inspection procedures, and; reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.

2023/2024 Certified Farmers' Market Fiscal Display

County Plumas
Cooperative Agreement # _____

Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, production site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$440.00
COOPERATIVE AGREEMENT TOTAL:	
	\$440.00

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.

(Rev. 3/2021)

General Information	
Date:	
Agreement Number:	
Billing Month:	
Country:	
Country Invoice No (Optional):	

Inspection & Investigation Costs

Page	Title
1	
2	
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Miscellaneous Costs (e.g. equipment, contracting for

[illegible]

Please send to: Payee Name Street Address City/State/Zip Code

For State Use Only	
Date Approved:	
Approved By:	
Account Code:	
Agreement No.:	
Program Code:	9999000404 CFM

Submitter's Signature		Date

[illegible]



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Che Shannon, Management Analyst II
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement Between Plumas County Behavioral Health and Progress House for residential treatment of substance-use disorder clients; effective July 1, 2023; not to exceed \$50,000.00 (No General Fund Impact); approved to form by County Counsel.

Recommendation:

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$50,000.00 Agreement with Progress House

Background and Discussion:

Progress House is a residential facility to treat substance-use disorder clients. This \$50,000.00 Agreement has been approved to form by County Counsel.

Action:

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$50,000.00 Agreement with Progress House

Fiscal Impact:

No impact on the General Funds.

Attachments:

1. 2.H.1.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Progress House, Inc. (**hereinafter referred to as "Contractor"**).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty thousand Dollars (\$50,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by from July 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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in

addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. With the exception of medical malpractice which will be maintained by the County, 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

PCBH2324SABG PROGRESSHOUSE

indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Progress House Inc.
Shannon Durst, Chief Executive Officer
2844 Coloma St
Placerville, CA 95667

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

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

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

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits,

pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be

provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is incorporated by this reference and made to protect this agreement.
31. Attachment Exhibit C provides General Provisions.

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

CONTRACTOR:

Progress House, Inc.

By: _____
Name: Shannon Durst
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By: _____
Name: Taylor Duke
Title: Chief Financial Officer
Date signed:

COUNTY:

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

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

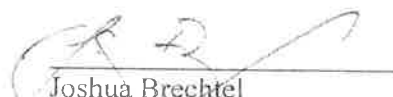
APPROVED AS TO CONTENT:

Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name:
Title:
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/18/2023

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Progress House, Inc. referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

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

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

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

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

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

Name: Sharon Sousa, LMFT _____

Interim Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: _____

Date: _____

BUSINESS ASSOCIATE

Name Shannon Durst

Title: Chief Executive Officer

Address: 2844 Coloma Street

Placerville, CA 95667

Signed: _____

Date: _____

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A - SCOPE OF WORK

Detox Services: The detoxification program is a non-medical treatment facility. The program may continue from 7 to 20 days depending on the substance, history and length of use, and frequency. Clients will receive an intake, assessment, and treatment plan from a Substance Use Disorder Counselor with 24/7 supervision. Staff will provide individual counseling sessions, regularly monitor vital signs, offer three nutritious home cooked meals a day, and provide cleaning and laundry services. Progress House will assist in Medication Assisted Treatment if needed according to the client's physician's prescriptions and instructions. Drug testing will be performed to release client to the next level of care, such as Residential Treatment or Outpatient Services.

Residential Services: The residential program is primarily designed for 30 to 90 days. Pregnant women may stay up to two months post-partum, or an 11 month treatment stay through Medi-Cal standards and regulations. Progress House uses evidence-based practices and experiential practices that assist a client to identify strengths to build upon. The facilities are a home-type setting, providing each client with their own space to keep personal belongings. Clients will be transported to and from appointments twice per week (if necessary) within a 30 mile radius of the facility. As part of our life skills program, clients will participate in daily cooking and cleaning duties. Peri-natal and Women with Children facilities provide daycare services while clients are receiving treatment.

Transitional Living: Transitional Living Houses are gender specific. Women can bring up to 2 children under the age of 12 with them to live. The houses are equipped with furnishings, cooking and eating house-wares, bedding, phone, and television. Clients are responsible for their own food and personal hygiene supplies. Clients are required to participate in household chores and keep the houses and surrounding grounds clean and orderly. Progress House staff monitors the houses and requires a minimum of two random UA tests per month. Clients must have a minimum of 30 days clean and sober to enter into the Transitional Living houses and must be participating in an outpatient treatment program.

Outpatient Services: Day treatment services include both group and individual counseling. Progress House provides general Outpatient

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Services as well as Intensive Outpatient. These services range from 3 - 9 hours of treatment weekly. All treatment plans and services are individualized and provided by qualified Substance Use Disorder Counselors.

Individual Session (One hour)

Group Counseling (One and a half hours - 3 hours) Intensive Outpatient (Per Day)

Urinalysis Testing (Includes random scheduling, monitoring and reporting)

EXHIBIT B - FEE SCHEDULE

**Service Rates
Fiscal Year 2023/24**

Residential Services:

Non-Perinatal Facility (ASAM Level 3.1) (Men's Daily Rate) \$160.00

Women's Facility (Perinatal & Non-Perinatal) (ASAM Level 3.1) \$160.00
(Women with or without Children, Parenting or Non-Parenting Daily Rate)

Transitional Living:

Daily Rate \$ 25.00
(Includes at minimum two random UA tests per month)

Outpatient Services:

Individual Session \$ 95.00
(One hour)

Group Counseling : \$ 65.00
(One and a half hours)

Case Management/Care Coordination \$2.66 per/min

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor \$270.00 per hour for direct and indirect services related to Medical Direction and Medication Assisted Treatment.
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

EXHIBIT C

General Provisions

1. Additional Contract Restrictions-

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act-

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs-

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County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances-

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension-

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles-

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996-

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.
Biennial 2022-24 SABG County Application Enclosure 2 Page 13 of 23

A. Trading Partner Requirements-

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards-

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing-

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has

obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies-

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention-

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

<https://minorityhealth.hhs.gov/pmh/browse.aspx?lvl=2&lvlid=53><https://thinkculturalhealth.hhs.gov/clas/standards>

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

20. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that

explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health Department and Gold Country Storage for Behavioral Health records and office storage; effective July 1, 2023; not to exceed \$2,520.00; approved as to form by County Counsel.

Recommendation:

Respectfully requesting the Board of Supervisors sign and ratify FY 23/24 \$2,520.00 Agreement with Gold Country Storage. The storage units will be secured and used for Behavioral Health records and office furniture. This Agreement has been approved as to form by County Counsel.

Background and Discussion:

Respectfully requesting the Board of Supervisors sign and ratify FY 23/24 \$2,520.00 Agreement with Gold Country Storage. The storage units will be secured and used for Behavioral Health records and office furniture. This Agreement has been approved as to form by County Counsel.

Action:

Respectfully requesting the Board of Supervisors sign and ratify FY 23/24 \$2,520.00 Agreement with Gold Country Storage. The storage units will be secured and used for Behavioral Health records and office furniture. This Agreement has been approved as to form by County Counsel.

Fiscal Impact:

No impact on General Funds

Attachments:

1. 2.H.2.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Gold Country Self Storage LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Two Thousand five hundred and twenty dollars (\$2,520.00).
3. **Term.** The term of this agreement shall be from July 1, 2023, through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Gold Country Storage from July 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. Plumas County Behavioral Health agrees to hold harmless, indemnify, and defend Gold Country Self Storage from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this agreement. PCBH also agrees to hold harmless, indemnify, and defend Gold Country Self Storage employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to PCBH in connection with the performance of this agreement. Gold Country Self Storage agrees to hold harmless, indemnify, and defend PCBH employees from all claims or losses accruing or resulting from injury, damage, or death of any person, firm or corporation in connection with the performance of this Agreement. Gold Country Self Storage also agrees to hold harmless, indemnify, and defend PCBH employees from any and all claims or losses incurred by any supplier, contractor or subcontractor furnishing work, services, or materials to PCBH in connection with the performance of this agreement. This provision survives termination of this agreement.
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.

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 Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:
Gold Country Self Storage, LLC
101 Trilogy Lane
Quincy, Ca 95971

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.

PCBH2324GOLDCOUNTRYSTORAGE

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

CONTRACTOR:

Gold Country Self Storage, LLC

By: _____

Name: Michele Cruz

Title: Manager

Date signed:

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Title:

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/18/2023

EXHIBIT A

Scope of Work

Rental of three-unit sizes 10 X 20 located at 101 Trilogy Lane, Quincy, California facility.

These units will be secured and used as storage for Behavioral Health records and office furniture.

EXHIBIT B

Fee Schedule

Rental rate per month for each storage unit \$70.00



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

TO: Honorable Chair and Board of Supervisors
FROM: Heidi White, Clerk of the Board
MEETING DATE: August 1, 2023
SUBJECT: Approve the Meeting Minutes for all meetings held in July of 2023, as submitted.

Recommendation:

Approve the attached Board of Supervisors Meeting Minutes for all Meeting Minutes for the month of July 2023 as submitted.

Background and Discussion:

N/A

Action:

The Clerk of the Board respectfully requests that the Board of Supervisors approve the attached Board of Supervisors Meeting Minutes for all Meeting Minutes for the month of July 2023 as submitted.

Fiscal Impact:

N/A

Attachments:

1. Meeting Minutes 07-11-2023
2. Meeting Minutes 07-18-2023
3. Special Meeting Minutes 07-25-2023



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 11, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

The District Attorney's Office has requested that Item 3.D.1. be removed from the Agenda. There are no other additions or deletions to 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.

Pastor George Tarleton offered a brief prayer for the County.

Rose Buzzetta spoke regarding a Trap Neuter and Return Program for the feral cats of Plumas County. She further commented in favor of keeping Dame Shirley Plaza remaining a park.

CAO Lucero spoke with regard to the Plumas County Animal Control and the feral cats in Plumas County.

Kyle Merriam - Spoke in Favor of finding a new location (other than Dame Shirley Plaza) for the Courthouse. She provided a letter for the record ([See letter Here](#))

Lara Wheeler, owner of Indian Valley Innovation Hub, provided a brief overview of this business and programs. ([View IVIH Made in Plumas Hand out](#))

Emily Sorovous - spoke advocating for public meetings regarding the location of the new Courthouse, and the future impacts.

Amy Carey, owner of Carey Candy Co., thanked the Board for extending the ARPA monies distributed to small businesses in the County.

A member of the audience spoke in favor of keeping Dame Shirley Plaza as a community park.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Willow Veirra, Agricultural Weights and Measures - provided a report on the pest exclusion program.

Sharon Sousa, Interim Behavioral Health Director announced that the Chester Facility will be Closed on Wednesdays, due to staffing shortages.

Sheriff Todd Johns thanked his staff for all of their efforts and dedication during the Fourth of July weekend. He also reported on the PG&E Project and the traffic control wait times.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Kest Porter provided a brief report on the DFC efforts and invited everyone to attend the Gold Diggers Day Celebration. ([View DFC Report Here](#))

B. MUNIS HR/PAYROLL MODULE UPDATE

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

Debra Lucero provided the Board of Supervisors with a brief update on the Tyler/ Munis migration process.

2. CONSENT AGENDA

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

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

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

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

A. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in June of 2023, as submitted.

B. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Great Northern Services; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024; effective April 1, 2023; not to exceed amounts PARTB \$61,119.00 and PARTC \$27,750.00; no impact to the General Fund; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Rhonda Lee Brown, RN; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024; effective April 1, 2023; not to exceed amounts PARTB \$9,124.00 and PARTC \$5,350.00; no impact to the General Fund; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY23/24 from the Department of Veterans Affairs.
- 4) Approve and authorize the Chair to ratify and sign two (2) Memorandum of Understanding's between the First 5 Plumas County Children and Families Commission (First 5) and the Plumas County Public Health Agency (PCPHA); First 5 to provide funding to PCPHA for the Family First Home Visiting Program and Home Visiting Data Management; effective July 1, 2023; no impact to the General Fund; approved as to form by County Counsel

C. PUBLIC WORKS

- 1) Approve and authorize the Public Works/Road Department to recruit and fill; funded and allocated, 1.0 FTE Road Maintenance Worker I/II position in the Greenville Maintenance District.

D. SOCIAL SERVICES DEPARTMENT

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and Evident Change for Internet Access to SafeMeasures®; effective July 1, 2023; not to exceed \$14,806.00 for a 2-year term (no general fund impact); approved as to form by County Counsel.

E. PLANNING

- 1) Approve and authorize Chair to sign letter to State Department of Housing & Community Development delegating designee authority to County Administrative Officer and Planning Director under CV2-3 Dragonfly Cafe (20-CDBG-CV2-3-00299) and Small Business Assistance (20-CDBG-CV2-3-00376) Grant Programs for County of Plumas as approved by Resolution No. 21-8629 and Resolution No. 22-8653.

F. HUMAN RESOURCE DEPARTMENT

- 1) Adopt **RESOLUTION** to adopt Plumas County Pay Schedule.

Motion: Adopt [RESOLUTION No. 23-8822](#) to adopt Plumas County Pay Schedule., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

3. DEPARTMENTAL MATTERS

A. PLUMAS COUNTY ELECTIONS - Marcy DeMartile

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Prattville-Almanor Fire Protection District for emergency medical services, fire protection and prevention, and hazardous material response; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 23-8823](#) authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Prattville-Almanor Fire Protection District for emergency medical services, fire protection and prevention, and hazardous material response.

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

Vote: Motion Passed by unanimous vote (**summary:** Yes = 4 No = 0).

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

Abstain: Supervisor - District 3 McGowan

- 2) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Plumas Eureka Community Services District for fire protection and emergency medical response services, including fire prevention and suppression, rescue and other services; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 23-8824](#) authorizing the Plumas County Clerk-Recorder/

Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Plumas Eureka Community Services District for fire protection and emergency medical response services, including fire prevention and suppression, rescue and other services.

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

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

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

- 3) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Chester Public Utility District for fire and emergency medical services; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 23-8825](#) authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Chester Public Utility District for fire and emergency medical services.

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

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

Vote: Motion Passed by unanimous vote (**summary:** Yes = 4 No = 0).

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

Abstain: Supervisor - District 3 McGowan

B. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Approve and authorize the Public Health Agency to schedule an employee(s) workweek to four ten-hour days or an alternative schedule(s), pursuant to the Plumas County Personnel Rules and clarifications. Upon Board authorization, and with the agreement of affected employee(s), employee(s) work a four-ten-hour-day work week or alternative schedules as presented. If authorized by the Board, a list of affected employees will be provided to the Auditor and Human Resources; discussion and possible action.

Motion: Approve and authorize the Public Health Agency to schedule an employee(s) workweek to four ten-hour days or an alternative schedule(s), pursuant to the Plumas County Personnel Rules and clarifications. Upon Board authorization, and with the agreement of affected employee(s), employee(s) work a four-ten-hour-day work week or alternative schedules as presented. If authorized by the Board, a list of affected employees will be provided to the Auditor and Human Resources.

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

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

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

C. SHERIFF - Todd Johns

- 1) Approve and authorize the Sheriff to recruit and fill an Extra Help Animal Shelter Attendant position (no end date). To assist with consistently low staffing levels; discussion and possible action.

Motion: Approve and authorize the Sheriff to recruit and fill an Extra Help Animal Shelter Attendant position (no end date). To assist with consistently low staffing levels.

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

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

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

D. DISTRICT ATTORNEY'S OFFICE - David Hollister

- 1) Approve and authorize a Supplemental Budget Request in the amount of \$128,291 for the Alternative Sentencing Program for FY 2022-23; discussion and possible action. **Four/ fifths roll call vote**

This item has been removed by the District Attorney's Office.

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize the Interim Director of Behavioral Health to accept the lowest bid of three solicited bids, \$105,147.75 from Quincy Auto Company for the purchase of three 2023 Honda CR-V All Wheel Drive. Behavioral Health is requesting to replace three vehicles lost in the Dixie Wildfire on August 4, 2021. Trindell Insurance Company will reimburse Behavioral Health once the purchase is made. The replacement estimate has been approved in the 2022/2023 budget. Requesting the Board of Supervisors authorize Sharon Sousa, the Interim Director of Behavioral Health, to sign the associated paperwork.

Motion: Approve and authorize the Interim Director of Behavioral Health to accept the lowest bid of three solicited bids, \$105,147.75 from Quincy Auto Company for the purchase of three 2023 Honda CR-V All Wheel Drive. Behavioral Health is requesting to replace three vehicles lost in the Dixie Wildfire on August 4, 2021. Trindell Insurance Company will reimburse Behavioral Health once the purchase is made. The replacement estimate has been approved in the 2022/2023 budget.

Requesting the Board of Supervisors authorize Sharon Sousa, the Interim Director of Behavioral Health, to sign the associated paperwork following a review of documents by County Counsel.

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

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

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

F. RISK MANAGEMENT - Travis Goings

- 1) Approve and adopt revised Injury and Illness Prevention Program (IIPP); Revised 4/26/23; approved as to form by County Counsel.

Motion: Approve and adopt revised Injury and Illness Prevention Program (IIPP); Revised 4/26/23.

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

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

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

G. PUBLIC WORKS - SOLID WASTE - John Mannle

- 1) **10:00 AM - TIME CERTAIN PUBLIC HEARING:**

Adopt a **RESOLUTION** establishing a revised fee schedule for collection and related solid waste services for Franchise Service Area No. 1 (Operated by Feather River Disposal); Approved as to form by County Counsel; discussion and possible action. **Roll call vote**

- John Mannle, Director of Public Works, provided a brief presentation regarding the RRI process. Sean Graham provided further details regarding the audited financial statements and how this affects the rates for the franchise contractors.
- Feather River Disposal did not provide additional comments or reports.
- Supervisor Ceresola Opened a Public Hearing for public comment. There was no public comment.
- Summation and recommendation by the Solid Waste Manager, Sean Graham

- Chair Ceresola closed the public hearing and brought the matter back to the board for discussion and possible action.

Motion: Adopt [RESOLUTION No. 23-8826](#) establishing a revised fee schedule for collection and related solid waste services for Franchise Service Area No. 1 (Operated by Feather River Disposal).

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

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

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

- 2) Adopt a **RESOLUTION** establishing a revised fee schedule for collection and related solid waste services for Franchise Area No. 2 (Operated by Intermountain Disposal), approved as to form by County Counsel; discussion and possible action. **Roll call vote**

- John Mannle, Director of Public Works, provided a brief presentation regarding the RRI process.
- William Schoen with R3 and provided information regarding an incorrect calculation and methodology provided by Mr. Mark Mihevc .
- Ricky Ross, owner of Intermountain Disposal provided additional comments.
- Supervisor Ceresola Opened a Public Hearing for the public to comment.
- Mr. Mark Mihevc thanked the board and the department for looking into his concerns.
- The Director of Public Works and County Counsel provided a summation and a recommendation to the board.
- Chair Ceresola closed the public hearing and brought the matter back to the board for discussion and possible action.

Motion: Move to continue this Public Hearing to establish a revised fee schedule for collection and related solid waste services for Franchise Area No. 2 (Operated by Intermountain Disposal). The Public Hearing continued to a date and time certain, of 10:00 A.M. on September 12, 2023.

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

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

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

H. COUNTY COUNSEL - Gretchen Stuhr

- 1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas, State of California, calling and giving Notice of the Holding of a Special Election Consolidated with the Election on November 7, 2023 for the Submission of whether Formation of the Beckwourth Peak Protection District shall be approved, a Special Tax Levied and Board of Directors Elected for such District; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Carry Curtis, thanked the CAO, County Counsel, and the Board for all of their time and help in this matter.

Following staff and board discussion:

Motion: Adopt [RESOLUTION No. 23 - 8827](#) of the Board of Supervisors of the County of Plumas, State of California, calling and giving Notice of the Holding of a Special Election Consolidated with the Election on November 7, 2023 for the Submission of whether Formation of the Beckwourth Peak Fire Protection District shall be approved, a Special Tax Levied and Board of Directors Elected for such District.

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

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

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

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report for June 2023

5. BOARD OF SUPERVISORS

A. Accept letter of resignation from Heidi White, Plumas Clerk of the Board, effective July 31, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Motion: Accept letter of resignation from Heidi White, Plumas Clerk of the Board, effective July 31, 2023, and direct Human Resources to begin recruitment to fill the position.

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

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

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

No: Supervisor - District 5 Engel.

B. Approve and authorize the Chair to sign a letter of supporting the 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; discussion and possible action.

Motion: Approve and authorize the Chair to sign a letter of supporting the 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.

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

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

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

C. APPOINTMENTS

1) Appoint James Willson, and re-appoint Dwight Ceresola, Rachelle Hine, Kendra Fredricksen and Neal Caiazzo to the First 5 Plumas County Children and Families Commission; for the 2023 - 2025 two year term as recommended; discussion and possible action.

Motion: Appoint James Willson, and re-appoint Dwight Ceresola, Rachelle Hine, Kendra Fredricksen and Neal Caiazzo to the First 5 Plumas County Children and Families Commission; for the 2023 - 2025 two year term as recommended.

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

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

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

2) Appoint Sara James as Interim County Counsel; discussion and possible action.

Motion: Appoint Sara James as Interim County Counsel.

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

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

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

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

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding LAFCo and consolidation; the wait time between Quincy and Chester due to traffic control; correspondence with the Rotary Group and beautification in Greenville; LAFCo, PG&E, and CPUC regarding Broadband to Greenville.

Supervisor Hagwood received correspondence regarding emails, phone calls and visits regarding preserving Dame Shirley Plaza as green space; correspondence regarding garbage rates; correspondence regarding assistance with the feral cat matter, and PG&E cutting trees on private properties.

Supervisor Engel received correspondence similar to the other Supervisors and correspondence regarding Grizzley Lake CSD.

Supervisor McGowan received correspondence regarding Dame Shirley Plaza, and correspondence regarding a fire around the Almanor Basin; Road Conditions and also, more specific Almanor/ Prattville area - road conditions in regard to safety (Golf Carts, and off road vehicles).

Supervisor Ceresola received similar correspondence to the other Supervisors.

E. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Hagwood regarding matters related to County Government and included attending the Transportation Commission meeting; Lawry House conversations/ restoration committee;

Reported by Supervisor Goss regarding matters related to County Government and included attending the Behavioral Health Commission Meeting, the Transportation Commission Meeting, and a phone meeting for the RSF group.

Reported by Supervisor McGowan regarding matters related to County Government and included attending the LAFCo meeting and the Northern Sierra Air Quality Meeting, hosted a meeting with Preston Dickinson regarding Broad Band connectivity

Reported by Supervisor Engel regarding matters related to County Government and included attending an RSF meeting, he also reminded everyone about the Museum Board appointments that are still needed.

Reported by Supervisor Ceresola regarding matters related to County Government and including attending the Northern Sierra Air Quality Meeting, and met with a couple of potential Museum Board members.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

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

10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

- B. **Time Certain 1:00 PM** - Public employee appointment or employment – Director of Behavioral Health
- C. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; 204 Ann Street, Greenville, CA., APN 100-061-002; 120 Bidwell St., Greenville, CA., APN 110-062-008.
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

7. ADJOURNMENT

Adjourn meeting to Tuesday, July 18, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 18, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Chair Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

The following items were moved from the July 18, 2023 Agenda and will be placed on the August 1, 2023 Agenda, for discussion and possible action:

Appointment Item 5.C.1. - Appoint Joe Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum.

Closed Session Item 6.C. - Conference with real property negotiator, regarding courthouse facilities: Chester Complex, 251 E. Willow, APN 100062002000.

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.

Janice from the Eastern Plumas Rural Fire Protection District Board commented on Agenda Appointment Item 5.C.1. being removed.

Josh Hart spoke in opposition to the Forest Service Fuel Reduction project

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Planning Director Tracey Ferguson reported on the progress of the Micro-enterprise grant progress, and updated the Board on the progress of the Fire Hazzard Severity Zone map and provided a letter from the Office of the State Fire Marshal.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No DFC Report provided

B. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Debra Lucero provided an update to the board regarding the Munis HR/Payroll Module migration progress.

C. **SOCIAL SERVICES** - Presentation of Social Services Trends Report

Director of Social Service Department, Neal Caiasso, presented the Social Service Trends Report. Supervisor McGowan commented on the economy and the ongoing trend of more CalFresh Recipients. Discussion followed.

D. **PLUMAS COUNTY PUBLIC HEALTH AGENCY** - Presentation to the Board of Supervisors on our 2023-2024 Community Health Improvement Plan.

Acting Plumas County Public Health Director, Dana Krinsky provided the Community Health Improvement Plan (CHIP) presentation for 2023 - 2028 period.

E. **PLUMAS COUNTY FIRE SAFE COUNCIL** - Matthew West
Hazardous Fuels Reduction Projects happening on public (Forest Service) land.

2. **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted.

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

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

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

A. **BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group for telehealth psychiatric services for FY 23/24; not to exceed \$484,000.00 (no impact on the General Fund); approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Behavioral Health and Empire Rehabilitation Center to provide mental health wellness and recovery services for FY 2023/24; not to exceed \$50,000.00, does not impact the General Fund; approved as to form by County Counsel.

B. **FACILITY SERVICES & AIRPORTS**

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Chester Park rental fee for the weekly Farmers Market, hosted by the Lake Almanor Area Chamber of Commerce.

C. **PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Michael Staszal, D.O., P.A. to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$22,500.00, no impact to the General Fund; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Sierra County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; not to exceed \$3,000.00, no impact to the General Fund; approved as to form by County Counsel.

D. COUNTY COUNSEL

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Robert D. McIlroy to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2023 and continue for three (3) months, ending September 30, 2023.
- 2) Approve and authorize the Chair to ratify and sign a modification of the Agreement between Plumas County Counsel and Thomas Reuters for Westlaw Legal Research, effective July 1, 2023; reducing the amount of subscriptions from three (3) to one (1).

E. PUBLIC WORKS

- 1) Approve and authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE Road Maintenance Worker I/II position in the Quincy Maintenance District; vacancy due to resignation.

3. DEPARTMENTAL MATTERS

A. BEHAVIORAL HEALTH -

- 1) Approve and authorize no contract payment of \$2,580.00 to SIYAN Clinical Corporation; discussion and possible action. **Roll call vote**

Motion: Approve and authorize no contract payment of \$2,580.00 to SIYAN Clinical Corporation.

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

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

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

B. ENVIRONMENTAL HEALTH DEPARTMENT - Rob Robinette

- 1) Adopt a **RESOLUTION** authorizing the Interim Director of Environmental Health to apply for and receive grant funds from the California Governor's Office of Emergency Services - Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$25,000.00; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 23-8828](#) authorizing the Interim Director of Environmental Health to apply for and receive grant funds from the California Governor's Office of Emergency Services - Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$25,000.00.

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

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

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

C. FACILITY SERVICES & AIRPORTS -

- 1) Approve and authorize the Chair to sign grant transfer deed to allow Plumas Sierra Telecommunications to set up and maintain telecom equipment located at 1400 E. Main St. in Quincy, California; discussion and possible action.

Motion: Approve and authorize the Chair to sign grant transfer deed to allow Plumas Sierra Telecommunications to set up and maintain telecom equipment located at 1400 E. Main St. in Quincy, California.

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

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

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

D. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2022; not to exceed \$128,000.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement as amended, between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2022; not to exceed \$128,000.00.

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

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

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

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. ENGIE FEASIBILITY STUDY PRESENTATION

This item will be continued to the August 1, 2023 meeting for discussion and possible direction.

- B. Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Administrator and Clifton, Larson & Allen to amend the scope of professional services and fees on the engagement Statement of Work dated March 3, 2023; This amendment will add an additional \$300,000 to the project budget. The total amount paid under this contract shall not exceed Four Hundred and Twenty-eight Thousand and no/100 dollars (\$428,000.00); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Administrator and Clifton, Larson & Allen to amend the scope of professional services and fees on the engagement Statement of Work dated March 3, 2023; This amendment will add an additional \$300,000 to the project budget. The total amount paid under this contract shall not exceed Four Hundred and Twenty-eight Thousand and no/100 dollars (\$428,000.00).

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

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

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

5. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on August 1, 2023; discussion and possible action.

Motion: Approve pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on August 1, 2023.

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

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

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

- B. Determine allocation of funding for re-authorized 2023 Title I/ II/ III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare the Election Form as allocated and authorize the Chair to sign the allocation letter to the USDA Forest Service; discussion, direction, and possible action.

Motion: The Board of Supervisors of the County of Plumas, California elects to receive their share of the Federal Forest Reserve Payment according to the following allocation: Title I Allocation - 85.00%; Title II Allocation - 8.00%; Title III Allocation - 7.00%; and authorize the Chair to sign the allocation letter to the USDA Forest Service;

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

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

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

C. APPOINTMENTS

- 1) Appoint Joe Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum; discussion and possible action.

This matter has been moved to the August 1, 2023 Board of Supervisors meeting.

- 2) Appoint Dana Krinsky as Interim Director of Public Health; discussion and possible action.

Motion: Appoint Dana Krinsky as Interim Director of Public Health.

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

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

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

D. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding Dame Shirley Plaza and the objection to building the New Courthouse in that location; and correspondence regarding illegal camping.

Supervisor Goss received correspondence regarding Dame Shirley Plaza; correspondence with CalTrans regarding the Greenville Streetscape project; and correspondence with the Rotary regarding the Planters throughout the Food Truck area; correspondence with individuals from Sierra Pacific regarding the upcoming meeting.

Supervisor McGowan received correspondence regarding Dame Shirley Plaza; correspondence regarding Title 24-25 - building efficiency standards.

Supervisor Engel received correspondence regarding the Grizzley Lake Community Service District, the Eastern Plumas Rural Fire Protection District, Dame Shirley Plaza.

Supervisor Ceresola received correspondence regarding the Eastern Plumas Rural Fire Protection district, and Dame Shirley Plaza.

E. **INFORMATIONAL ANNOUNCEMENTS** - Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor McGowan regarding matters related to County Government and included attending the Gold Digger Days Celebration.

Reported by Supervisor Goss regarding matters related to, County Government and included attending the LAFCo Special meeting on July 17th; attended the Gold Digger Days Celebration, and participated in a meeting regarding the Taylorsville Town Hall.

Reported by Supervisor Hagwood regarding matters related to County Government and included attending the Community Development Commission meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending the Sierra Valley Groundwater meeting.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

C. Conference with real property negotiator, regarding courthouse facilities: Chester Complex, 251 E. Willow, APN 100062002000

D. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; 204 Ann Street, Greenville, CA., APN 100-061-002; 120 Bidwell St., Greenville, CA., APN 110-062-008.

E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Claim against the County filed by Michael Hook, received July 11, 2023.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Ceresola reported that Item 6.H. - Conference with Legal Counsel: Claim against the County filed by Michael Hook, received July 11, 2023, has been denied by the Board of Supervisors with a unanimous roll call vote (**summary:** Yes = 5). There were no additional reportable actions taken in the Closed Session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, August 1, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 25, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Chair Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None

PUBLIC COMMENT OPPORTUNITY

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

Clint Koble of the Hamilton Branch commented regarding the Small Business Grant funds being awarded, and thanked the board for allocating those funds.

ACTION AGENDA

1. CONSENT AGENDA

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

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

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

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

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, effective July 1, 2023 for FY 2023-2024; not to exceed \$27,963.80; approved as to form by County Counsel.

2. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Greg Hagwood as Chair of the Board and select a Vice Chair to serve until January 2, 2024.

Motion: Appoint Greg Hagwood as Chair of the Board

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

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

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

Motion: Appoint Supervisor Dwight Ceresola as Vice Chair to serve until January 2, 2024.

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

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

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

Supervisor McGowan requested the floor and made a brief statement. ([View Statement Here](#))

3. 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 Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

4. ADJOURNMENT

Adjourn meeting to Thursday, July 27, 2023, at the Plumas County Employee Appreciation Dinner, Located at Fairgrounds, in the Old Bunk House, Quincy, California



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Robert McAdams, Department Fiscal Officer II
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize Board Chair to sign an Agreement between Facility Services and Smith Tree Services for tree trimming/pruning and removal; not to exceed \$10,000.00; approved as to form by County Counsel.

Recommendation:

Approve and authorize Board Chair to sign agreement between Facility Services and Smith Tree Services for tree trimming/pruning and removal. Contract not to exceed \$10,000. Approved as to Form

Background and Discussion:

Smith Tree Services provides tree trimming and pruning services as well as tree removal services at the request of Facility Services.

Action:

Approve and authorize Board Chair to sign agreement between Facility Services and Smith Tree Services for tree trimming/pruning and removal. Contract not to exceed \$10,000. Approved as to Form

Fiscal Impact:

Fiscal impact will depend upon if this service is used or not. This contract is only utilized when services are requested by Facility Services.

Attachments:

1. Smith Tree Services 9.1.23-8.31.24

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services** (hereinafter referred to as "County"), and Michael Smith, a sole proprietor doing business as **Smith Tree Services** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Thousand dollars and 00/100 (\$10,000)**.
3. Term. The term of this agreement shall be from **September 1, 2023 through August 31, 2024**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

11. **Prevailing Wage.** Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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

County:

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

Contractor:

Smith Tree Service
PO Box 270
Chilcoot CA 96105
Attention: Michael Smith, Owner

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions->

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

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

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

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

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

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

CONTRACTOR:

Michael Smith, a sole proprietor dba Smith
Tree Service

By: _____
Name: Michael Smith
Title: Owner
Date signed:

COUNTY:

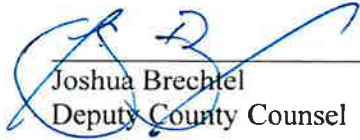
County of Plumas, a political subdivision of
the State of California

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

ATTEST:

By: _____
Name:
Title:
Date Signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/19/2023

EXHIBIT A

Scope of Work

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

EXHIBIT B
Fee Schedule

1. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
2. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
3. The County shall not have any responsibility to make payments to any subcontractor or supplier.
4. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
5. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.
6. Contractor shall be paid at the following rate:
 - i. Labor: \$340/hr
7. Invoices are due Net 30.

____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS ____



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement Between the Plumas County Probation Department and BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders effective July 1, 2023; not to exceed \$35,000.00 (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to sign the contract with BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders in Fiscal Year 2023-2024.

Background and Discussion:

The Plumas County Probation Department has contracted with BI Correctional Services Incorporated for monitoring products since 2015. This includes support, resources, collaborative relationships, monitoring products, including GPS and alcohol monitoring systems, Smartlink and a Total Access software platform for juveniles, parolees, probationers and pretrial defenders. Contracted amount for FY2023-2024 shall not exceed \$35,000 during the term of July 1, 2023 to June 30, 2024.

Action:

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

Fiscal Impact:

\$35,000.00 in Fiscal Year 2023-2024, paid entirely via Probation grant funding. No impact to the General Fund.

Attachments:

1. Prob - BI FY23.24 Contract BOS SIG REQ

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and BI Incorporated, a Colorado Subsidiary of The GEO Group, Inc.(GEO), DB in California as BI Correctional Services Incorporated, a Colorado 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 Thirty-Five Thousand Dollars (\$35,000.00).
3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by BI Correctional Services Incorporated, from July 1, 2023 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

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

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

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- 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

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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

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County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:
Probation Department
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer
Telephone: (530)283-6200

Contractor:
BI Incorporated
6265 Gunbarrel Ave, Suite B
Boulder, CO 80301
Attention: Jock Waldo, Vice President
Telephone: (303)218-1000

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

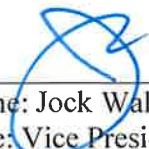
 COUNTY INITIALS

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

CONTRACTOR:

BI Incorporated, a Colorado
Subsidiary of the GEO Group, Inc. (GEO)
DB In California as BI Correctional Services
Incorporated, a Colorado Corporation

By: 
Name: Jock Waldo
Title: Vice President
Date signed: 7-11-23

By: 
Name: Danna Coapland
Title: Vice President, Financial Planning
Date signed: 7-11-2023

COUNTY:

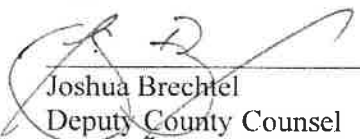
County of Plumas, a political subdivision of
the State of California

By: 
Name: Keevin Allred
Title: Chief Probation Officer
Date signed:

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

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

Approved as to form:


Joshua Brechtel
Deputy County Counsel 6/28/2023

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EXHIBIT A

Scope of Work

Bi Incorporated can provide a full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders. For the Plumas County Probation Department, BI Incorporated will extend support, resources, and collaborative relationships with other nearby counties by providing monitoring products, including GPS and alcohol monitoring systems, customer support, TotalAccess software platform and Smartlink application.

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EXHIBIT B

Fee Schedule

Freight - BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method. Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

See Attached for pricing for equipment and monitoring pricing: the HomeGuard 200, HomeGuard 20/20, SL3, LOC8 XT and BI SmartLINK, TAD Transdermal Alcohol Detector

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March 27, 2023

Delivered via email

ATTN:

Miguel Herrera, Plumas County
Plumas County Courthouse Annex
270 County Hospital Rd #128
Quincy, CA 95971

Dear Mr. Herrera,

BI Incorporated is pleased to offer pricing to the Plumas County Probation Department. Please find BI's pricing and replacement costs outlined in the tables below. BI offers additional spares allowance at cost if required. Please note, all prices include unlimited access to BI TotalAccess, BI TotalAccess Mobile, and 24/7/365 customer support. This pricing offer is valid for 90 days from the date of this letter.

1. Pricing for Plumas County Probation Department

Equipment	Rental Cost per client per day	Monitoring Cost per client per day	L/D Allowance	Shelf Allowance	Total Price Per client, per day
HomeGuard 200	\$1.35	\$0.90	Unlimited	30%	\$2.25
HomeGuard 20 20	\$2.45	\$0.90	Unlimited	30%	\$3.35
SL3	\$3.90	\$2.60	Unlimited	30%	\$6.50
TAD Transdermal Alcohol Detector (landline with radio frequency)	\$5.54	\$2.00	Unlimited	30%	\$7.54
TAD Transdermal Alcohol Detector (cellular with radio frequency)	\$7.12	\$2.00	Unlimited	30%	\$9.12
Loc8 XT Collects a GPS point every minute and reports all data to the central monitoring computer every 30 and 240 minutes. Collection and reporting rates increase when the unit is in violation status.	\$2.90	\$1.35	Unlimited	30%	\$4.25

2. BI SmartLINK Pricing for Plumas County Probation Department

SmartLINK Program	Number of Clients			
	Any With BI Technologies	0 - 1,000 SmartLINK Only	1,001 - 9,999 SmartLINK Only	10,000 - Above SmartLINK Only
Connect	Included at no cost	\$0.25	\$0.15	\$0.10
Report	\$0.25	\$0.50	\$0.40	\$0.35
Verify	\$0.50	\$0.75	\$0.65	\$0.60
Non Recorded Video Conferencing 15 minutes duration	\$0.35 per occurrence	\$0.35 per occurrence	\$0.35 per occurrence	\$0.35 per occurrence

Please contact me directly if you have any questions about the pricing provided.



Matthew Johnson, Partnership Development Director
Tel: 916.214.3177 | Email: Matthew.Johnson@bi.com



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement Between Plumas County Probation Department and Cordico Psychological Group to provide psychological evaluations on current employees and pre-employment psychological evaluations for individuals as a condition of their employment in Fiscal Year 2023-2024; effective July 1, 2023; amount not to exceed \$4,000.00; approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to sign the contract with Cordico Psychological Corporation to provide psychological evaluations on current employees and pre-employment psychological evaluations for individuals as a condition of their employment in Fiscal Year 2023-2024. Amount not to exceed \$4,000.00; approved as to form by County Counsel.

Background and Discussion:

The Probation Department has contracted with Cordico Psychological Corporation in the pre-employment evaluation process at a rate of \$500.00 per armed or unarmed officer. Current employee "fitness for duty" evaluations are completed at a rate of \$1,600.00 per evaluation

Action:

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

Fiscal Impact:

\$4,000 in Fiscal Year 2023-2024. This amount will be paid out of the Probation General Fund and Probation grant funding.

Attachments:

1. Prob - Cordico FY23.24 Contract BOS SIG REQ

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Cordico Psychological Corporation, 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 Four Thousand Dollars (\$4,000.00).
3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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.

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

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

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

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

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

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

County:

Plumas County Probation
County of Plumas
270 County Hospital Rd., Ste 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer
Telephone: (530)283-6200

Contractor:

Cordico Psychological Corporation
2377 Gold Meadow Way, Ste. 100
Gold River, CA 95670
Attention: Dr. Kristina Reynoso, Ph.D.
Telephone: (844)267-3426

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

 COUNTY INITIALS

CONTRACTOR INITIALS 

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

 COUNTY INITIALS

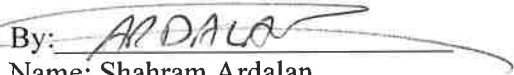
CONTRACTOR INITIALS 

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

CONTRACTOR:

Cordico Psychological Corporation, a
California Corporation

By: 
Name: Kristina L. Reynoso, Ph.D.
Title: President and Chief Financial Officer
Date signed: 7/6/23

By: 
Name: Shahram Ardalan
Title: Chief Executive Officer and Secretary
Date signed: 7/7/23

COUNTY:

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

By: 
Name: Keevin Allred
Title: Chief Probation Officer
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

6/28/2023

 COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

1. Contractor shall be responsible for providing psychological evaluations on current employees (Fitness-for-Duty) and Pre-Employment Psychological Evaluations on individuals as a condition of their employment, as requested by the Chief Probation Officer. A written statement of the individual's suitability as a Deputy Probation Officer or armed Deputy Probation Officer shall be provided to the County within (15) days of the evaluation.
2. Upon receipt of a request from the County, Contractor and County shall agree in writing upon the scope of the psychological evaluation and the required deliverables from the Contractor, and the deadlines for such deliverables.
3. The County shall have the right to order that work on any psychological evaluation cease at any time. The County shall reimburse Contractor for any work performed prior to the stop-work order. The County will not reimburse Contractor for work performed after the stop-work order.

 COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

1. Compensation to be paid to Contractor shall be at the rate of Five Hundred Dollars (\$500.00) per unarmed officer Pre-Employment Psychological Evaluation or Five Hundred Dollars (\$500.00) for armed officer Pre-Employment Psychological Evaluation effective July 1, 2023 through June 30, 2024.
2. Compensation to be paid to Contractor shall be at the rate of One thousand six Hundred Dollars (\$1600.00) for a Fitness-for-Duty (FFD) Evaluation.
3. County shall pay Contractor for services rendered within thirty (30) days of receipt of invoice.

 COUNTY INITIALS

CONTRACTOR INITIALS 



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize the Chair to ratify and sign a Memorandum of Understanding between the Plumas County Probation Department and the Butte County Probation Department for Juvenile Detention Facility services, effective July 1, 2023 through June 30, 2026. Approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to approve and sign the Memorandum of Understanding between Plumas County Probation Department and Butte County to utilize their Juvenile Detention Facility for the detention of Plumas County juvenile offenders. The memorandum is effective July 1, 2023 through June 30, 2026.

Background and Discussion:

Because Plumas County does not have a juvenile detention facility, the Probation Department has contracted with Butte County Juvenile Detention Facility in the detention of Plumas County juvenile offenders. The Juvenile Hall rate is \$175.00 a day per juvenile for each 24-hour day or portion thereof for a youth detained in a detention bed.

Action:

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

Fiscal Impact:

Fiscal impact will vary on the need for Juvenile Hall Detention services, depending on how many juveniles are committed to the facility, and any medical, dental or mental health needs that may arise during the period. These expenses will largely be borne by Probation grants, but could impact Probation General Fund dollars if funding falls short.

Attachments:

1. Prob - Butte County Juv MOU FY23.26 BOS SIG REQ

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF BUTTE
AND
PLUMAS COUNTY
REGIONAL FACILITY USE AGREEMENT
July 1, 2023 through June 30, 2026**

This Memorandum of Understanding (MOU) is entered into July 1, 2023 by and between the COUNTY OF BUTTE, a political subdivision of the State of California, acting through the BUTTE COUNTY PROBATION DEPARTMENT, hereinafter referred to as BUTTE and PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as PLUMAS. The purpose of this agreement is to set forth the types and terms of collaborative services of a Regional Facility Use Agreement between BUTTE and PLUMAS hereinafter referred to as "Parties" collectively or "Party" individually.

WHEREAS, PLUMAS has a need for use of a Juvenile Detention Facility and desires to place PLUMAS youth detained pursuant to order of its PLUMAS juvenile court in the BUTTE Juvenile Detention Facility (Detention Facility), to the extent that excess accommodations are available, and

WHEREAS, BUTTE currently operates and maintains a Detention Facility in the City of Oroville, located at 41 County Center Dr., where space may exist in excess of its needs:

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

BUTTE shall provide placement in the Detention Facility, for PLUMAS youth who have been accepted by BUTTE for such placement. Placement in the Detention Facility shall be made if BUTTE determines excess space in the facility exists and BUTTE agrees to accept the youth.

All PLUMAS youth accepted for placement and placed in the Detention Facility shall receive the same accommodations and services as BUTTE youth in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by PLUMAS. Dental Care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

BUTTE may provide emergency medical services without prior authorization from PLUMAS.

Payment for Medical, Dental, and Mental Health services shall be the responsibility of PLUMAS in the event such services fall outside those contracted as being routinely provided to BUTTE youth.

B. TERM:

This Agreement shall be in effect from July 1, 2023 through June 30, 2026. PLUMAS Board of Supervisors hereby ratifies, and approves for payment, services provided by BUTTE following expiration of the prior contract between the parties on July 1, 2023 to date of approval of this Agreement by the PLUMAS Board of Supervisors. Either party may terminate this Agreement anytime, upon a thirty (30) day written notice to the other party.

C. PAYMENT:

Board and Care: PLUMAS shall pay BUTTE monthly for the costs of board and care for each PLUMAS youth so placed for each day or portion thereof that said PLUMAS youth is housed in the Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of BUTTE. The rate currently established by the Chief Probation Officer is \$175.00 for each 24-hour day or portion thereof for a youth detained in a detention bed. This rate is subject to change by the Butte County Board of Supervisors. PLUMAS shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this Agreement.

Legal Costs: PLUMAS shall be solely responsible for providing legal services for said youth and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus, or similar proceeding, is initiated by, or on behalf of, a PLUMAS youth placed in the Detention Facility, PLUMAS shall defend said litigation and hold BUTTE, its directors, officers, employees, and/or agents, fully harmless therefrom, unless it is determined that the petition or proceeding is based upon the willful misconduct, negligent act, omission, or violation of law by BUTTE, its directors, officers, employees, and/or agents, in which case the terms of the indemnity clause in Section F will control.

Medical and Psychological Services: PLUMAS agrees to pay for or to reimburse BUTTE for the actual costs of any necessary psychological, dental care, prescription medications or mental health care provided by third-party contractors and required by a PLUMAS youth placed pursuant to this Agreement. PLUMAS agrees to pay for any costs above \$10,000 per medical/surgical inpatient catastrophic episode. BUTTE is authorized to obtain emergency medical, dental, and mental health care for PLUMAS youths without prior authorization. All other services must be pre-authorized by PLUMAS.

Education: PLUMAS shall reimburse BUTTE for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district within the Detention Facility.

Billing and Payments: BUTTE shall bill PLUMAS on a per youth basis, on a monthly or quarterly basis. It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the facility. PLUMAS shall pay BUTTE within 30 days after receiving notice of payment due. Payment shall be made out to BUTTE COUNTY PROBATION and mailed to:

Butte County Probation
Attention: Contracts
42 County Center Drive
Oroville, CA 95965

D. TRANSPORTATION:

PLUMAS shall be responsible for providing round-trip transportation of PLUMAS youth(s) to and from PLUMAS and the Detention Facility. BUTTE shall provide routine transportation for PLUMAS youth within Butte County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

E. COURT DOCUMENTATION:

PLUMAS shall be responsible for providing; conformed Court orders committing PLUMAS youth(s) to the Detention Facility, dispositional report committing PLUMAS youth(s) to the Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to BUTTE transportation staff upon pick-up or delivery of PLUMAS youth.

F. REMOVAL OF YOUTHS:

BUTTE shall promptly remove any PLUMAS youth(s) placed in the Detention Facility upon request of BUTTE. BUTTE shall have sole discretion to request removal of PLUMAS youth(s). Upon decision to remove PLUMAS youth(s), BUTTE shall notify PLUMAS by telephone and PLUMAS shall pick-up said PLUMAS youth(s) within five (5) working days of notification.

G. INDEMNITY:

It is agreed that PLUMAS shall defend, save harmless and indemnify BUTTE, its directors, officers, employees, and/or agents from any and all claims for injuries or damage to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement and which result from the willful misconduct, negligent act, omission, or violation of law by PLUMAS, its directors, officers, employees, and/or agents.

It is further agreed that BUTTE shall defend, save harmless and indemnify PLUMAS, its directors, officers, employees, and/or agents from any and all claims for injuries or damage to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement and which result from the willful misconduct, negligent act, omission, or violation of law by BUTTE, its directors, officers, employees, and/or agents.

In the event of concurrent negligence of PLUMAS, its directors, officers, employees, and/or agents, and BUTTE, its directors, officers, employees, and/or agents then the liability for any and all claims for injuries or damages to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

H. INSURANCE:

BUTTE is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under BUTTE'S participation in the CSAC Excess Insurance Authority. PLUMAS is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under PLUMAS' participation in the CSAC Excess Insurance Authority.

I. PRISON RAPE ELIMINATION ACT (PREA):

BUTTE will comply with the Prison Rape Elimination Act (34 U.S.C. § 303) and the Prison Rape Elimination Act final rule (28 C.F.R. Part 115) for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse.

J. ALTERATION OF TERMS:

The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all parties.

K. TERMINATION:

This Agreement may be terminated by either BUTTE OR PLUMAS by a thirty (30) day written notice. Authorized costs incurred by BUTTE shall be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated above unless the Completion Date is modified by written amendment to this Contract.

L. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

PLUMAS:

Kevin Allred, Chief Probation Officer
270 County Hospital Rd #128
Quincy, California 95971
Phone: 530-283-6568
Facsimile: 530-283-6165

BUTTE:

Melissa Romero, Chief Probation Officer
42 County Center Drive
Oroville, CA 95965
Phone: 530-552-4412
Facsimile: 530-538-6826

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- BUTTE --

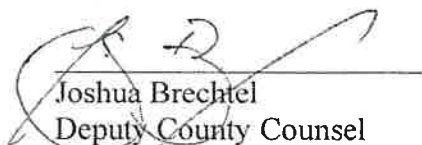
--PLUMAS--

By _____
Melissa Romero Date
Chief Probation Officer

By  _____
Keevin Allred Date
Chief Probation Officer

By _____
Sara MacArthur Date
Deputy Director
General Services Department

Approved as to form:

 _____
Joshua Brechtel 7/18/2023
Deputy County Counsel

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By _____
Date

By _____
Dwight Ceresola Date
Board of Supervisors - Chairman

REVIEWED AS TO FORM
BRAD STEPHENS
BUTTE COUNTY COUNSEL

ATTEST:

By _____
Date

By _____
Heidi White Date
Clerk of the Board of Supervisors



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: August 1, 2023

SUBJECT: Adopt a RESOLUTION to accept and approve Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention branch for funding Supplemental Nutrition Assistance Program-Education (SNAP-Ed), in the amount of \$584,604.00, term beginning October 1, 2023 and ending September 30, 2026; does not impact the general fund; approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors adopt a Resolution to accept and approve Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention branch for funding SNAP-Ed, in the amount of \$584,604.00.

Background and Discussion:

Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. PCPHA will provide nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living (CFHL) program per Health and Safety Code Section 131085(a)(b). PCPHA will upstream public health approaches an individual and organizational health promotion to help CFHL target audience establish healthy eating habits, a physically active lifestyle and for primary prevention of disease. The goal of this program is to provide SNAP-Ed participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

The attached Resolution has been approved by County Counsel.

Action:

Adopt a Resolution to accept and approve Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention branch for funding SNAP-Ed and authorize the Assistant Director of Public Health to sign the Agreement and any future Amendments and execute subsequent documents pertaining to Grant Agreement Number 23-10335.

Fiscal Impact:

There is no fiscal impact to the general fund.

Attachments:

1. 23-512 FINAL SNAP-ED Resolution for Grant Agreement 23-10335
2. 23-512 FINAL SNAP-ED GRANT 23-10335

RESOLUTION NO. 23-_____

**RESOLUTION TO ACCEPT AND APPROVE GRANT AGREEMENT NUMBER 23-10335
FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, NUTRITION EDUCATION
AND OBESITY PREVENTION BRANCH FOR FUNDING SUPPLEMENTAL NUTRITION
ASSISTANCE PROGRAM-EDUCATION.**

WHEREAS, Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle; and

WHEREAS, PCPHA will provide nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living (CFHL) program per Health and Safety Code Section 131085(a)(b); and

WHEREAS, PCPHA will upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease.

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

1. Approve and Accept Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch in the Amount of \$584,604.00, with a term beginning October 1, 2023 and ending September 30, 2026.
2. Authorize the Assistant Director of Public Health to sign the Agreement and any future Amendments pertaining to Grant Agreement Number 23-10335

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

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

***NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION***

Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
[County of Plumas,] hereinafter “Grantee”

Implementing the [“CalFresh Healthy Living Program,” hereinafter “Project”

GRANT AGREEMENT NUMBER [23–10335]

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project [Health and Safety Code \(HSC\), Section 131085\(a\)\(b\)](#)

PURPOSE: [The Department administers a portion of the United States Department of Agriculture (USDA)-funded Supplemental Nutrition Assistance Program – Education (SNAP-Ed), known in California as the CalFresh Healthy Living program (CFHL). The purpose of the Grant is to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CFHL program. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer, are well-documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of the project is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. The CalFresh Healthy Living program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California’s individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refers to the SNAP-Ed eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term “means-tested Federal Assistance programs” is defined as Federal programs that require the populations they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.]

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of [\$ 584,604.00]. The total budget authority for this grant includes an additional 20 percent above the FFY 2024-2026 funding allocation projections. This additional amount provides flexibility for budget allocations and minimizes the administrative burden in the event additional funds become available and are awarded to the Grantee. The maximum amount of this grant does not guarantee that the Grantee will receive this full amount. Funds awarded above the base funding allocation projection amount are contingent upon available funds. |

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on October 1, 2023 and terminates on September 30, 2026. No funds may be requested or invoiced for services performed or costs incurred after September 30, 2026.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: <u>County of Plumas</u>
Name: Kaitlyn Drader	Name: Dana Krinsky, Assistant Director
Address: 1616 Capitol Avenue	Address: 270 County Hospital Road Suite # 206
Sacramento, CA 95814	Quincy, CA 95971
Phone: 279-667-2068	Phone: 530-283-6358
E-mail: Kaitlyn.drader@cdph.ca.gov	E-mail: danakrinsky@countyofplumas.com

Direct all inquiries to the following representatives:

California Department of Public Health, Project Officer]	Grantee: <u>County of Plumas</u>
Attention: Eugenio Garcia	Attention: Dana Krinsky, Assistant Director
Address: 1616 Capitol Avenue	Address: 270 County Hospital Road Suite # 206
Sacramento, CA 95814	Quincy, CA 95971
Phone: 916-449-5331	Phone: 530-283-6358
E-mail: Eugenio.Garcia@cdph.ca.gov	E-mail: danakrinsky@countyofplumas.com

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Plumas
Attention: DeLena Jones
Address: 270 County Hospital Road Suite # 206, Quincy, CA 95971
Phone: 530-283-6263
E-mail: delenajones@countyofplumas.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement, which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

- Exhibit A GRANT APPLICATION FORMS (Response from applicant)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D FEDERAL FISCAL YEAR 2024-2026 FUNDING APPLICATION PACKAGE –
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accepts all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

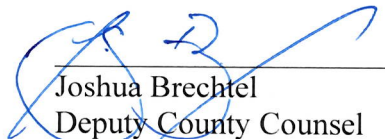
IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Dana Krinsky, Assistant Director
Plumas County Public Health Agency
270 County Hospital Road Suite # 206
Quincy, CA 95971

Date: _____
Maksim Lyulkin, Chief
Fiscal Services Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Approved as to form:


Joshua Brechtel
Deputy County Counsel

California Department of Public Health

CalFresh Healthy Living (CFHL) Funding Application

Federal Fiscal Years 2024 – 2026 (October 1, 2023 – September 30, 2026)

Submit this form by 4:00 pm December 30, 2022 to:

Email: neopbfiscalrequest@cdph.ca.gov

Attn: Ashley Nubla

CDPH CalFresh Healthy Living

Please include your county/agency name and "Letter of Intent" in the subject line of your email.

Please complete the fields below for your Agency:

Project Representative: Dana Krinsky

Title: Health Education Coordinator II

Agency: Plumas County Public Health Agency

Address: 270 County Hospital Road Suite 206

Telephone: 530-283-6358

Email: danakrinsky@countyofplumas.com

Please check the appropriate box that applies to your Agency:

	Question	Check Box
1.	Our Agency intends to participate in the CFHL program for FFY24-26	☒
2.	Our Agency intends to participate in the CFHL program for FFY24-26 and designate the following agency to participate on our behalf:	☐
3.	Our Agency does not intend to participate in the CFHL program for FFY24-26	☐
4.	Other, please explain:	☐

Please check the appropriate box(es) that applies to your funding allocation.
Check/complete only one box for each row.

	FFY	FFY 2023 Allocation	FFY 2024 Allocation	Other amount between FFY 23 and 24 allocations (specify amount below)
1.	For FFY 2024, our Agency accepts and intends to use the following award selection	☐	☒	
2.	For FFY 2025, our Agency accepts and intends to use the following award selection	☐	☐	162,390
3.	For FFY 2026, our Agency accepts and intends to use the following award selection	☐	☐	162,390

NOTE: Funding allocations are projections and are contingent upon the funding amount CDPH receives each year. Local health departments or their designee are expected to spend 90 percent of their funding allocation each year.

Please complete the fields below in order to expedite processing of your State agreement:

	Question	Answer
1.	Does your Agency require a board resolution for a new contract?	Yes
2.	When are your scheduled board meeting dates between February and September 2023?	2/7, 2/14, 2/21, 3/7, 3/14, 3/31, 4/4, 4/11, 4/18, 5/2, 5/9, 5/16, 6/6, 6/13, 6/20, 7/11, 7/18, 8/1, 8/8, 8/15, 9/5, 9/12, 9/19
3.	Does your Agency require the contract be in hand to get on the Agenda?	Yes
4.	When do you need the contract? (i.e., two weeks before, one month before, etc.)	Two weeks before

By signing below, your Agency agrees to prepare the required contract documents for this funding application.


Signature of Project Director or Designee

12/22/22
Date

Printed Name: Dana Krinsky

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Complete and submit the Programmatic Projections Form to CDPH CFHL by email to both your Project Officer and neopbfiscalrequest@cdph.ca.gov by January 31, 2023. Please include your county name and "Programmatic Projections Form" in the subject line of your email.

County Name:	Plumas
Funded amount: (Based on FFY 2024 CDPH CFHL LHD Funding Projections)	\$162,390
Grant #: (To be completed by CDPH CFHL)	

Complete the following tables based on the CDPH CFHL LHD Funding Tiers found in the CDPH CFHL Federal Fiscal Year 2024-2026 Funding Application Package (Table 1), and based on the CFHL Integrated Work Plan (IWP) Blueprint Packet Settings and Strategies table.

Funding Tier	Total number of Settings selected	Total number of PSE Strategies selected	Total number of PSE Levels selected
1	1	1	2

Required Priority PSE Setting(s) :	LEARN
PSE Strategy name(s):	Early Care and Education
PSE Level(s):	1. Site / 2. Organizational

Name of 2nd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Name of 3rd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

Name of 4th Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

Name of 5th Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

[illegible]

**California Department of Public Health
CalFresh Healthy Living
Grantee Information Form**

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID # 94-6000528	Contract/Grant # _____
	Name <u>Plumas County Public Health Agency</u>	
	Mailing Address <u>270 County Hospital Road Suite # 206</u>	
	Street Address (If Different) _____	
	County <u>Plumas</u>	
	Phone <u>530-283-6337</u>	Fax <u>530-283-6425</u>
	Website <u>https://www.plumascounty.us/91/Public-Health-Agency</u>	
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name <u>Dana Krinsky</u>	
	Title <u>Assistant Director</u>	
	If address is the same as above, check this box ☒	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone <u>530-283-6358</u>	Fax <u>530-283-6425</u>
	Email <u>danakrinsky@countyofplumas.com</u>	
Project Director	The Project Director is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information.	
	Name <u>Dana Krinsky</u>	
	Title <u>Assistant Director</u>	
	If address is the same as above, check this box ☒	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone <u>530-283-6358</u>	Fax <u>530-283-6425</u>
	Email <u>danakrinsky@countyofplumas.com</u>	

**California Department of Public Health
CalFresh Healthy Living
Grantee Information Form**

Fiscal Contact	The <i>Fiscal Contact</i> prepares invoices, maintains fiscal documentation, serves as the primary contact for all related questions, and has signature authority for invoices and all fiscal documentation. All payments are sent to the attention of this person at the designated address.		
	Name	<u>DeLena Jones</u>	
	Title	<u>Administrative Services Officer</u>	
	<i>If address is the same as above, check this box</i> ☒		
	Mailing Address	<u></u>	
	Street Address (If Different) <u></u>		
	Phone	<u>delenajones@countyofplumas.com</u>	Fax <u>530-283-6425</u>
	Email	<u>530-283-6263</u>	
Other Contact	Contact description:		
	Name	<u></u>	
	Title	<u></u>	
	<i>If address is the same as above, check this box</i> ☐		
	Mailing Address	<u></u>	
	Street Address (If Different) <u></u>		
	Phone	<u></u>	Fax <u></u>
	Email	<u></u>	

**California Department of Public Health
CalFresh Healthy Living
Non-Disparagement Certification and Agreement not to distribute
Manufacturer's or Store (cents off) Coupons**

We certify that Plumas County Public Health Agency will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the FFY 2023 SNAP-Ed Plan Guidance, pg. 10. We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events as per the FFY 2023 SNAP-Ed Plan Guidance, pg. 106.

☒ By checking this box, you are certifying that the Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons is not applicable to your Agency.

Certified By:

Dana Krinsky, Assistant Director

CFHL Project Director Name & Title

Dana Krinsky Digitally signed by Dana Krinsky
Date: 2023.02.05 11:07:01 -08'00'

CFHL Project Director Signature

02/05/2023

Date

Dana Loomis, Director

Supervisor Name & Title

Plumas County Public Health Agency

Agency Name

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A.** Upon completion of project activities as provided in Exhibit A Grant Application / Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B.** Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kaitlyn Drader, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

C. Invoices shall:

- 1) Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).
- 2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 3) Bear the Grantee's name as shown on the Grant.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- D.** Amount awarded under this Grant amount is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A.** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill 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 State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed \$584,604.00.

B. Payment Allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and / or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

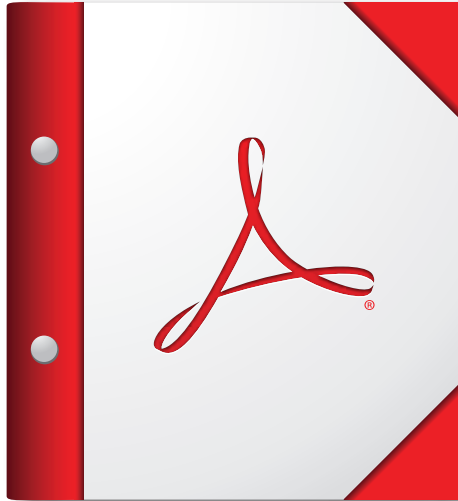
18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.



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Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

- 1) Administrative Guidelines Manual
- 2) LHD Program Letters:
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx>
- 3) SNAP-Ed Plan Guidance and Templates:
<https://snaped.fns.usda.gov/program-administration/guidance-and-templates>

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) Failure to adhere to the funding application parameters and or submitted plans to address the application deliverables.
 - 4) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and

Exhibit E
Additional Provisions

expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

- F.** In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G.** The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H.** Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I.** CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A.** CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B.** Conflicts of interest include, but are not limited to:

Exhibit E
Additional Provisions

- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C.** If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A.** A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which

Exhibit E
Additional Provisions

- the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B.** If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
 - C.** Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
 - D.** Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
 - E.** There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://dgs.ca.gov/ukraine-russia).

Exhibit E
Additional Provisions

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH****CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Plumas

Name of Grantee

23-10335

Contract / Grant Number

Date

Printed Name of Person Signing for Grantee

Signature of Person Signing for Grantee

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377
Attn: Kaitlyn Drader, Grant Manager

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year quarter date of last report .	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency	7. Federal Program Name/Description: 		
8. Federal Action Number, if known: 	9. Award Amount, if known: 		
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> 	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): 		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature:		
	Print Name:		
	Title:		
	Telephone No.: Date:		
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: August 1, 2023

SUBJECT: Adopt a RESOLUTION to accept and approve Grant Agreement Number 23-10400 from the California Department of Public Health, California Housing Opportunities for Persons With AIDS (HOPWA) Program in the amount of \$233,994.00, for Fiscal Years July 1, 2023 through June 30, 2028; does not impact the general fund; approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors adopt a Resolution to accept and approve Grant Agreement Number 23-10400 from the California Department of Public Health, California Housing Opportunities for Persons With AIDS (HOPWA) Program in the amount of \$233,994.00 and authorize the Interim Director to sign.

Background and Discussion:

Plumas County Public Health Agency has a contract with the State Department of Public Health, Office of AIDS for various HIV/AIDS related services and prevention activities, one of which, HOPWA is addressed today. The goal of Housing Opportunities for Persons Living With AIDS (HOPWA) is to assist individuals with advanced HIV infection and AIDS to remain safely in their homes thus reducing the need for costly and inappropriate hospitalization. The program, which is administered for the Mountain Counties AIDS Consortium by Plumas County Public Health Agency, has been immensely successful in our five county regions. Clients in Plumas, Siskiyou, Sierra, Modoc and Lassen Counties access HOPWA funds for emergency rental assistance and partial payment of utilities through Plumas County Public Health Agency contract with State Office of AIDS. The program which is 100% State Funded covers costs for the five counties and is fully utilized each year.

Action:

Adopt a Resolution to accept and approve Grant Agreement Number 23-10400 from the California Department of Public Health, California Housing Opportunities for Persons With AIDS (HOPWA) Program in the amount of \$233,994.00, for Fiscal Years July 1, 2023 through June 30, 2028

Fiscal Impact:

No impact to the General Fund.

Attachments:

1. 23-566 FINAL HOPWA Grant 23-10400
2. 23-566 Resolution FINAL HOPWA Grant 23-10400

California Housing Opportunities for Persons with AIDS (HOPWA) Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of Plumas, hereinafter “Grantee”

Implementing the “HOPWA Program” hereinafter “Project”

GRANT AGREEMENT NUMBER 23-10400

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide HIV/AIDS housing assistance and supportive services under the Housing Opportunities for Persons with AIDS program to low income people living with HIV throughout California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$233,994.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2023 and terminates on June 30, 2028. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2028.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Plumas
Christopher Kent, Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5958 Fax: (916) 449-5959 Email: chris.kent@cdph.ca.gov	Nicole Reinert, Program Manager 270 County Hospital Rd, Ste 206 Quincy, CA 95971-9115 Telephone: (530) 283-6990 Email: nicolereinert@countyofplumas.com

Direct all inquiries to the following representatives:

California Department of Public Health	County of Plumas
Abigail West, HOPWA Program Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 512-9518 Fax: (916) 449-5959 Email: Abigail.west@cdph.ca.gov	Dana Krinsky, Interim Director 270 County Hospital Rd, Ste 206 Quincy, CA 95971-9115 Telephone: (530) 283-6457 Email: danakrinsky@countyofplumas.com

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Plumas Attention: Dana Krinsky, Interim Director 270 County Hospital Rd, Ste 206 Quincy, CA 95971-9115 Telephone: (530) 283-6457 Email: danakrinsky@countyofplumas.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

EXHIBIT A	LETTER OF AWARD
EXHIBIT AI	LIST OF ALLOCATIONS
EXHIBIT B	BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C	STANDARD GRANT CONDITIONS*
EXHIBIT D	ADDITIONAL PROVISIONS
EXHIBIT E	INFORMATION PRIVACY AND SECURITY REQUIRMENTS
EXHIBIT F	FEDERAL TERMS AND CONDITIONS
EXHIBIT G	CONTRACTOR'S RELEASE

* In Exhibit C, #15, paragraph 1, the statement “the Request for Applications (Exhibit D) and the Grant Application (Exhibit A)” shall now read “the Letter of Award (Exhibit A).”

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Dana Krinsky, Interim Director
County of Plumas
270 County Hospital Rd, Ste 206
Quincy, CA 95971-9115

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

May 1, 2023

Dana Loomis
Program Director
270 County Hospital Road, Suite 206
Quincy, CA 95971-9174

Dear Dana Loomis,

The California Department of Public Health (CDPH), Office of AIDS (OA) is pleased to announce the intent to award funds to Plumas County Public Health Agency for the Housing Opportunities for Persons With AIDS (HOPWA) program.

The goals of OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. To support these goals, OA utilizes U.S. Department of Housing and Urban Development (HUD) funds to administer the HOPWA program to provide housing assistance and supportive services to meet the needs of persons living with HIV (PLWH) who are homeless or at risk of becoming homeless. The goal of the HOPWA program is to assist PLWH in maintaining housing stability and to improve their access to HIV care, treatment, and support. As the designated State of California HOPWA grantee, OA allocates funds to local government and nonprofit organizations to undertake HOPWA activities that meet the most urgent needs of PLWH not being met by other available public and private resources.

These funds will be available to Plumas County Public Health Agency annually from July 1, 2023 through June 30, 2028. The funding amount is allocated through a non-competitive formula. Your maximum amount for the five-year grant period is \$233,994 for the purpose of serving persons living with HIV in Lassen, Modoc, Plumas, Sierra, and Siskiyou Counties.

Please see the Allocation Table:

FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
\$ 50,262	\$ 50,262	\$ 44,490	\$ 44,490	\$ 44,490	\$233,994

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions



enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under HOPWA. For guidance, please see the Scope of Work (<https://www.cdph.ca.gov/Programs/CID/DOA/CDPH Document Library/HOPWA Scope of Work 2023 Final ADA.pdf>). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by OA. OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by **May 15, 2023**. The documents should be e-mailed to hopwarfa@cdph.ca.gov and cc' Abigail West at abigail.west@cdph.ca.gov. Please note that no funds are secured until the contract is fully executed.

If you have any questions, please contact me at (916) 449-5958 or chris.kent@cdph.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to be 'C Kent', written over a light blue circular stamp.

Christopher Kent, MA
Chief, Care Housing Unit
Office of AIDS, California Department of Public Health

Exhibit AI
List of Allocations

Agency	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Ampla Health (Butte, Colusa, Glenn, Shasta, Sutter, Tehama, Trinity, and Yuba)	\$ 368,500	\$ 368,500	\$ 326,188	\$ 326,188	\$ 326,188
Community Care (Lake and Mendocino)	\$ 146,572	\$ 146,572	\$ 129,741	\$ 129,741	\$ 129,741
Community Impact Central Valley (Stanislaus)	\$ 667,256	\$ 211,801	\$ 211,801	\$ 211,801	\$ 211,801
Family Services of Tulare County (Tulare)	\$ 216,250	\$ 216,250	\$ 216,250	\$ 216,250	\$ 216,250
Housing Authority of County of Marin (Marin)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Humboldt (Del Norte and Humboldt)	\$ 121,422	\$ 121,422	\$ 107,477	\$ 107,477	\$ 107,477
Imperial County (Imperial)	\$ 161,780	\$ 161,780	\$ 161,780	\$ 161,780	\$ 161,780
Kings County (Kings)	\$ 94,610	\$ 94,610	\$ 83,737	\$ 83,737	\$ 83,737
Madera County (Madera and Mariposa)	\$ 100,186	\$ 100,186	\$ 88,672	\$ 88,672	\$ 88,672
Merced County Community Action Agency (Merced)	\$ 148,425	\$ 148,425	\$ 148,425	\$ 148,425	\$ 148,425
Nevada County (Nevada)	\$ 77,607	\$ 77,607	\$ 70,858	\$ 70,858	\$ 70,858
Provider Pending (Solano)	\$ 0	\$ 455,455	\$ 403,306	\$ 403,306	\$ 403,306
Plumas (Lassen, Modoc, Plumas, Sierra, and Siskiyou)	\$ 50,262	\$ 50,262	\$ 44,490	\$ 44,490	\$ 44,490
Provider Pending (Santa Cruz)	\$ 215,353	\$ 215,353	\$ 215,353	\$ 215,353	\$ 215,353
Queen of the Valley Medical Center (Napa)	\$ 116,263	\$ 116,263	\$ 102,955	\$ 102,955	\$ 102,955
San Joaquin County (San Joaquin)	\$ 528,412	\$ 528,412	\$ 528,412	\$ 528,412	\$ 528,412
San Luis Obispo Co Access Support Network (San Luis Obispo and Monterey)	\$ 477,306	\$ 477,306	\$ 422,619	\$ 422,619	\$ 422,619
Sarah House (Santa Barbara)	\$ 272,565	\$ 272,565	\$ 241,349	\$ 241,349	\$ 241,349
Sierra Hope (Alpine, Amador, Calaveras, Inyo, Mono, and Tuolumne)	\$ 80,863	\$ 80,863	\$ 71,583	\$ 71,583	\$ 71,583
Ventura County (Ventura)	\$ 495,768	\$ 495,768	\$ 439,014	\$ 439,014	\$ 439,014
TOTAL	\$ 4,689,400	\$ 4,689,400	\$ 4,364,010	\$ 4,364,010	\$ 4,364,010

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.\
- B. Invoices shall include the Grant Number and shall be e-mailed as signed copies of HOPWA invoices (PDF format), including HOPWA Summary Tracking (Excel format) and detailed supporting documentation directly to the HOPWA invoice inbox:

HOPWARFA@cdph.ca.gov

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$233,994.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Invoices

- A. An invoice shall be submitted for payment no more than thirty (30) calendar days following the end of each quarterly service period or thirty (30) calendar days following each monthly service period. The quarterly and monthly invoicing deadlines are as follows:

Quarter	Invoice Due Date
Quarter 1 (July – September)	October 30
Quarter 2 (October – December)	January 30
Quarter 3 (January – March)	April 30
Quarter 4 (April – June)	July 30 Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.

Monthly	Invoice Due Date
July – June (see exceptions below)	Due on the 30 th of the following month.
January	March 2
June	July 30 Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.

- B. If invoice is not submitted by the deadline, and extension may be offered for a MAXIMUM of fourteen (14) calendar days. NO EXTENSIONS MAY BE GRANTED FOR THE Q4 INVOICE. If the invoice is not submitted after the two-week extension, current quarterly/monthly expenditures shall be combined in the next invoice submission, but this may cause significant delays in reimbursement for all invoices for the current FY. Q4 invoice (including any charges from previous quarters) has a hard deadline of July 30.

6. Grant Closure

- A. Upon the expiration or termination date of this Grant:
- 1) A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following this date. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
 - 2) A Contractor Release Form (CDPH 2532) must be completed and emailed to the HOPWARFA@cdph.ca.gov inbox along with the final invoice.

Exhibit B

Budget Detail and Payment Provisions

- B. The State may, at its discretion, choose not to honor any delinquent final invoice.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

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

Exhibit D
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

Exhibit E
Information Privacy and Security Requirements
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- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

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4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH****CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee

Printed Name of Person Signing for Grantee

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997426, MS 7700
Sacramento, CA 95899-7426

|

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year quarter date of last report .	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency	7. Federal Program Name/Description: 		
8. Federal Action Number, if known: 	9. Award Amount, if known: 		
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> 	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): 		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature:		
	Print Name:		
	Title:		
	Telephone No.: Date:		
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 23-10400 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Plumas

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

RESOLUTION NO. 23-_____

RESOLUTION TO APPROVE AND ACCEPT GRANT AGREEMENT NUMBER 23-10400 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, CALIFORNIA HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM IN THE AMOUNT OF \$233,994.00, FOR FISCAL YEARS JULY 1, 2023 THROUGH JUNE 30, 2028, AND AUTHORIZE THE INTERIM DIRECTOR OF PUBLIC HEALTH TO SIGN.

WHEREAS, Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will provide HIV/AIDS housing assistance and supportive services under the Housing Opportunities for Persons with AIDS program to low-income people living with HIV throughout California; and

WHEREAS, PCPHA will assist in alleviating or preventing homelessness among people living with HIV/AIDS and their families by providing housing assistance and supportive services; and

WHEREAS, PCPHA will provide resourced and incentives to devise comprehensive strategies for meeting various types of housing needs;

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

Plumas County Board of Supervisors specifically approves and authorizes execution of this grant agreement and hereby ratifies, and approves any services provided by County under this agreement from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Interim Director of Public Health of the County of Plumas is authorized to sign the Grant Agreement and all future Amendments to said Grant Agreement Number 23-10400.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 1st day of August, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Anna Hanlon, RDH to provide licensed dental screenings and oral health education at County Schools, Preschools and the Community for fiscal year 2023-2024; not to exceed \$24,300.00, ; no impact to the General Fund; approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a contract with Anna Hanlon, RDH in the amount of \$24,300.00.

Background and Discussion:

Plumas County Public Health Agency receives funding from the State of California to provide oral health services as part of the Public Health services for the citizens of Plumas County. This contract provides licensed dental screenings and oral health education to school classrooms, the community, and other professional/partners. Dental screenings may include follow-up procedures or contact including, Fluoride application and sealant application. The purpose of this contract is to increase dental health awareness and expand dental access in Plumas County.

The term of this contract is from August 1, 2023 through June 30, 2024.

Action:

Approve and authorize the Chair to sign a contract with Anna Hanlon, RDH in the amount of \$24,300.00, to provide licensed dental screenings and oral health education at County Schools, Preschools and the Community or other professionals/partners for fiscal year 2023-2024

Fiscal Impact:

There is no impact to the General Fund as this contract is fully funded through the Oral Health Program in Public Health.

Attachments:

1. 23-536 OH2324HANLON

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Anna Hanlon, RDH an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-four Thousand Three Hundred Dollars (\$24,300.00).
3. Term. The term of this agreement shall be from August 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Contractor:

Anna Hanlon, RDH
5662 Hunting Creek Way
Sparks, Nevada 89436

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.

OH2324HANLON

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

CONTRACTOR:

Anna Hanlon, RDH, an individual

By: 

Anna Hanlon

Registered Dental Hygienist

Date signed: 7/16/2023

COUNTY:

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

By: 

Dana Krinsky

Assistant Director of Public Health

Date signed:

By: _____

Dwight Ceresola

Chair, Plumas County Board of Supervisors

Date signed:

ATTEST:

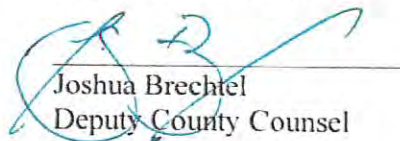
By: _____

Name:

Title:

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

7/12/2023

EXHIBIT A

Scope of Work

Contractor Responsibilities

Consistent with the elements of the County's Oral Health Program, Contractor shall:

1. Provide licensed dental screenings up to twice a year at schools, preschools, and other locations as agreed upon. Dental screenings may include follow-up procedures or contact including, but not limited to:
 - a. fluoride application
 - b. sealant application
 - c. additional services within scope of work
2. Case Management
3. Provide oral health education to classrooms, the community, or other professionals/partners
4. Attend training/events as agreed on to enhance programmatic stability and functionality
5. Create/review/revise oral health education materials
6. Participate in internal oral health program and oral health coalition meetings
7. Participate in projects to increase dental health awareness and expand dental access in Plumas County.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor in accordance with the Scope of Work (Exhibit A) attached.

A. Invoice(s) Shall.

- 1) Bear the Contractor's name and Agreement Number exactly as shown on the Agreement.
- 2) Identify the expense, billing and/or performance period covered on invoice.
- 3) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

C. Invoice(s) Schedule:

Period	Total
08/01/2023-06/30/2024	\$24,300.00

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twenty-four Thousand Three Hundred Dollars (\$24,300.00).



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize the Chair to ratify an Agreement between Plumas County Public Health Agency and Ashley Blesse, RN, to act as medical clinical advisor for Plumas, Sierra and Lassen counties; effective July 1, 2023 through June 30, 2024; not to exceed \$15,000.00; no impact to the General Fund; approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign a contract with Ashley Blesse, RN in the amount of \$15,000.00.

Background and Discussion:

Plumas County Public Health Agency receives funding from the California Department of Health Services, Emergency Preparedness Office to improve the county's ability to respond to emergencies. Ashley Blesse is a Registered Nurse and acts as a medical clinical advisor for Plumas, Sierra and Lassen counties.

The term of this contract is from July 1, 2023 through June 30, 2024

Action:

Approve and authorize the Chair to ratify and sign a contract with Ashley Blesse, RN, to act as medical clinical advisor for Plumas, Sierra and Lassen counties; beginning July 1, 2023 ending June 30, 2024; not to exceed \$15,000.00

Fiscal Impact:

There is no impact to the General Fund.

Attachments:

1. 23-534 HPP2324BLESSE

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Ashley Blesse, RN, an individual, dba Blesse Medical Services (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00).
3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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

- 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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

Blesse Medical Services
3306 Chandler Road
Quincy, CA 95971
Attention: Ashley Blesse, RN

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of 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.

PCPHA2324BLESSE

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

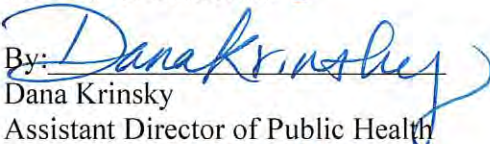
CONTRACTOR:

Ashley Blesse, RN, an individual, dba Blesse Medical Services

By: _____
Ashley Blesse, RN
Date signed:

COUNTY:

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

By: 
Dana Krinsky
Assistant Director of Public Health
Date signed: 7/12/23

By: _____
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

 7/12/2023
Joshua Brechtel
Deputy County Counsel

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

CONTRACTOR:

Ashley Blesse, RN, an individual, dba Blesse Medical Services

By: Ashley Blesse, RN

Ashley Blesse, RN

Date signed:

COUNTY:

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

By: _____

Dana Krinsky

Assistant Director of Public Health

Date signed:

By: _____

Dwight Ceresola

Chair, Plumas County Board of Supervisors

Date signed:

ATTEST:

By: _____

Heidi White

Clerk of the Board

Date signed:

7/12/2023

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Clinical Advisor for Tri-HCC Deliverables FY 23-24
Regional Healthcare Coalition (Lassen, Sierra and Plumas)

Justification: This clinical advisor is a Registered Nurse who currently practices within one of the key health care coalition facilities. She actively sees patients and has a basic knowledge of CBRNE, trauma, burn and pediatric response principals. She has a working knowledge of emergency response in our three county HCC: Plumas, Lassen and Sierra.

1. Attend a minimum of three out of the four Tri-HCC meetings in a twelve-month cycle and if practicing in Sierra or Lassen County then must attend 50% of the HCC Subcommittee meetings in the perspective county (not both counties).
2. Provide clinical leadership to the coalition and serve as a liaison between the coalition and medical directors/medical leadership at health care facilities, supporting entities and EMS agencies.
3. Review and provide input on coalition plans, exercises and educational activities to assure clinical accuracy and relevance.
4. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in coalition activities.
5. Assure that the coalition mass casualty/surge plans provide for appropriate distribution (and redistribution) of trauma patients to avoid overloading single centers whenever possible and work with health care facilities to understand their capabilities and capacity.
6. Assure that subject matter experts are available, and a process exists to support secondary transfer prioritization in specialty surge (e.g. burn, pediatric) mass casualty situations (identify which patients are a priority to transfer to specialty care centers when adequate transportation or inpatient resources are unavailable).
7. Attend the National Healthcare Coalition Preparedness Conference with other coalition members or attend the annual CHA (California Hospital Association) Disaster Planning Conference at own expense.

As allowed by primary employer: attend local trainings, within the three counties and/or appropriate training at the Center for Domestic Preparedness in Alabama or any other free FEMA training at own expense.

EXHIBIT B**Fee Schedule****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor for services performed in accordance with this Agreement.

A. Invoice(s) Shall:

- 1) Bear the Contractors name, exactly as shown on the Agreement.
- 2) Bear the Contractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Invoice(s) must be signed by authorized personnel.

B. Invoice Schedule:

<i>Invoice</i>	<i>Invoice Period</i>	<i>Invoice Due Date</i>	<i>Amount</i>
1 st Quarter	July 1 st - September 30 th	October 15 th	\$3,750.00
2 nd Quarter	October 1 st - December 31 st	January 15 th	\$3,750.00
3 rd Quarter	January 1 st - March 31 st	April 15 th	\$3,750.00
4 th Quarter	April 1 st - June 30 th	June 15 th	\$3,750.00

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00).



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize the Department Of Public Health to recruit and fill, funded and allocated; one (1) Extra-help Office Assistant I/II/III or Administrative Assistant I/II position; no impact to the General Fund.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Department of Public Health to recruit and fill one (1) Extra-help Office Assistant I/II/II or Administrative Assistant I/II position.

Background and Discussion:

The Department of Public Health is requesting to recruit and fill a needed Extra-help Office Assistant I/II/II or Administrative Assistant I/II. There is a need for the Department to hire an extra-help Office Assistant I/II/III to assist the Administration/Fiscal team with certain tasks during the short-term.

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

Action:

Approve and authorize the Department Of Public Health to recruit and fill, funded and allocated; one (1) Extra-help Office Assistant I/II/II or Administrative Assistant I/II position.

Fiscal Impact:

This position is able to be funded as allocated in the FY 23/24 Public Health Budget.

Attachments:

1. Critical Staffing Request Admin Assistant_Office Assistant
2. 1-Admin & Fiscal Services 1 23

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Admin Assistant/Office Assistant – Veteran Services Department, Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department.
- Why is it critical that this position be filled at this time?
Admin Assistants/Office Assistants provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
This is a new position that has been created out of necessity, as others in the Department have been filling the need and it has become detrimental to their own job responsibilities.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?
There is no fiscal impact to the General Fund as this position will be funded through a Cal Vet increase in county funding. Cal Vet has assured the California Association of Veteran Service Officers that this increase will continue into the foreseeable future.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this funded externally.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

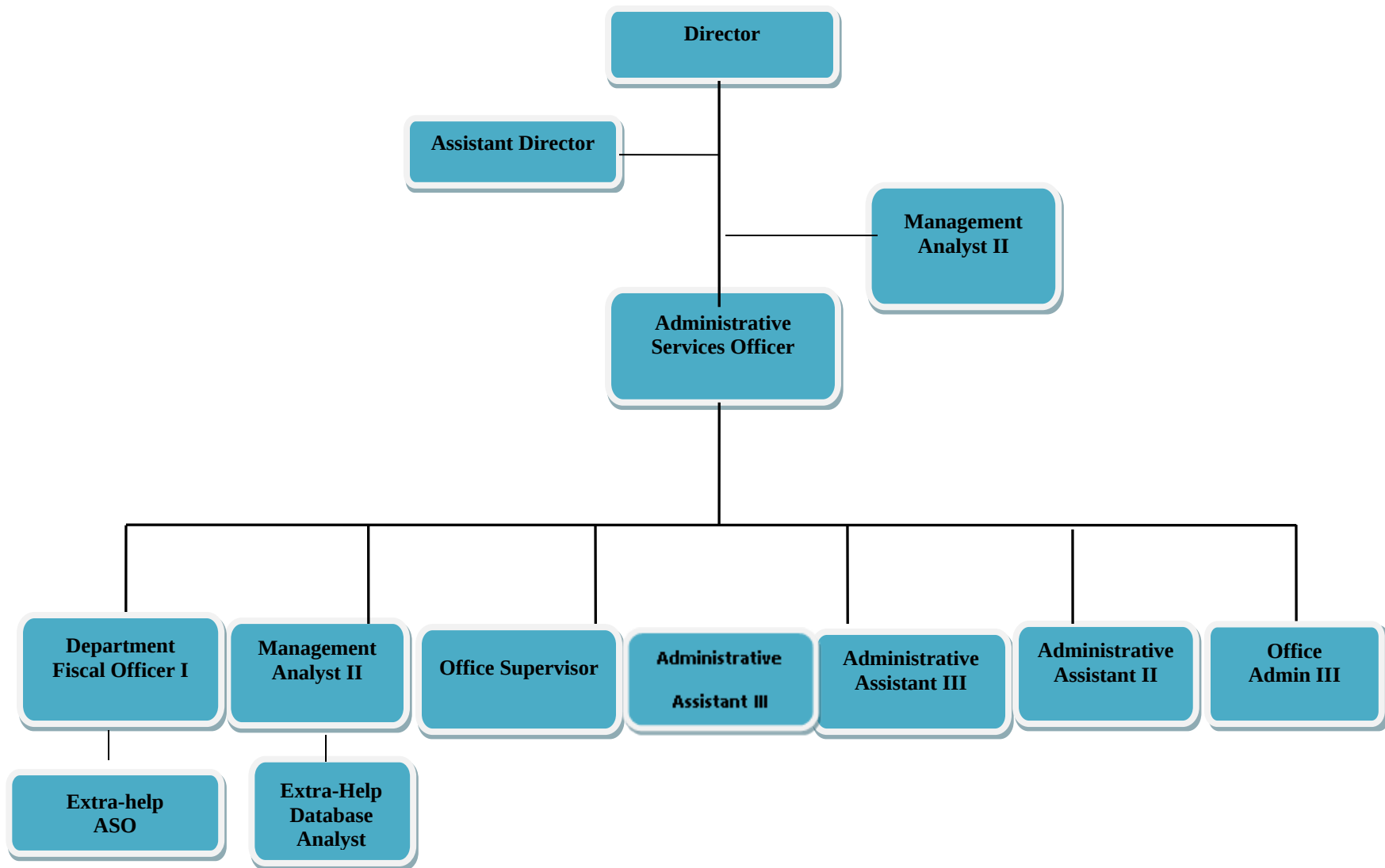
FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

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

1





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize the Department of Public Health to recruit and fill; funded and allocated; vacant one (1) 0 .75 FTE Permanent part-time Driver for Senior Services at the Chester site; no impact on the General Fund.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) .75 FTE Permanent Part-Time Driver for Senior Services at the Chester site.

Background and Discussion:

The Department is requesting to fill the vacancy of one (1) .75 FTE Permanent part-time driver for Senior Services at the Chester site.

The appropriate Critical Staffing Questionnaires and Departmental Organizational Chart are attached.

Action:

Approve and authorize the Department of Public Health to recruit and fill; funded and allocated; one (1) .75 FTE Permanent part-time driver for Senior Services at the Chester site.

Fiscal Impact:

These positions are able to be funded as allocated in the FY23/24 Public Health Budget.

Attachments:

1. Critical Staffing Request Driver 2_14_22
2. 4-Seniors Nutrition & Transportation

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Driver I/II/III / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Drivers are responsible for providing transportation for seniors who require help in going from one location to another. The Driver assists passengers while boarding and unloading; load wheel chair clients and is aware of passengers' comfort.
- Why is it critical that this position be filled at this time?
Not filling this position will hinder the program from providing transportation to and from nutrition sites, for medical appointments and shopping. Proper service is essential to maintain AAA funding and contracts, which are based on utilization hinder the services that Senior Nutrition is able to provide its clientele.
- How long has the position been vacant?
Effective 2/10/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 21/22 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

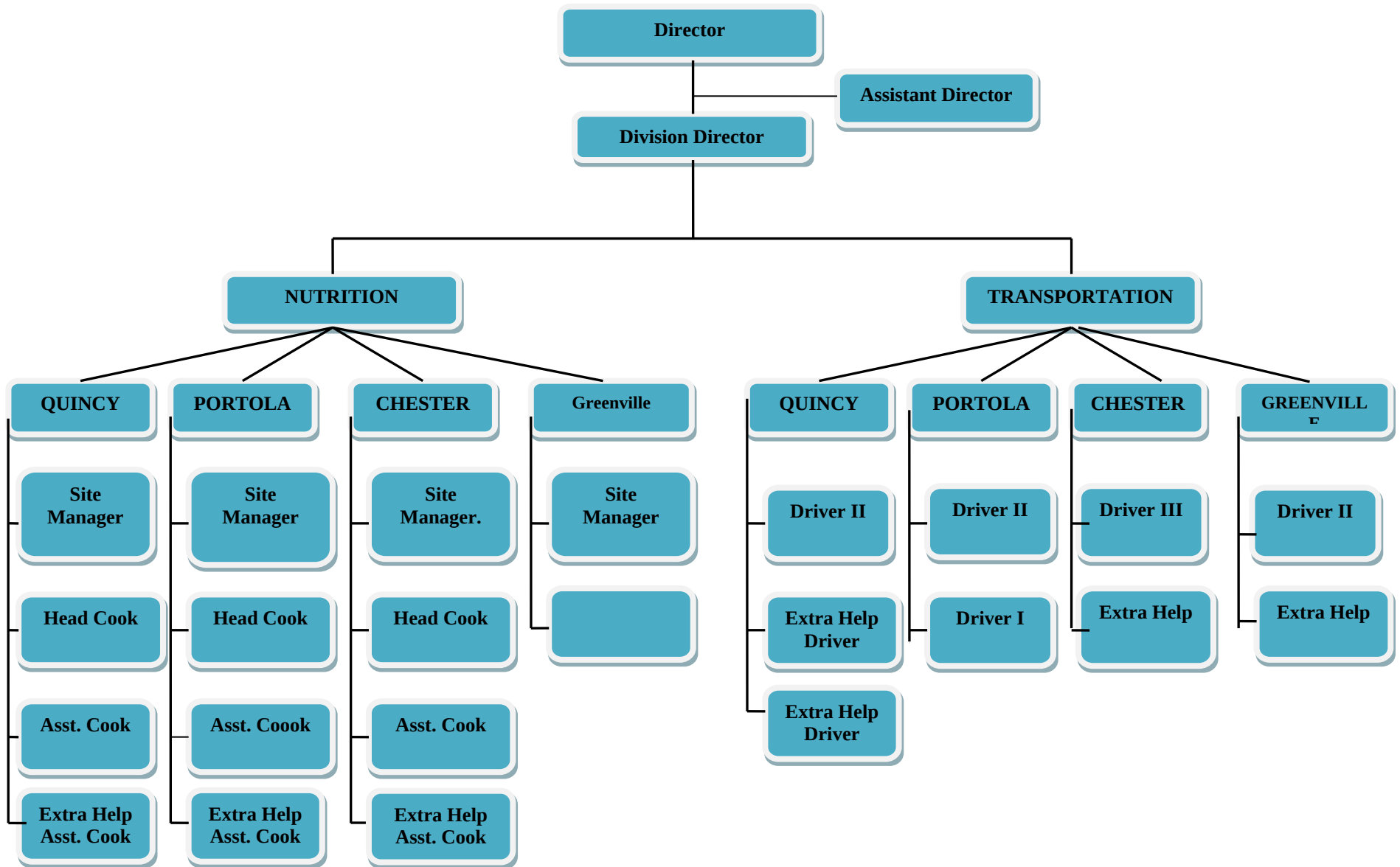
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Modoc County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; not to exceed \$7,390.00, no impact to the General Fund; approved as to form by County Counsel.

Recommendation:

The Interim Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part B Program for Fiscal Year 2023-2024; Modoc County Public Health in the amount of \$7,390.00 beginning April 1, 2023 and ending March 31, 2024. Approved as to form by County Counsel

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has served as a fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five county regions for the Ryan White Program.

Ryan White PARTB funds provide the planning, development and delivery of comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskiyou and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS health care costs.

Action:

Approve and authorize the Chair to ratify and sign the following service agreement related to the Ryan White Part B Program for Fiscal Year 2023-2024; Modoc County Public Health in the amount of \$7,390.00, Approved as to form by County Counsel.

Fiscal Impact:

There is no fiscal impact to the General Funds as this agreement will be paid with funding from the Ryan White Part B Program (Budget Unit 70560).

Attachments:

1. 23-451 PARTB2324MCPH

PARTB2324MODOC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and COUNTY OF MODOC, through its **PUBLIC HEALTH DEPARTMENT**, a political subdivision of the State of California, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Sub Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Sub Contractor under this Agreement shall not exceed Seven Thousand Three Hundred Ninety Dollars (\$7,390.00).
3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 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 Sub Contractor or furnish any other consideration under this Agreement and Sub Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Sub Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Sub Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Sub Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable

____ COUNTY INITIALS

- 1 -

SUB CONTRACTOR INITIALS ____

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 Sub Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Sub Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

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

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

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

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

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

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

Modoc County Health Services
441 N. Main Street
Alturas, CA 96101
Attention: Stacy Sphar, Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Sub Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or Sub Contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Sub Contractor is required to verify that none of the Sub Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Sub Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Sub Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

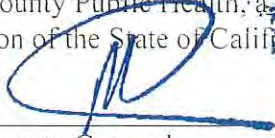
Exhibit A	Scope of Work	2 Pages
Exhibit B	Fee Schedule	1 Page
Exhibit B-I	Budget	1 Page
Exhibit C	General Terms and Conditions (GTC-610)	4 Pages
Exhibit D	Special Terms and Conditions	26 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	5 Pages
Exhibit G	Sub Contractor HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Sub Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	11 Pages
Exhibit J	Darfur Contracting Act Certification	1 Page

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUB CONTRACTOR:

Modoc County Public Health, a political subdivision of the State of California

By: 
Modoc County Counsel
Date signed:

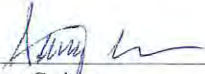
COUNTY:

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

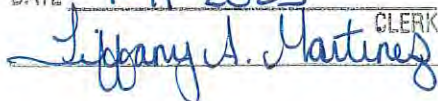
By: _____
Dana Loomis
Director of Public Health
Date signed:

By: 
Kathie Rhoads
Chair, Modoc County Board of Supervisors
Date signed:

By: _____
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed:

By: 
Stacy Spahr
Director of Health Services
Date signed: 7/13/23

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

STATE OF CALIFORNIA
COUNTY OF MODOC SS
I, CLERK OF THE BOARD OF SUPERVISORS
DO HEREBY CERTIFY THAT THIS IS A FULL
TRUE AND CORRECT COPY OF THE ORIGINAL
DOCUMENT ON FILE IN MY OFFICE. WITNESS
MY HAND AND OFFICIAL SEAL THIS
DATE 7-11-2023
 CLERK

Approved as to form:


Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Ryan White Required Services:

The subcontractor will provide outreach services to persons at high risk for HIV in Modoc County.

- a. Provide targeted HIV outreach services to high-risk individuals in Modoc County, to bring them into HIV testing & counseling and treatment & care services. These outreach & testing services will be provided at such places as the local County Jail, Drug Court, Behavioral Health, and Juvenile Detention, as well to individuals at local high-risk environments. Will offer partner services either directly or by referral to each HIV + individual. (See **HIV Partner Services Policy** below).
- b. Bi-Annual attendance at MCHAC meetings and report on program.

Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- a. Subcontractor will provide Quarterly Outreach Report Form.

HIV Partner Services Policy

Policy: HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06.

Purpose: HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services (PS) is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes client who. 1) have a new HIV diagnosis, 2) have a detectable viral load, and 3) have a new STI diagnosis.

After identifying a high-risk individual, the service provider will:

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.
6. Follow-up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.
- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.
- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- Free. Partner services should be free of charge for infected persons and their partners.
- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for HIV should not be a one-time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment, HIV-infected person should have the ability to access partner services whenever needed.

EXHIBIT B**Fee Schedule****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the contractor for actual expenditures incurred in accordance with this Service Agreement.

A. Invoice(s) Shall.

- 1) Include backup documentation to support the invoice.
- 2) Bear the contractor's name and Agreement Number exactly as shown on the Agreement.
- 3) Identify the expense, billing and/or performance period covered on invoice.
- 4) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) Schedule:

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

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Seven Thousand Three Hundred Ninety Dollars (\$7,390.00).

EXHIBIT B-1**Budget****Subcontractor Budget**

Program
 Contractor
 Begin
 Contract Year End:
 Days in Year Elapsed

Part-B,
 Modoc County Public Health
 4/1/2023
 3/31/2024
 33.00

	PY Budgeted Cost	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	Budget Notes
Fringe Benefits								
Jennifer Holmes, R.N	640	Support Services	Outreach Services	2,208	0.290	Fringe Rte	640	
Jennifer Holmes, R.N	619	Core Services	Medical Case Mgt Svcs	2,163	0.290	Fringe Rte	627	
Total Fringe Benefits	1,259						1,267	
Travel								
Travel and training	1,033	Core Services	Medical Case Mgt Svcs	1,033	1.000	Unit Cost	1,033	
Total Travel	1,033						1,033	
Supplies								
HIV Testing Kits	200	Support Services	Outreach Services	282	1.000	Unit Cost	282	Added 82 dollars to adjust for salary and indirect cost change
Total Travel	200						282	
Indirect	555	Administration	Client Service Administration	4,371	0.100	Indirect	437	Total needs to be 7390 Changed indirect from .12 to .10
Contract Total	7,390						7,390	

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. 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 in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, 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 Agreement. 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. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the 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 Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and 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 thereunder (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 Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D**Special Terms and Conditions**

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) ~~All equipment/property purchases are subject to Paragraphs d through h of Provision 3.~~ Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.) withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) Reporting of Equipment/Property Receipt - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) Annual Equipment/Property Inventory - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,

- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
- (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the performance of this Agreement. Rice, Audrey (AudreyRice@countyofplumas.com) is signed
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.] California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.

- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authorily reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement; the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Modoc

Name of Contractor

Stacy Sphar

Printed Name of Person Signing for Contractor

Part B2324Modoc

Contract Number

[Signature]

Signature of Person Signing for Contractor

7/13/23

Date

Director of Health
Services

Title

Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

April 1997, GPO
1010-108

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional District, if known:	Congressional District, if known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, M.I.):	6. Individuals Performing Services (including address if different from 10a.) (Last name, First name, M.I.):	
11. Information disclosed through this form is submitted in violation of 31 U.S.C. section 1352. This disclosure of lobbying activities is a criminal representation or fact upon which reliance was placed by the person above when the transaction was made or entered into. If this disclosure is required pursuant to 31 U.S.C. 1352, this information will be available for public inspection. Any person that provides the required disclosure shall be subject to a not more than \$100,000 civil penalty.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

EXHIBIT E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.
- 2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles– Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause– Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating– All insurance companies must carry an AM Best rating of at least “A-“ with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements– Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors– In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability– Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required)- Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope other Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Workers Compensation and Employers Liability (when required)- Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional liability (when required)- Contractor shall maintain professional liability covering any damages caused by negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required)- Contractor shall maintain pollution liability for limits not less than 1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, " The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required)- Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, " The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

EXHIBIT F

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause. Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 80, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503. (a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

EXHIBIT G**Sub Contractor HIV/AIDS Confidentiality Agreement**

State of California
Health and Human Services Agency



California Department of Public Health

Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

____ COUNTY INITIALS

- 50 -

SUB CONTRACTOR INITIALS _____

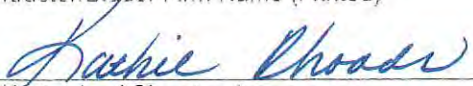
EXHIBIT H
Sub Contractor Certification

Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
	94-6006522
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
 	
Date Executed	Executed in the County of
	

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

<u>Jennifer Holmes</u> Employee name (print)	<u>Jennifer Holmes</u> Employee Signature	<u>7/12/23</u> Date
<u>Cheyenne O'sullivan</u> Supervisor name (print)	<u>COS</u> Supervisor Signature	<u>7/13/23</u> Date
<u>County of Modoc</u> Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

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

b) Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

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

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air, or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT I
Information Privacy and Security Requirements

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein):

E. Personal information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. **System Security Controls**

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. *System Security Review.* All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. *Log Reviews.* All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.* All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. *Disaster Recovery.* Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. *Data Backup Plan.* Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. *Supervision of Data.* CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.* Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.* CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.
- D. *Removal of Data.* CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

EXHIBIT J**Darfur Contracting Act**

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1.  We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
OR
2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.
OR
3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) <i>County of Modoc</i>		Federal ID Number <i>04-6000522</i>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Kathie Rhoads, Chair of the Board</i>		
Date Executed <i>7-11-2023</i>	Executed in the County and State of <i>Modoc, California</i>	



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Steve Clark, Jail Commander

MEETING DATE: August 1, 2023

SUBJECT: **Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Sheriff's Office and Allied Electronic Monitoring** to provide electronic monitoring equipment to monitor inmates on work furlough or on Alternative Custody; effective July 1, 2023; not to exceed \$9,999.00; approved as to form by County Counsel.

Recommendation:

Authorize the Board Chair to sign a contract between the Plumas County Sheriff's Office and Allied Universal Electronic Monitoring in the amount of \$9,999.00.

Background and Discussion:

Allied Universal would continue to provide electronic monitoring equipment to monitor inmates on work furlough or on Alternative Custody.

Action:

Approve and authorise Board Chair to sign the contract.

Fiscal Impact:

Up to \$9,999.00 out of the General Fund.

Attachments:

1. Allied universal electronic monitoring

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Allied Universal Electronic Monitoring US, Inc., a Delaware 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 Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2023 through May 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor June 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

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

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

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

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

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

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

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

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA, 95971
Attention: Chris Driscoll

Contractor:

Allied Universal Electronic Monitoring US, Inc
1838 Gunn Highway
Odessa, FL. 33556
Attention: Mitzi Shilling

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:

Allied Universal Electronic Monitoring US,
Inc., a Delaware Corporation

By: _____
Name: Arnold Roese
Title: CEO/Secretary
Date signed:

COUNTY:

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

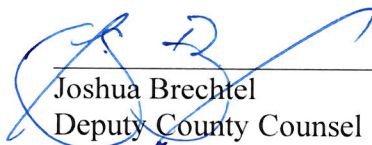
By: _____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

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

ATTEST:

By: _____
Name:
Title:
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/18/2023

EXHIBIT A

Scope of Work

1. Provide industry-leading electronic monitoring equipment and world-class account management and monitoring center services.
 - a. Tracker
 - b. Scram Remote – Alcohol testing device
 - c. Equipment Maintenance and repair

EXHIBIT B

Fee Schedule

See Attached

EXHIBIT B

Fee Schedule

Lease Product Pricing

Product Description	Supervision Level	Quantity	Lease Rate Per Unit / Per Day
Attenti One-Piece Tracking Device	Active	1+	\$3.20
AMS SCRAM Remote Breath		1+	\$5.50

Lost, Damaged, Stolen Replacement Cost

Product Description	Replacement Cost Each
Attenti One-Piece Tracking Device	\$1,050.00
AMS SCRAM Remote Breath Pro	\$1,000.00

Lost / Damaged / Stolen

Contractor will cover Lost/Damaged/Stolen equipment up to an annual cap of 5% of the total annual contract value (the "Lost/Damaged/Stolen Equipment Amount"). The said Lost/Damaged/Stolen Equipment Amount shall be calculated annually.

The 5% annual allowance is not applicable to alcohol equipment.

Spare Inventory

Attenti One-Piece Tracking Device - 20% additional inventory units are provided at no additional cost. Any units in the Agency's possession above that level shall be returned to Contractor.

AMS SCRAM Remote Breath - 10% additional inventory units are provided at no additional cost. Any units in the Agency's possession above that level shall be returned to Contractor.

Mobile App

Product Description	Fee Per Day / Per Offender
aCheck Mobile App	\$0.85

Data Analytics

Product Description	Fee Per Day / Per Offender
Data Analytics	\$0.15

Freedom Charger (Optional Purchase)

Product Description	Purchase Price Each
Freedom Charger	\$55.00
Freedom Charger replacement charging cord	\$5.00
Freedom Charger without charging cord	\$50.00

Reinforced Pre-Cut Strap (Optional Purchase)

Reinforced Pre-cut Strap	Quantity Minimum Order 10 Straps – Any Size	Purchase Cost
Reinforced Pre-cut Strap (Size A) Blue	10	\$150.00
Reinforced Pre-cut Strap (Size B) Rose	10	\$150.00
Reinforced Pre-cut Strap (Size C) Green	10	\$150.00
Reinforced Pre-cut Strap (Size D) Grey	10	\$150.00
Reinforced Pre-cut Strap (Size E) Yellow	10	\$150.00
Reinforced Pre-cut Strap (Size F) Teal	10	\$150.00
Reinforced Pre-cut Strap (Size G) Red	10	\$150.00
Reinforced Pre-cut Strap (Size H) Light Grey	10	\$150.00
Reinforced Pre-cut Strap (Size I) Orange	10	\$150.00
Reinforced Pre-cut Strap (Size J) Pink	10	\$150.00

Reinforced Pre-Cut Strap Accessories (Optional Purchase)

Reinforced Strap	Quantity	Purchase Cost
Measuring Tape for Pre-Cut Reinforced Strap	10	\$18.00
Strap Cutter for Pre-Cut Reinforced Strap	1+	\$14.00
Screwdriver for Pre-Cut Reinforced Strap	1+	\$4.00



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center to provide Home Safe Program services for FY 2023; not to exceed \$250,000 (No Impact to the General Fund); approved as to form by County Counsel.

Recommendation:

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$250,000 for the Home Safe Program (no general fund impact). Authorize the Board Chair to sign the contract; approved as to form by County Counsel.

Background and Discussion:

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

Action:

APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER FOR THE HOME SAFE PROGRAM.

Fiscal Impact:

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

Attachments:

1. BOS Letter PCIRC Home Safe 23
2. 23-24- 052 542 FINAL PCIRC Home Safe



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: JULY 18, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 1, 2023, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR THE HOME SAFE PROGRAM

It is Recommended that the Board of Supervisors

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

Background and Discussion

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

Financial Impact

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

Other Agency Involvement

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

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

Enclosure

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 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

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

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

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

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

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

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

County:

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

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Kate Rahmeyer, Interim Executive Director

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

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

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

By: _____
Name: KATE RAHMEYER
Title: INTERIM EXECUTIVE DIRECTOR
Date signed:

COUNTY:

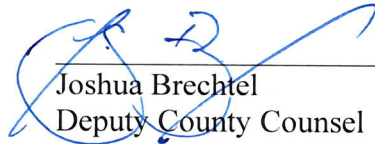
County of Plumas, a political subdivision of
the State of California

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name:
Title:
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/13/2023

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

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

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

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

EXHIBIT B**Fee Schedule**

PCIRC shall invoice for all services, including case management services.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

The invoice shall include copies of all receipts for reimbursement of housing expenses.

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

Plumas Crisis Intervention and Resource Center Budget

Home Safe Program	\$	250,000.00
TOTAL	\$	250,000.00



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program; effective July 1, 2023; not to exceed \$30,000.00 (No impact on the General Fund); approved as to form by County Counsel.

Recommendation:

Approve a contract between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program. Agreement not to exceed \$30,000 (no general fund impact). Authorize the Board Chair to sign the agreement; approved as to form by County Counsel.

Background and Discussion:

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcome and Accountability Act of 2001. This law establishes outcome and accountability mechanisms for California's Child Welfare Services programs. The outcome assessment mechanisms are targeted toward strengthening systems used to monitor and assess the quality of services provided on behalf of abused and neglected children.

The plan includes a number of proposed improvements targeted to strengthening families and improving outcomes for children who are in the Child Welfare System. Among those elements are the following:

- Improving the availability of parenting education in the community.
- Providing in-home parenting using the evidence based Nurturing Families curriculum.
- Providing life skills training for parents with children in the CPS system.
- Utilizing wellness centers in the communities to improve connections with parents and children in the CWS system.

In accordance with these targeted improvements, the Department of Social Services has arranged for services to be provided through PCIRC's existing Wellness Centers for a set of added services that are specific to families that are in the Child Welfare Service's Family Reunification Program.

Action:

APPROVAL AND AUTHORIZATION TO SIGN CONTRACT BETWEEN COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER FOR A CHILD WELFARE SERVICES SYSTEM IMPROVEMENT PROJECT.

Fiscal Impact:

The agreement that is before the Board today is for a total of \$30,000. Funding for System Improvement Projects comes from an allocation of funds that is specifically dedicated to Child Welfare Services Outcome Improvement projects. The funds come from federal and state sources. There is no impact to the County General Fund.

Attachments:

1. BOS Letter PCIRC CWS SIP 23
2. 23-24-025 543 FINAL PCIRC CWS SIP



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: JULY 18, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 1, 2023, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT BETWEEN
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR A CHILD WELFARE SERVICES SYSTEM
IMPROVEMENT PROJECT

It is Recommended that the Board of Supervisors

Approve a contract between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program. Agreement not to exceed \$30,000. Authorize the Board Chair to sign the agreement.

Background and Discussion

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcome and Accountability Act of 2001. This law establishes outcome and accountability mechanisms for California's Child Welfare Services programs. The outcome assessment mechanisms are targeted toward strengthening systems used to monitor and assess the quality of services provided on behalf of abused and neglected children.

The plan includes a number of proposed improvements targeted to strengthening families and improving outcomes for children who are in the Child Welfare System. Among those elements are the following:

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- Providing life skills training for parents with children in the CPS system.
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In accordance with these targeted improvements, the Department of Social Services has arranged for services to be provided through PCIRC's existing Wellness Centers for a set of

added services that are specific to families that are in the Child Welfare Service's Family Reunification Program.

Financial Impact

The agreement that is before the Board today is for a total of \$30,000. Funding for System Improvement Projects comes from an allocation of funds that is specifically dedicated to Child Welfare Services Outcome Improvement projects. The funds come from federal and state sources. There is no impact to the County General Fund.

Other Agency Involvement

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

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

Enclosure

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed THIRTY THOUSAND Dollars (\$30,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
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 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this

section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to 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
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the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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Attention: Neal Caiazzo, Director

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591 West Main Street
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Attention: Kate Rehmyer, Interim Executive Director

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

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

CONTRACTOR:

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

By: _____
Name: KATE RAHMEYER
Title: INTERM EXECUTIVE DIRECTOR
Date signed:

COUNTY:

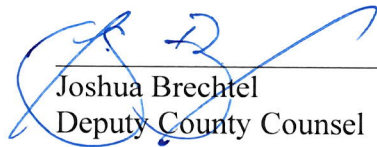
County of Plumas, a political subdivision of the State of California

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/13/2023

EXHIBIT A**Scope of Work****System Improvement Program****Differential Response**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize system improvement funds provided by the Plumas County Department of Social Services (PCDSS) to engage parents with children participating in family reunification with access to the following resources at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

- Crisis Intervention & Support
- Case Management
- Computer & Fax Services
- Food Bank Referral
- Homeless Support Services
- Food Pantry Services
- 24/7 Dad Classes
- Paperwork Assistance
- CalFresh Applications
- HEAP
- REACH
- Salvation Army Services
- Resource & Referral Information
- Peer Counseling

PCIRC shall provide PCDSS with monthly reports that include a count of the numbers of in-person contracts made with families and individuals that were referred by PCDSS. To the extent that additional services are identified as needed and provided, PCIRC shall provide documentation of those needs and services. Where needed and appropriate, PCIRC shall include case narratives for the families and persons served. As needed and appropriate, PCIRC staff will participate in child and family team meetings and/or case planning for those families and individuals referred to PCIRC.

EXHIBIT B**Fee Schedule**

PCIRC shall invoice for all services, including case management services.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

PCIRC will invoice the County on a monthly basis. In no event shall the total of the invoices received during the term of this Agreement exceed \$30,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CWS System Improvement Program	\$	30,000.00
TOTAL	\$	30,000.00



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center, to provide services supporting, and maintaining housing stability; effective July 1, 2023; not to exceed \$368,250.00 (No General Fund impact); approved as to form by County Counsel.

Recommendation:

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$368,250 (no general fund impact). Authorize the Board Chair to sign the contract; approved as to form by County Counsel.

Background and Discussion:

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Action:

APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER FOR HOUSING SUPPORT FOR HOMELESS CalWORKs RECIPIENTS.

Fiscal Impact:

The agreement calls for compensation not to exceed \$368,250 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

Attachments:

1. BOS Letter CalWORKs Housing PCIRC 23
2. 23-24-050 541 FINAL PCIRC CalWORKs HSP



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: JULY 18, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 1, 2023 CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR HOUSING SUPPORT FOR HOMELESS CalWORKs
RECIPIENTS

It is Recommended that the Board of Supervisors

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$368,250. Authorize the Board Chair to sign the contract.

Background and Discussion

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Financial Impact

The agreement calls for compensation not to exceed \$368,250 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

Other Agency Involvement

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

Copy: DSS Management (memo only)

Enclosure

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed THREE HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED FIFTY Dollars (\$368,250.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this

section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that

Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

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

County:

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

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Kate Rahmeyer, Interim Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

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

By: _____
Name: KATE RAHMEYER
Title: INTERIM EXECUTIVE DIRECTOR
Date signed: _____

COUNTY:

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

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/13/2023

EXHIBIT A**Scope of Work****Housing Support Program**

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

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CalWORKS families into permanent housing while providing comprehensive supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Services are individually tailored to meet the needs of the population served, but shall include direct case management services.

PCDSS shall provide PCIRC with signed releases of information forms from each referred to PCIRC for Housing Support Services.

The invoice shall detail housing services. At a minimum, the invoice shall include the amount paid by PCIRC for housing, such as hotel costs, monthly rent, Utilities and/or any deposits, along with dates of all services. The invoice shall describe the services provided to the family, including the provider's name.

EXHIBIT B**Fee Schedule**

PCIRC shall invoice for all services, including case management services.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

The invoice shall include copies of all receipts for reimbursement of housing expenses.

In no event shall the total of the invoices received during the term of this Agreement exceed \$638,250.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CalWORKs Housing Support Program	\$	368,250.00
Cost of associated overhead or administrative support limited to 10%		
TOTAL OF ALL EXPENSES	\$	368,250.00



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Neal Caiazzo, Director of Social Services
MEETING DATE: August 1, 2023
SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and UBEO West LLC, for a 3-year lease on a photocopier and service agreement: not to exceed \$15,000.00 (No General Fund Impact) approved as to form by County Counsel.

Recommendation:

Approve a photocopier 3-year lease and service agreement with UBEO West not to exceed \$15,000 (no general fund impact) and authorize the Board Chair to sign the agreement. Approved as to form by County Counsel.

Background and Discussion:

The Department of Social Services is proposing to renew its lease agreement with the UBEO West for photocopying services. It is requested that the Board approve this agreement and authorize the Board Chair to sign the agreement.

Action:

APPROVAL OF A PHOTOCOPIER LEASE/SERVICE AGREEMENT WITH UBEO WEST.

Fiscal Impact:

The lease schedule calls for payments of \$385.88 per month for a three year period. The service contract is for a minimum of \$80.57 per quarter for three years. The Department has sufficient appropriation within account 70590-520250, Copy Machine Lease/Service, to accommodate lease payments for the balance of the current fiscal year.

Attachments:

1. BOS Letter UBEO 23
2. 23-26-50 513 UBEO FINAL



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: JULY 18, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: CONSENT AGENDA, AUGUST 1, 2023

RE: APPROVAL OF A PHOTOCOPIER LEASE/SERVICE AGREEMENT WITH UBEO WEST

It is Recommended that the Board of Supervisors

Approve a photocopier 3-year lease and service agreement with UBEO West not to exceed \$15,000 and authorize the Board Chair to sign the agreement.

Background and Discussion

The Department of Social Services is proposing to renew its lease agreement with the UBEO West for photocopying services. It is requested that the Board approve this agreement and authorize the Board Chair to sign the agreement.

Financial Impact

The lease schedule calls for payments of \$385.88 per month for a three year period. The service contract is for a minimum of \$80.57 per quarter for three years. The Department has sufficient appropriation within account 70590-520250, Copy Machine Lease/Service, to accommodate lease payments for the balance of the current fiscal year.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed lease agreement and approved it as to form.

Copies: DSS Management (memo only)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Service (hereinafter referred to as “County”), and UBEO WEST, LLC (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, C, and D 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, C, and D, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2026 unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

UBEO, LLC
3131 Esplanade
Chico, CA 95973
Attention: Ryan Vernau

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 exhibits C and D 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:

UBEO WEST, a California LLC

By:_____

Name: John Fortino

Title: Chief Financial Officer

Date signed:

COUNTY:

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

By:_____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

ATTEST

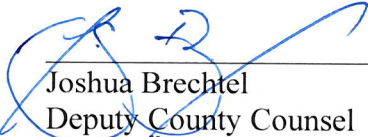
By:_____

Name:

Title:

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/13/2023

EXHIBIT A

Scope of Work

1. Contractor shall provide the following leased equipment: 1) Canon IR ADV DX C3930 and (1) Canon IR ADV DX527iF copiers.
2. Contractor shall provide maintenance services for one (1) Canon IR ADV DX C3930 and (1) Canon IR ADV DX527iF copiers and related parts and equipment (the "Covered Equipment").
3. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service, and supplies, including toner and drums (excluding paper and staples only).
4. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
5. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
6. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
7. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B**Fee Schedule**

1. County shall pay a flat fee of \$385.88 plus applicable taxes per month for leasing (1) Cannon iR Adv DX C3930 and (1) Cannon iR Adv DX 527iF
2. County shall pay a flat fee of \$38.57 plus applicable taxes per quarter for (1) Cannon iR Adv DX C3930 include up to 3600 black and white and 90 Color images per quarter on the equipment covered by this Agreement.
3. County shall pay an additional \$0.0094 (plus applicable taxes) for every black and white image made in the excess of 3600 per quarter and an additional \$0.0526 (plus applicable taxes) for every Color image made in the excess of 90 per quarter This "overage" will be added to the quarterly invoice.
4. County shall pay a flat fee of \$42.00 plus applicable taxes per quarter for (1) Cannon iR Adv DX 527iF include up to 3000 black and white images per quarter on the equipment covered by this Agreement.
5. County shall pay an additional \$0.014 (plus applicable taxes) for every black and white image made in excess of 3000 per quarter. This "overage" will be added to the quarterly invoice.
6. Contractor shall read the image meter quarterly and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
7. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
8. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
9. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
10. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates and shall instead be charged at Contractor's then-current rates for such service calls.

EXHIBIT C

Lease Agreement

See Attachment

EXHIBIT D

Maintenance Agreement

See Attachment

Exhibit C



APPLICATION NO.

AGREEMENT NO.

**EQUIPMENT RENTAL
AGREEMENT****3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470**The words "User," "Lessee," "you" and "your" refer to **Customer**. The words "Owner," "Lessor," "we," "us" and "our" refer to **UBEO West, LLC**.**CUSTOMER INFORMATION**

FULL LEGAL NAME

Plumas County Social Services

STREET ADDRESS

270 County Hospital Road Suite 207

CITY

Quincy

STATE

CA

ZIP

95971

PHONE

(530) 283-6276

FAX

(530) 283-6288

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

Canon imageRUNNER ADVANCE DX 527iF

imageRUNNER ADVANCE DX C3930i

☐ See attached Schedule A**TERM AND PAYMENT INFORMATION**

36

Payments* of \$ \$385.88

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**OWNER ACCEPTANCE**

UBEO West, LLC

OWNER

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Plumas County Social Services

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

36237 (2017) (v2)

Page 1 of 2

Rev. 11/03/2022

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. In addition, should this Agreement replace a previous UBEQ West, LLC generated equipment rental, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



3131 Esplanade, Chico, CA 95973

Exhibit D

PH: (530) 343-6065

FAX: (530) 343-9470

MAINTENANCE AGREEMENT

Date: _____

Contract # _____

UBEO Account Rep: **Lance Jauron**

Purchase Order# _____

(Include hard copy if PO is required)

BILL TO:

Company Name:	Plumas County		
Department:	Social Services		
Address:	270 County Hospital Road Suite 207		
City:	Quincy	County:	Plumas
State:	NV	Zip:	95971
Phone #:	530-283-6462		
Contact:	Christine Renteria		
Email Address:	christinerenteria@countyofplumas.com		

SHIP TO: 0

Company Name:	Plumas County		
Department:	Social Services		
Address:	270 County Hospital Road Suite 207		
City:	Quincy	County:	Plumas
State:	NV	Zip:	95971
Phone #:	530-283-6462	Fax:	0
Contact:	Christine Renteria		
Email Address:	christinerenteria@countyofplumas.com		

AGREEMENT START DATE: _____

This maintenance plan is effective for 60 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- ☐ **STANDARD (GF)** (Includes all parts & labor; Excludes ALL consumables.) ☐ **Excludes Drum (GP)**
- ☒ **BUNDLED (AI)** (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- ☐ **Wide Format "Plus" (AIP)** (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- ☐ **NON-STANDARD (TO)** (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

COVERED EQUIPMENT

COVERED EQUIPMENT	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME CHARGE PER quarter	MINIMUM CHARGE PER MONTH	OVERAGE/PER COPY CHARGE
imageRUNNER ADVANCE DX 527iF			3,000	\$ 42.00	0.01400
imageRUNNER ADVANCE DX C3930i	B/W		3,600	\$ 33.84	0.00940
	Color		90	\$ 4.73	0.05260

QUANTITY OF TONER INCLUDED IN AGREEMENT:

In the case of supply inclusive agreements, UBEO West, LLC will supply to the Customer toner free of charge according to the **Manufacturer's Published Yield per Container**. At UBEO West, LLC's discretion, may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, UBEO West, LLC will bill the Customer for excess toner usage at its lowest published price.

Minimum Total PerQuarter

\$80.57

(Plus Applicable Taxes)

RENEWAL: YES ☐ NO ☐

BILLING CYCLE - Bases

- ☐ Monthly ☐ Annual
- ☒ Quarterly ☐ Semi-Annual
- ☐ No base billing

BILLING CYCLE - Meters

- ☐ Monthly ☐ Annual
- ☒ Quarterly ☐ Semi-Annual

SPECIAL INSTRUCTIONS

For managed print agreements (Printers), you agree that if you retire, replace and/or add new equipment, you grant the UBEO West, LLC the ability to reflect these additions or deletions of said equipment and your payment under this agreement may adjust accordingly.

For agreements without a base billing, the above stated pricing is based upon the guaranteed number of images listed under "Estimated annual volume". All images will be billed per the billing in arrears for actual usage.

Customer agrees to purchase and UBEO West, LLC agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of UBEO West, LLC. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of UBEO West, LLC. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X

CUSTOMER SIGNATURE

TITLE

DATE

Print Name

X

UBEO West, LLC APPROVAL

TITLE

DATE

UBEO West, LLC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the UBEO West, LLC will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without UBEO West, LLC's prior written consent. UBEO West, LLC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any overage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, UBEO West, LLC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that UBEO West, LLC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. UBEO West, LLC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by UBEO West, LLC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
 - a) repairs resulting from causes other than normal use; Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
 - b) repairs made necessary by service performed by personnel other than an UBEO West, LLC representative, or
 - c) work which the customer requests to be performed outside regular business hours, or
 - d) reconditioning or modification to the equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the equipment.All of the foregoing shall be invoiced in accordance with UBEO West, LLC's established per call rates and part charges then in effect. Additionally, UBEO West, LLC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by UBEO West, LLC shall become the property of UBEO West, LLC. UBEO West, LLC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise UBEO West, LLC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by UBEO West, LLC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of UBEO West, LLC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by UBEO West, LLC. If correct meter readings are not provided timely, UBEO West, LLC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. UBEO West, LLC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, UBEO West, LLC may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by UBEO West, LLC.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by UBEO West, LLC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, UBEO West, LLC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to UBEO West, LLC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the UBEO West, LLC the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
 - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
 - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
 - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to UBEO West, LLC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. UBEO West, LLC shall have 30 days to correct the problem. If UBEO West, LLC has not corrected the problem within 30 days, Customer may notify UBEO West, LLC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by UBEO West, LLC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the UBEO West, LLC until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the UBEO West, LLC all unused supplies provided under this agreement including toner and photoconductor.
- 12 UBEO West, LLC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall UBEO West, LLC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to UBEO West, LLC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to UBEO West, LLC unpaid. Upon default of any payment or any other aspect of this Agreement, UBEO West, LLC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon UBEO West, LLC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by UBEO West, LLC's General Manager

Customer Initials



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between the Plumas County Department of Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2023; not to exceed \$20,000.00; (General Fund Impact of \$20,000.00) approved in the FY 2023/2024 Budget; approved as to form by County Counsel.

Recommendation:

Approve agenda item.

Background and Discussion:

CivicPlus has hosted the County of Plumas website since 2010. A price increase is in effect as of July 1, 2023. We are also adding additional features as of July 1, 2023, to improve the website. Cost not to exceed \$20,000.

Action:

Approve and authorize the Chair to sign an Agreement between the Plumas County Department of Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2023; not to exceed \$20,000; approved as to form by County Counsel.

Fiscal Impact:

This request was approved in the FY 23-24 I.T. Budget.

Attachments:

1. CivicPlus - Price Increase FY23-24
2. 23-498 FINAL



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Melodie (Bennett) Sylvia,

As a valued CivicPlus customer, this letter is to notify you about an upcoming change to our solution pricing that will impact County of Plumas on 7/1/2023 as part of your annual contract renewal.

Over the past several years, as our nation and community leaders have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner whose solutions empower your successful operations and communications throughout these turbulent times. In response to our desire to support governments' recent staff and budget challenges, we have held our solution pricing as flat as possible.

However, we must continue to prioritize the stability of our people and systems against a backdrop of record inflation and soaring costs. Therefore, we will be increasing our pricing of the Web Central solution from USD 8,872.50 to USD 10,478.00 effective on your next renewal on 7/1/2023. Unfortunately, CivicPlus will not be able to renew your agreement on the current terms. To solve this issue, we have attached terms that will allow your account renewal.

We have tried connecting with you over the phone and through email so we could discuss this directly and help answer any questions you may have. If you want to connect, please don't hesitate to email us and schedule a time to talk.

With these changes comes a robust set of product enhancements and first-to-market integrations, including:

- CivicPlus Portal – A free digital hub that makes it easy for residents to obtain information and resources and interact with their local government from a personal and customizable interface and that embeds in your Municipal Website Central solution
- Enhanced cybersecurity protections to safeguard administrative and resident data from the continually evolving cyber threats and digital extortionists
- Available integrations with Monsido, a Web Governance and Accessibility solution now part of the CivicPlus Civic Experience Platform

Please share this information with all those in your administration who will need this information for 2023 budgeting purposes. In addition, please contact the undersigned account manager if you have any questions about these changes.

CivicPlus remains committed to ensuring our solution pricing and service fees never become a barrier to your digital transformation and civic experience needs. Again, we thank you for your continued partnership and support.

Thank you,

Ashley Hardesty

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-38270-1
2/24/2023 12:34 PM
PLUMAS COUNTY,
CALIFORNIA

QTY	Product Name	DESCRIPTION
1.00	Additional Storage 25 GB - CivicEngage Renewal	Additional Storage 25 GB
1.00	Annual Fee Renewal (Hosting & Support)	Annual Fee for Hosting and Support
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee
1.00	Recurring Redesign Annual Fee Renewal	Website Recurring Redesign Annual Fee

Annual Recurring Services - Initial Term	USD 10,477.81

1. This renewal Statement of Work ("SOW") is between County of Plumas ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 7/1/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Information Technology** (hereinafter referred to as “County”), and CivicPlus, LLC a Kansas Limited Liability Company (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto and incorporated herein.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under the initial term of this Agreement shall not exceed Ten Thousand Four Hundred Seventy Seven Dollars and Eighty One Cents (\$10,477.81).
3. **Term.** The term of this agreement shall be from July 19, 2023 through June 30, 2024, and may be renewed as set forth in Exhibit A unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 19, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving sixty (60) 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. Notwithstanding the foregoing, the County shall remain responsible for payment of any outstanding invoices for services rendered by Contractor prior to its receipt of notice for such non-appropriation.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. 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. Reserved County shall not be liable for, and Contractor shall defend and indemnify County against any and all third party 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 reasonable 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 directly from the sole negligence or willful misconduct of Contractor or its officers, or employees. 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 negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall be limited by the applicable insurance limits available to Contractor.
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.

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 except upon a sale of merger of its assets.
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 Information Technology
County of Plumas
520 Main Street, Room 211
Quincy, CA 95971
Attention: Greg Ellingson

Contractor:

CivicPlus Legal Department
302 S 4th St Suite 500
Manhattan KS 66502

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. Notwithstanding the foregoing, Contractor shall not be liable or responsible for any delays caused by the actions or inactions of the County.
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.

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

CONTRACTOR:

CivicPlus, LLC, a Kansas Limited Liability Company

By: _____

Name: Amy Vikander

Title: Sr. VP Client Success

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

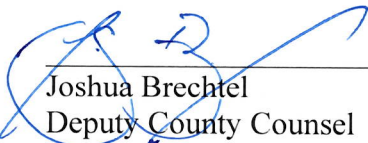
By: _____

Name: Kristina Rogers

Title: Deputy Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/25/2023

EXHIBIT A

Scope of Work



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Date:

Expires On:

Statement of Work

Q-43164-1

5/23/2023 9:55 AM

8/21/2023

Bill To:

PLUMAS COUNTY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Austin Sturdy	x	austin.sturdy@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Public Health	Renewable
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	One-time
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Virtual Webmaster - CivicEngage	Virtual Webmaster (5 hours/Monthly) - CivicEngage	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

~~List Price - Year 1 Total~~	~~USD 5,327.65~~

Total Investment - Prorated Year 1	USD 4,515.00
Annual Recurring Services (Subject to Uplift)	USD 7,721.00

Total Days of Quote:39

Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Annual Uplift	As agreed to in the Agreement

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement and the applicable Solutions and Services Terms and Conditions located at: [https:// www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions](https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions) (collective, the "Agreement"). Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

COUNTY INITIALS

CONTRACTOR INITIALS_____



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: August 1, 2023

SUBJECT: Adopt a RESOLUTION designating the Beckwourth CSA Manager as Beckwourth CSA Agent to execute for or on behalf of Beckwourth CSA, and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program; approved as to form by County Counsel; discussion and possible action. Roll all vote

Recommendation:

Approval for Chair to sign Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies

Background and Discussion:

During the winter storms in March and April 2023, the primary sewer pond overtopped due to snow melt and rainwater entering the sewer system and inundating the sewer ponds. A water pump was rented from a local contractor and set onsite to pump effluent to the three backup ponds. This pump was run periodically by the operator to keep the primary pond from overtopping further. The pump was set March 16, 2023 and was used until April 11, 2023 when the water entering the sewer system subsided.

An application is being submitted to OES and FEMA, requesting reimbursement. Cal OES form 130 is for designation of Applicant's Agent Resolution for Non-State Agencies. This form requires the approval of the Governing Board and signature by the Chair to sign.

Action:

Approval for Chair to sign Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies

Fiscal Impact:

N/A

Attachments:

1. Designation of Agent Resolution



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE Beckwourth County Service Area
(Governing Body) (Name of Applicant)

THAT Manager of Beckwourth CSA, OR
(Title of Authorized Agent)

Plumas County Auditor, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Beckwourth County Service Area,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the Beckwourth County Service Area, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 1st day of August, 2023

Dwight Ceresola, Chair BCSA Governing Board
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and Clerk of the Board of
(Name) (Title)

Beckwourth County Service Area, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the Board of Directors
(Governing Body)

of the Beckwourth County Service Area on the 1st day of August, 2023.
(Name of Applicant)

Clerk of the Board

(Signature)

(Title)

Approved as to form:

Gretchen Stuhr
Plumas County Counsel



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



PLUMAS COUNTY BUILDING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Charles White, Director of Building Services

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Building Department and Wheels West, Inc., for the fixed asset purchase of \$34,726.69 for a 2021 Ford Bronco Sport, and \$37,100.19 for a 2022 Ford Bronco Sport; for a total not to exceed \$71826.88; as approved in the FY 2023/2024 budget; approved as to form by County Counsel; discussion and possible action. Four/ fifths roll call vote

Recommendation:

Approve and authorize the Chair to sign an Agreement between Plumas County Building Department and Wheels West, Inc., for the fixed asset purchase of \$34,726.69 for a 2021 Ford Bronco, and \$37,100.19 for a 2022 Ford Bronco; outside the RFP process for a total not to exceed \$71826.88; as approved in the FY 2023/2024 budget; approved as to form by County Counsel;

Background and Discussion:

The Building Department has been searching for 2 replacement vehicles since 2021. Due to COVID and material shortages, the vehicles the department were searching for became unavailable, and the following year became difficult to get and priced out of our budget. From 2021 to 2023, the department has published 3 different RFPs for vehicles with vendors either not choosing to submit a bid proposal or not responding at all. The department has also tried going through Sourcewell and National Fleet Auto Group with no results. It came to our attention that Behavioral Services had purchased 3 vehicles through Wheels West outside the RFP process and had great success. I reached out to the vendor and located two vehicles of the same type that would suit the Department's needs. . .

Action:

Allow the Building Department to purchase 2 vehicles, outside the RFP process, for a price not exceeding \$71826.88, contract approved as to form by County Counsel.

Fiscal Impact:

Funds for vehicle purchases were first approved in the FY 2022/2023 budget and allocation rolled over to the 2023/2024 Budget.

Attachments:

1. 23-564 FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 7/19/2023

Vendor: Wheels West
1303 Main Street, Susanville, Ca. 96130
Tel: 530-251-0101

County: County of Plumas
Department of Building Services
555 Main Street, Quincy

_____, California 95971
Tel: 530-283-6206

Description: Purchase of Two Ford Bronco Sport, year 2021 and 2022 as identified in the purchase agreement attached to MPA as Exhibit A.

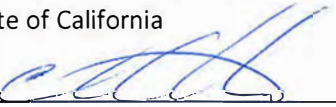
Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed \$ _____
Seventy-one thousand, eight hundred, twenty-six and 82/100 Dollars (\$ 71,826.82)

Term: Agreement shall commence on Aug 1, 2023 and shall terminate on 1/12/2024
_____ unless the Contract is terminated earlier.

The County of Plumas Board of Supervisors understands and agrees to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit A and incorporated herein by this reference and approves and authorizes the purchase as detailed in Exhibit A

COUNTY:

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

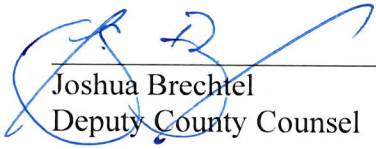
By: 
Charles White
Director of Buildings
Date signed: 7/19/2023

By: _____
Dwight Ceresola
Chair of the Board of Supervisors
Date signed: _____

ATTEST:

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

Approved as to form:


Joshua Brechtel
Deputy County Counsel

7/19/2023

©2025 The Reynolds and Reynolds Company 10 SHEDDEN, WWW.REYREYN.COM, 1-800-544-0000, FAX 1-800-551-2000

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

Buyer Name and Address (Including County and Zip Code) PLUMAS COUNTY BUILDING DEPT 555 MAIN ST QUINCY, CA 95971 Cell: Email:	Co-Buyer Name and Address (Including County and Zip Code) Cell: Email:	Seller-Creditor (Name and Address) WHEELS WEST, INC 1303 MAIN ST. SUSANVILLE, CA 96130

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

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2022	FORD BRONCO SPORT BI	20799	3FMCR9B6XNRD49016	☒ Personal, family, or household unless otherwise indicated below ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00	\$ 37100.19	\$ 37100.19	\$ 37100.19
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
One Payment of	\$ NA	NA		
NA	\$ 37100.19	08/12/2023 beginning		
NA	\$ NA			
One final payment	\$ 37100.19	DUE ON: 08/12/2023		
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 33995.00(A)
1. Cash Price Vehicle	\$ 33995.00
2. Cash Price Accessories	\$ NA
3. Other (Nontaxable) Describe NA	\$ NA
4. Other (Nontaxable) Describe NA	\$ NA
B. Document Processing Charge (not a governmental fee)	\$ 85.00(B)
C. Emissions Testing Charge (not a governmental fee)	\$ 46.75(C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) NA	\$ NA (D1)
2. (paid to) NA	\$ NA (D2)
3. (paid to) NA	\$ NA (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) NA	\$ NA (E1)
2. (paid to) NA	\$ NA (E2)
F. EV Charging Station (paid to) NA	\$ NA (F)
G. Sales Tax (on taxable items in A through F)	\$ 2474.19(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC	\$ 33.00(H)
I. (Optional) Service Contract(s)	
1. (paid to) NA	\$ NA (I1)
2. (paid to) NA	\$ NA (I2)
3. (paid to) NA	\$ NA (I3)
4. (paid to) NA	\$ NA (I4)
5. (paid to) NA	\$ NA (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to NA	\$ NA (J)
(see downpayment and trade-in calculation)	
K. Prior Credit or Lease Balance (e) paid by Seller to	\$ NA (K)
(see downpayment and trade-in calculation)	
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$ NA (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement NA	\$ NA (M)
N. Other paid to For	\$ NA (N)
O. Other paid to For	\$ 36633.94 (O)
Total Cash Price (A through O)	\$ (1)
2. Amounts Paid to Public Officials Estimated	
A. Vehicle License Fees	\$ 120.00(A)
B. Registration/Transfer/Titling Fees	\$ NA (B)
C. California Title Fees	\$ NA (C)
D. Other	\$ 458.00 (D)
Total Official Fees (A through D)	\$ NA (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	\$ 8.25 (3)
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee	\$ 37100.19 (4)
5. Subtotal (1 through 4)	\$ (5)
6. Total Downpayment	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$ NA (A)
Vehicle 1 \$ Vehicle 2 \$	
B. Total Less Prior Credit or Lease Balance (e)	\$ NA (B)
Vehicle 1 \$ Vehicle 2 \$	
C. Total Net Trade-In (A-B)	\$ NA (C)
Vehicle 1 \$ Vehicle 2 \$	
D. Deferred Downpayment Payable to Seller	\$ NA (D)
E. Manufacturer's Rebate	\$ NA (E)
F. Other NA	\$ NA (F)
G. Other NA	\$ NA (G)
H. Other NA	\$ NA (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ 0.00 (I)
Total Downpayment (C through I)	\$ (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)	
7. Amount Financed (5 less 6)	\$ 37100.19 (7)

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

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X _____ Co-Buyer Signature X _____

AUTO BROKER FEE DISCLOSURE

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

☐ Name of autobroker receiving fee, if applicable: _____

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

Buyer Signs X _____ Co-Buyer Signs X _____

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

Buyer X _____ Co-Buyer X _____

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

WARNING:

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

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

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

S/S X _____ X _____

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

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

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

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

Buyer Signature X _____ Co-Buyer Signature X _____

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

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

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

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

Buyer Signature X _____ Date 07/13/2023 Co-Buyer Signature X _____ Date _____

Buyer Printed Name _____ Co-Buyer Printed Name _____

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

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

Other Owner Signature X _____ Address _____

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

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

Guarantor X _____ Date _____ Guarantor X _____ Date _____

Address _____ Address _____

Seller Signs _____ Date _____ By X _____ Title _____



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: August 1, 2023

SUBJECT: Adopt RESOLUTION authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of \$283,090 from the Office of Emergency Services for funding the Victim Witness Program for the grant period of 10/01/2023 to 09/30/2024; and authorize the Board Chair to sign Grant Subaward Certification of Assurance of Compliance; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt RESOLUTION authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of \$283,090 from the Office of Emergency Services for funding the Victim Witness Program for the grant period of 10/01/2023 to 09/30/2024

Authorize Governing Board Chair to sign Grant Subaward Certification of Assurance of Compliance

Background and Discussion:

The Sheriff's Office oversees the Victim Witness grant program. A Resolution is required to authorize the Sheriff to apply and be appointed as the official designee for the Victim Witness grant award agreement VW 23 31 0320 in the amount of \$283,090 for the grant period of 10/01/2023 to 09/30/2024.

The VW grant funds a full-time Victim Witness Advocate and half of the Victim Witness Coordinator position. It also funds the necessary supplies and expenses relating to the program.

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

Action:

Adopt RESOLUTION authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of \$283,090 from the Office of Emergency Services for funding the Victim Witness Program for the grant period of 10/01/2023 to 09/30/2024

Authorize Governing Board Chair to sign Grant Subaward Certification of Assurance of Compliance

Fiscal Impact:

No impact on the General Fund. All expenses for this grant are 100% covered by grant funds.

Attachments:

1. Resolution VW 23 Grant
2. VW 23 31 0320 Grant Packet

RESOLUTION NO. 23-_____

AUTHORIZING THE SHERIFF'S APPLICATION, RECEIPT AND DISBURSEMENT OF GRANT FUNDS IN THE AMOUNT OF \$283,090 FROM THE OFFICE OF EMERGENCY SERVICES FOR FUNDING THE VICTIM WITNESS PROGRAM FOR THE GRANT PERIOD 10/01/2023 TO 09/30/2024

WHEREAS, the California Governor's Office of Emergency Services ("Cal OES") has offered a grant to the Plumas County Sheriff's Office ("PCSO") to fund the Victim/Witness Assistance Program through the grant award agreement VW 23 31 0320; and,

WHEREAS, the terms and conditions of the Cal OES grant award require authority from the Board of Supervisors to enter into the grant agreement; and,

WHEREAS, the Plumas County purchasing policy requires approval from the Board of Supervisors to enter into a grant agreement for the amount of \$283,090; and,

WHEREAS, the Sheriff is requesting authority to enter into an agreement with Cal OES to receive grant funds for funding the Victim/Witness Program; and

WHEREAS, the Sheriff is requesting authority to act as the Official Designee on behalf of Plumas County and requesting, as Official Designee, the authority to enter into VW 23 31 0320 Subaward Amendments with Cal OES;

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized to act as Official Designee, has the authority to enter into an agreement with Cal OES for the receipt of grant funds in the amount of \$283,090; and, as Official Designee, has authority to enter into VW 23 31 0320 Subaward Amendments with Cal OES; and,

BE IT FURTHER RESOLVED that this grant will be spent on funding for the Victim/Witness Program during the 10/01/2023 to 09/30/2024 grant period.

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 Brechtel
Deputy County Counsel

Cal OES #		FIPS #		VS#		Subaward #	

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: PLUMAS COUNTY 1a. UEI#: YXZZPLBCRFY6

2. Implementing Agency: PLUMAS COUNTY SHERIFF'S OFFICE 2a. UEI#: YXZZPLBCRFY6

3. Implementing Agency Address: 1400 E MAIN STREET QUINCY 95971-9402
(Street) (City) (Zip+4)

4. Location of Project: QUINCY PLUMAS 95971-9402
(City) (County) (Zip+4)

5. Disaster/Program Title: VW - Victim/Witness Assistance Program 6. Performance/Budget Period: 10/1/2023 to 9/30/2024
(Start Date) (End Date)

7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	VOCA		\$132,120					\$132,120
9.	2023	VOCA		\$132,125					\$132,125
10.	2023	VWAO	\$18,845						\$18,845
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$18,845	\$264,245	\$283,090				\$283,090

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: TODD JOHNS Title: SHERIFF/CORONER

Payment Mailing Address: 1400 E MAIN STREET City: QUINCY Zip Code+4: 95971-9402

Signature:  Date: 6/20/23

16. Federal Employer ID Number: 946000528

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)

(Date)

(Cal OES Director or Designee)

(Date)



Grant Subaward Contact Information

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

1. **Grant Subaward Director:**

Name: TODD JOHNS

Title: SHERIFF/CORONER

Telephone #: (530)283-6389

Email Address: tjohns@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

2. **Financial Officer:**

Name: RONI TOWERY

Title: PL CO SHERIFF FISCAL OFFICER

Telephone #: (530)283-6396

Email Address: ronitowery@countyofplumas.com

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

3. **Programmatic Point of Contact:**

Name: KORI BOUMA

Title: PROGRAM DIRECTOR

Telephone #: (530)283-6071

Email Address: kbouma@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

4. **Financial Point of Contact:**

Name: RONI TOWERY

Title: PL CO SHERIFF FISCAL OFFICER

Telephone #: (530)283-6396

Email Address: ronitowery@countyofplumas.com

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: TODD JOHNS

Title: SHERIFF/CORONER

Telephone #: (530)283-6389

Email Address: tjohns@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: TODD JOHNS

Title: SHERIFF/CORONER

Telephone #: (530)283-6389

Email Address: tjohns@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: DWIGHT CERESOLA

Title: CHAIR/PL CO BOARD OF SUPERVISORS

Telephone #: (530)283-6170

Email Address: pcbs@countyofplumas.com

Address/City/ Zip Code (9-digit): 520 MAIN STREET RM 309, QUINCY CA 95971-9402



Grant Subaward Signature Authorization

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

Implementing Agency: PLUMAS COUNTY SHERIFF'S OFFICE

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

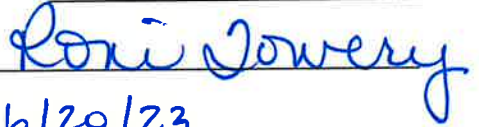
Printed Name: TODD JOHNS

Signature: 

Date: 6/20/23

Financial Officer:

Printed Name: RONI TOWERY

Signature: 

Date: 6/20/23

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: 

Printed Name: KORI BOUMA

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: 

Printed Name: TOM KLUNDBY

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: COUNTY OF PLUMAS

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	PLUMAS COUNTY VICTIM WITNESS ASSISTANCE PROGRAM	VW23 31 0320	10/1/23-9/30/24
2			
3			
4			
5			
6			

I, TODD JOHNS (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

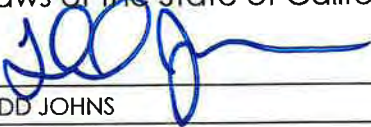
V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	
Official Designee's Typed Name:	TODD JOHNS
Official Designee's Title:	SHERIFF/CORONER
Date Executed:	6/20/23
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
☐ City Financial Officer	☐ County Financial Officer
☐ City Manager	☐ County Manager
☒ Governing Board Chair	
Signature:	
Typed Name:	DWIGHT CERESOLA
Title:	PLUMAS COUNTY BOARD OF SUPERVISORS , CHAIR
Date Executed:	



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient:			Grant Subaward #:VW23			
A. Personnel Costs - Line-item description and calculation	22 VOCA	20 VOCA Match	23 VOCA	22 VOCA Match	23 VWA0	Total Amount Allocated
VW DIRECTOR SALARY						
\$1,445.38 bi-weekly x 26 pay periods = \$57,545.28	\$18,790		\$18,790			\$37,580
MVA portion of VW Director Salary	\$2,442		\$2,442			\$4,884
OVERTIME/ON CALL	\$14,624		\$14,624			\$29,248
2 Staff members on-call pay is paid at 2 hrs per weekday 3 hrs per weekend/holiday						
\$1358.97 PER PAY PERIOD X 26 = \$35,333.33 scene etc for victims to assist with shelter, transportation, interviews etc. The remainder of overtime is to cover hours due to late court for homicide cases and call outs longer than 2 hrs						
MVA VW ADVOCATE	\$22,277		\$22,276			\$44,553
1,713.57 bi-weekly x 26 pay periods = \$31,967.26 Provide assistance with Restraining Orders, Transportation, escort and support for Court, Interviews with DA and LE						
PERS	\$9,101				\$4,100	\$13,201
\$507.73 bi-weekly x 26 pay periods = \$13,201						
7.65% FICA & MEDICARE OASDI	\$4,641		\$4,641			\$9,282
80409.87 x 7.65% = \$9550.71						
HEALTH INSURANCE					\$12,291	\$12,291
\$668.45 bi-weekly x 2 x 26 pay periods = \$17,379.60						
CELL PHONE ALLOWANCE \$40.00 bi-weekly x 24pay periods x 2=\$1920.00	\$960		\$480			\$1,440
OPEB LIABILITY (YEARLY)	\$666		\$667			\$1,333
UNEMPLOYMENT INSURANCE (YEARLY)	\$146		\$145			\$291
WORKERS COMP INSURANCE (YEARLY)	\$364		\$365			\$729
LIABILITY SELF FUND INSURANCE (YEARLY)	\$141		\$141			\$282
EXTRA HELP HIRE SALARY X 2 MVA EMPLOYEES						
\$1116 bi-weekly x 26 pay periods = \$29,016	\$14,508		\$14,508			\$29,016
7.65% FICA	\$1,110		\$1,110			\$2,220
\$29,016 x 7.65% = \$2,220						
Personnel Costs Fund Source Totals	\$89,770		\$80,189		\$16,391	\$186,350
PERSONNEL COSTS CATEGORY TOTAL						\$186,350



Subrecipient:			Grant Subaward #:VW23			
B. Operating Costs - Line-item description and calculation	22 VOCA	20 VOCA Match	23 VOCA	22 VOCA Match	23 VWA0	Total Amount Allocated
OFFICE SUPPLIES Pens, paper, Printer toner, ink cartridges \$1,554.75 x 12=\$18,657	\$1,867		\$7,706		\$2,454	\$12,027
COPIER MAINTANENCE 12 X \$180.00	\$1,080		\$1,080			\$2,160
COMMUNICATIONS Land line Phones \$196 per month x 12 = \$2,352	\$1,176		\$1,176			\$2,352
VEHICLE MAINTANENCE Oil Change 8 @ \$58 = \$464 Expedition & Subaru Summer and Winter tires \$4,000 Repairs 735 x 12 mo. = \$8,825 estimated	\$466		\$7,219			\$7,685
LOCAL TRAVEL Fuel for vehicles 3000 gal @6.00/gal 17 mpg x 48,000 MILES 3000 gal x \$/gal = \$18000	\$6,000		\$12,000			\$18,000
Additional misc fuel for out of county transports			\$2,000			\$2,000
EMERGENCY CLIENT COSTS Food, Clothing, Shelter, etc. 60 Client x \$678= \$40,680 MVA Portion \$20,340 VW Portion \$20,340	\$24,508		\$16,155			\$40,663
ASSOCIATION DUES (Yearly) CCVAA	\$125					\$125
OFFICE FURNITURE Desks Chairs File Cabinets etc	\$928		\$1,600			\$2,528
COMPUTERS AND PRINTERS X 4	\$2,000		\$2,000			\$4,000
POSTAGE 166.66/mo x 12 mo = \$2,000	\$2,000					\$2,000
DATA COLLECTION \$25/mox12mo=\$300	\$1,200					\$1,200
PRE PAID CELL PHONES FOR DV CLIENTS \$100 ea x 30	\$1,000		\$1,000			\$2,000
Operating Costs Fund Source Totals	\$42,350		\$51,936		\$2,454	\$96,740
OPERATING COSTS CATEGORY TOTAL						\$96,740



Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient:			Grant Subaward #:VW23			
C. Equipment Costs - Line-item description and calculation	22 VOCA	22 VOCA Match	23 VOCA	23 VOCA Match	23 VWA0	Total Amount Allocated
Equipment Costs Fund Source Totals						
EQUIPMENT COSTS CATEGORY TOTAL						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	22 VOCA	22 VOCA Match	23 VOCA	23 VOCA Match	23 VWAO	Total Project Cost
Fund Source Totals	\$132,120		\$132,125		\$18,845	\$283,090



Grant Subaward Budget Narrative

Grant Subaward #: VW 23 31 0320

Subrecipient: PLUMAS COUNTY

Budget Narrative

Grant funds will be used to provide salaries in the amount of **\$186,340**.

Project staff includes one full-time VW/MVA Director/Coordinator (\$37,580 VW, \$4,884 MVA)), one full-time MVA Advocate (\$44,553), Employee benefits covered by the Victim/Witness Grant include, Health Insurance benefit of (\$12,291) *per year*, PERS Retirement 18.9% (\$13,201), FICA/Medicare 7.65% (\$9,282), Workers' Compensation (729), Unemployment Insurance (\$291), Overtime/On-Call (\$29,248), (Victim Witness staff is notified immediately 24 hours a day/7 days a week of a Victim/Witness of violent crime by the Sheriff's Dispatcher, Deputies, Hospital Staff or the local Crisis Center. Staff then makes contact with the Victim/Witness by phone when possible or responds to the crime scene or location of the Victim/Witness with Law Enforcement. Staff will then arrange shelter and take care of the Victim/Witness's immediate needs including transportation for the Victim/Witness after hours, and accompany victims to forensic interviews and exams in sexual assault cases, transport victims to shelter at the Local Domestic Violence facility or a motel if necessary) Liability Insurance (\$282), OPEB Liability (\$1,333), Cell phone allowance paid to employee (\$1,440).

Two part-time Extra Help MVA Advocate Positions (\$29,016), FICA/Medicare 7.65% (\$2,220).

The Victim/Witness Director/Coordinator is responsible for overseeing the day to day operation of the program, as well as managing project activities including statistical and program reporting and other office tasks including inter-agency coordination, annual grant writing responsibilities, budget preparation, expenditure and report writing. Extra help Office Staff/Advocates are responsible for covering the offices, answering phones and covering court as needed.

The total **Personal Services** costs to the grant are **\$186,350**.

The total **Operating Expense** provided by grant funds is **\$96,740**. Operating Expenses include general office supplies of (\$12,027), Copier Maintenance of (\$2,160), Communications of (\$2,352), Council Dues (\$125), Office Furniture (\$2,528), Computers and printers (\$4,000), Vehicle Maintenance of (\$7,685), Postage (\$2,000), Data Collection Service (\$1200), Emergency



Grant Subaward Budget Narrative

Grant Subaward #: VW 23 31 0320

Subrecipient: PLUMAS COUNTY

Pre-Paid Cell Phones for DV Clients (\$2,000), and Emergency Client costs (\$40,663). Travel budget includes, Local Travel costs for transporting clients, site visits, etc. (\$20,000). The County Travel Policy is used.

Office supplies include the purchase of items such as pens, pencils, postage and copy expenses. The Program audit is covered by the County of Plumas.

Fuel costs are associated to field visits when meeting with clients away from the office and for responding after hours. A large percentage of clients do not have transportation and most often clients will be in a shelter or at the hospital during the initial contact. The Sheriff's Office has provided vehicles to the Project staff. Project funds are used to maintain these vehicles and pay for fuel.

The Project does not sub-contract services with Cal OES funds. The Project does not anticipate any out of state travel or the purchase of equipment, computers during this fiscal year.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

Problem Statement:

Plumas County, while being geographically sizeable, is sparsely populated with only 19,005 people in a county the size of Delaware. Over 65 percent of the land is National Forest and there are four widely dispersed towns and a number of small hamlets. The leading economic activities are based on forest products, mining, ranching, tourism and government agencies. Employment fluctuates substantially as winter weather impedes most local industry and tourism drops off. The average income in Plumas County is below the State average and there is a significant retirement community. Plumas County includes minority groups of Hispanic (5%) and Native American (1.5%) populations. The Project works with local organizations that provide services to these populations and coordinates efforts to bring awareness of the services provided by the Project. Some agencies include the Tribal Council, the Greenville Rancheria Tribal Health program, the Roundhouse Council, Hispanic Service agencies in Chico California, Reno Nevada and Chico Legal Services. The Project currently refers clients to the above agencies and will increase coordination with these agencies with the goal of expanding accessibility and awareness of these programs as well as increasing the awareness of the Project. The Project meets all mandatory service requirements and continually researches ways to improve services to victims. Additional outreach is provided for the Hispanic and Native American communities.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

The Project is in its thirty First year. Since the Program became part of the Sheriff's Office in 2012, Project staff has been able to better meet the needs of the Victims due to the increase in communication and collaboration between Project staff and Sheriff's Office personnel

Plan and Capabilities:

The Project coordinates efforts with organizations that already provide many services to various populations. The Project will seek out other agencies that provide services and will expand the list of resources whenever they become available. The Project has established operational agreements with such agencies that provide comprehensive services to clients of all types, particularly Plumas crisis intervention and Resource Center, Plumas Rural Services-Domestic Violence Services and other Plumas Rural Services program such as Child Care, Family Focus Network, Alcohol and Drug Services and Child Abuse Treatment Services. Operating under the directive of the Sheriff has increased awareness of the Project and Advocates' roles of assisting victims and providing support. The project has a twenty-four hour response policy. Personal Services costs continue to increase as the Grant and local funding declines; this has made it necessary to cut staffing. The project relocated to the Sheriff's Office and also has a drop-in office in three Sheriff's Office Substations and at the Courthouse.

Positions:

Victim/Witness services have been provided in Plumas County since July 1991.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

Originally a free-standing agency coordinated with the Butte County Regional Victim/Witness Assistance Program, The Plumas County Victim/Witness Program is a county project funded through Cal OES with federal and state grant money. The Victim Witness Director is responsible for overseeing the day-to-day operation of the program as well as maintaining a client caseload, statistics, annual grant writing responsibilities, budget preparation, expenditure and report writing and other office tasks including interagency coordination. Victim Witness Advocates provide crisis intervention, emergency assistance, resource and referral counseling and follow-up counseling for victims and witnesses of crimes and Domestic Violence situations in accordance with the Victim/Witness Program in the Sheriff's Office. Victim Witness advocates are able to respond on a 24 hour on-call basis. Victim Witness Director is trained in victim advocacy, crisis intervention and emergency response techniques. She receives on-the-job training in criminal justice procedures, state laws, agency cooperation, counseling and interview techniques through contact with the Sheriff, Deputies, Investigators, Court and local service providers. Project staff has completed the Cal OES mandatory advocate trainings, Director/Coordinator training as well as other required training. Project staff provides all direct services as well as assisting with presentations and volunteer training. The Project provides assistance to all crime victims and witnesses in the service area.

The Project currently consists of the Project Director, one Advocate and volunteer staff.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

Plumas County Geography and Demographics:

Located approximately 150 miles north of Sacramento up the Feather River Canyon on Highway 70, Plumas County is a rural mountain county bordered by Lassen County to the north, Butte and Tehama Counties to the west, Sierra County to the south and the State of Nevada to the east. Plumas County has four distinct seasons, with winter months sometimes bringing as much as four feet of snow in the lower elevations to ten feet of snow in the higher elevations with summer temperatures reaching into the 90's to 100's.

Major communities are Quincy (the County seat), Chester, Greenville and Portola (the only incorporated city). Rugged mountain roads link these communities. Severe winter storms, floods and road closures can make travel difficult. Public transportation is limited to one bus service between local towns and within Quincy. There is no public transportation outside of the area except through Plumas Senior Transportation, which travels to Reno and Chico once a week. Senior citizens can use this service for a very low cost. Others can use this service at a higher cost if there is availability. This makes it very difficult for families to access services outside Plumas County.

Portola is the only incorporated city in Plumas County with a population of approximately 2,150. The remaining unincorporated area of Plumas County, including the county seat of Quincy, is home to the rest of the 19,005 residents. The Plumas County Sheriff's Office provides all general law enforcement services throughout the



Grant Subaward Programmatic Narrative

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county, with the California Highway Patrol (headquarters in Quincy) servicing the state highways. The Superior Court (two Judges) is located in Quincy.

Plumas County is characterized as a poor county. One fifth of the children live in poverty; 16% live in extreme poverty. Median household income is below the state median. Plumas has the state's third highest rate of female-headed households living in poverty.

Although Plumas County's natural environment sometimes makes travel difficult, services by all county agencies are provided year-round to all population areas. Program Staff are prepared to provide all services either in the central office or the Sheriff's Office in Quincy or on an as needed outreach basis to Chester, Greenville and Portola. When necessary, Program Staff will meet clients at the local hospitals, Sheriff's sub-stations or at the client's home.

Crime Statistics:

In Plumas County, as elsewhere, the group most likely to be the victim of domestic violence is women. The Project has seen an increase in murders in recent years to one or two per year. Several of these are drug and/or alcohol influenced. Most requests from victims of domestic

violence and aggravated assault are for assistance in preparing protective orders.

Victim/Witness staff provides the victims with Restraining order paperwork, assists them



Grant Subaward Programmatic Narrative

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in filing with the Courts and accompanies them to court hearings. Victim/Witness staff does not type the protective orders on behalf of the victims.

Project Implementation:

Referrals are received from the Plumas County Sheriff's Office, California Highway Patrol, all three area hospitals, Plumas Crisis Intervention Center, District Attorney's Office, Probation Department, Department of Social Services, the Domestic Violence Shelter Program and County Schools. School personnel and students in the service area receive on-going presentations in order to bring awareness about the Project and the referral process. Project staff also participates in a variety of service coalitions made up of these agencies to coordinate services to special populations.

The Sheriff's Office has been instrumental in providing awareness for the Victim/Witness Program. Emergency referrals are accepted on a 24-hour on-call basis by cell phone and land line with the cooperation of the Plumas County Sheriff's Office Dispatch and After receipt of the initial referral (usually as direct referral from the Sheriff's Deputy or Dispatcher, Sheriff's report and/or referral forms, another agency or self-referral), client contact is made and a needs assessment is completed by Project staff. Direct assistance is provided by the Project staff and referrals are made to other agencies available to provide assistance.



Grant Subaward Programmatic Narrative

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Subrecipient: COUNTY OF PLUMAS

In emergency situations, Plumas Crisis Intervention Hotline assists the Victim Assistance Program with referral and intake on a 24-hour basis.

Law Enforcement Coordination Procedures:

Direct phone referrals are provided by law enforcement officers and/or dispatchers on a 24-hour basis.

Extensive advocate-to-officer contact is maintained on a case-needed basis and regular refresher/training presentations are made to law enforcement officers through staff training/meetings. The Director maintains regular contact with the Sheriff's Office Administration.

Project Integration/Coordination with Local Victim Network:

Although Plumas County has no local Victim Network, an excellent working relationship is maintained with all agencies, as well as Social Services Department, Mental Health, Housing Authority, District Attorney's Office, Plumas Crisis Hotline, Plumas Rural Services – Domestic Violence Program and other service providers, both public and private.

Plumas County's small size makes networking among available resources a relatively uncomplicated and effective process. The Director attends regular meetings with the Elder/Dependent Adult Multidisciplinary Team, the Child /Domestic Violence Death Review Team and the Family Violence Coalition and the Juvenile Justice Commission. Most agencies listed above are also regular participants at these meetings.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0320

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Project Design to Provide Special Services:

Disabled: Coordination with the local Feather River College's Enabler Program and the Plumas Rural Services ALIVE Program provides the Project with the technical assistance resolving and special needs of the disabled.

Elderly: Coordination with the Area Agency on Aging, Senior Services, Adult Protective Services and local chapters of senior citizen groups, ensures that Project staff addresses the needs of the elderly victims in a compassionate and effective manner. The Director attends regular meetings with the Elder/Dependent Adult Multidisciplinary Team.

Translation: The Victim/Witness Program has full access to all Court Certified language translators utilized by the local Court System. The Victim/Witness Program has volunteers available who will respond in emergency situations.

Field Visits: Field visits are made whenever the needs of the case require them. Visits are often made to the victim's home, hospitals, law enforcement agencies and local emergency shelters.

Volunteers:

Coordination with the Plumas Crisis Center and other local agencies, including the local Schools, provide the Project with a pool of volunteers, who extend regular, on-call, 24-hour emergency referral and intervention services. On-the-job training and specialized



Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0320

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40-hour workshops are provided to all volunteers. Regular contacts between staff and volunteers are maintained to ensure that appropriate intervention techniques are utilized.

The Victim/Witness Program, the Plumas Crisis Center and the Plumas Rural Services-Domestic Violence Program have co-sponsored 40-hour training to all volunteers participating in the above-named programs. Volunteers were recruited to work at the shelter, on the crisis hot-line or at the Victim/Witness Program. Victim/Witness Program volunteers assist the Project staff by arranging emergency child care, attending court hearings and taking notes during the court proceedings for case status information.



Federal Fund Grant Subaward Assurances

Information and Instructions

This document is a binding affirmation that, in addition to the requirements and restrictions outlined in the Subrecipient Handbook, Subrecipients will comply with the assurances required by the federal program/fund source.

The Official Designee (see SRH Section 3.030) must sign this form.

Complete all sections of this form as follows:

- As part of the Grant Subaward Application – include the Grant Subaward number(s) for the applicable Cal OES Program(s) that share this fund source,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new federal fund source is being added to the Grant Subaward – include the current Grant Subaward number(s) for open Grant Subaward(s), and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the assurances are received by Cal OES after the execution of the applicable Grant Subaward. Please note that Cal OES will notify Subrecipients when this is required.

Cal OES Program Table Instructions:

- Subrecipients may list up to six Cal OES Programs/Grant Subaward numbers with the same fund source in the table.
- If a Subrecipient has more than six Cal OES Programs, an additional Federal Fund Grant Subaward Assurances Form must be submitted.
- If the Cal OES Program has multiple federal fund sources a Federal Fund Grant Subaward Assurances will need to be submitted for each federal fund source.



Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: COUNTY OF PLUMAS

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	PLUMAS COUNTY VICTIM WITNESS ASSISTANCE PROGRAM	VW 23 31 0320	10/01/23-09/30/24
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends \$750,000 or more in federal funds annually.

☐ Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 Grant Subaward supplements funds previously awarded by OJP under the same Grant Subaward number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial Grant Subaward or a supplemental Grant Subaward) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the Grant Subaward that the Subrecipient (and any Second-Tier Subrecipients) must be retained for a period of seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an Grant Subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact Cal OES promptly for clarification.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OJP Training Guiding Principle for Grantee and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

10. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

12. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

14. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

16. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

- 3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- 4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- 5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making

this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

- 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

1) Subrecipients represent that:

a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

18. All Grant Subawards Must Have Specific Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of

a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

26. Federal Funding Accounting and Transparency Act (FFATA)

Yes No

- ☐ ☐ Has the Subrecipient received \$25,000,000 or more in federal funds in the preceding fiscal year?
- ☐ ☐ If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
- ☐ ☐ If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: [Award Condition: Reporting Subawards and Executive Compensation \(Updated as of September 2016\) | Office of Justice Programs \(ojp.gov\)](#).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____



Official Designee's Typed Name: TODD JOHNS

Official Designee's Title: SHERIFF/CORONER

Date Executed: 6/20/23

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: COUNTY OF PLUMAS	UEI # YXZZPBLCRFY6	FIPS #:
Grant Disaster/Program Title: PLUMAS COUNTY VICTIM WITNESS ASSISTANCE PROGRAM		
Performance Period: 10/01/23	to 09/30/24	Subaward Amount Requested: \$ 283,090
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 ye ☒
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 ye ☒
3. How many grants does your organization currently receive?	3-10 g ☒
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 600,000
5. Are individual staff members assigned to work on multiple grants?	Yes ☒
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes ☒
7. How often does your organization have a financial audit?	Annua ☒
8. Has your organization received any audit findings in the last three years?	No ☒
9. Do you have a written plan to charge costs to grants?	Yes ☒
10. Do you have written procurement policies?	Yes ☒
11. Do you get multiple quotes or bids when buying items or services?	Alway ☒
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 yea ☒
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes ☒

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) 	Date: 6/20/2023
Print Name and Title: TODD JOHNS	Phone Number: (530)283-6389
Cal OES Staff Only: SUBAWARD #	



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

1. County or Counties Served:
PLUMAS

County where principal office is located: PLUMAS

2. U.S. Congressional District(s) Served:
1ST

U.S. Congressional District where principal office is located: 1ST

3. State Assembly District(s) Served:
1ST

State Assembly District where principal office is located: 1ST

4. State Senate District(s) Served:
1ST

State Senate District where principal office is located: 1ST

5. Population of Service Area: 19,005

SHERIFF

UNDERSHERIFF

VICTIM WITNESS COORDINATOR

VICTIM WITNESS ADVOCATE



Operational Agreement Summary

Grant Subaward #: VW23 31 0320

Subrecipient: COUNTY OF PLUMAS

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. PLUMAS RURAL SERVICES	08/01/2021	10/01/21 to 09/30/24
2. PLUMAS CRISIS AND INTERVENTION	08/01/2021	10/01/21 to 09/30/24
3.		to
4.		to
5.		to
6.		to
7.		to
8.		to
9.		to
10.		to
11.		to
12.		to
13.		to
14.		to
15.		to
16.		to
17.		to
18.		to
19.		to
20.		to



Volunteer Waiver Request

Grant Subaward #: VW 23 31 0320

Subrecipient: PLUMAS COUNTY

Justification:

Our program has currently a staff of one coordinator and two advocates and are still in training. We are unable to supervise volunteers at this time.

Cal OES Approval

☐ Approved ☐ Denied

Program Specialist Signature

Date

☐ Approved ☐ Denied

Unit Chief Signature

Date



Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: VW 23 31 0320
2. Subrecipient's Name: PLUMAS COUNTY
3. Grant Subaward Performance Period 10/01/2023 through 09/30/2024
4. VOCA Fund Source #1: 22VOCA ☐
VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 132,120
Amount of Match Proposed (post approved Match Waiver):
5. VOCA Fund Source #2 (if applicable): 23VOCA ☐
VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 132,120
Amount of Match Proposed (post approved Match Waiver): \$ 0
6. Briefly summarize the services provided:
24 Hour Crisis Intervention, Temporary Restraining Order Assistance, Court Accompaniments (both civil and criminal), Resource and Referral Information, 24-hour Emergency Shelter, Preparing Victim Impact Statement, Counseling and Support Groups, Advocacy with Law Enforcement and the Criminal Justice System, Translation Services, Victim of Crime Compensation Claims, advocacy and education for victims of domestic violence, sexual assault and child abuse cases, Information on obtaining a "U-Visa" or "T-Visa"
7. Describe practical/logistical obstacles and/or local resource constraints to providing match:
The County does not provide the Victim/Witness with any funding, the Program is solely Grant funded and receives no funding from the County.

Approved ☐

Denied ☐

Unit Chief Name

Unit Chief Signature

Date



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Pumas County Sheriff's Department and Sunridge Systems, (RIMS) using a sole source procurement for the purchase of, and maintenance of, a new records management system for use by the Sheriff's Office; not to exceed \$481,207.00; approved as to form by county Counsel; discussion and possible action.

Recommendation:

Request approval and signing a contract with Sunridge Systems using a sole source procurement for the purchase of, and maintenance for, a new records management system for use by the Sheriff's Office in the amount of \$481,207.00 and then yearly reoccurring maintenance fees as outlined in the contract.

Background and Discussion:

The Sheriff's Office has been using a current records management, computer-aided dispatch and jail management system for more then 15 years and the only California agency using this system. Being the only agency using the system causes delays in the need of software updates. The lag in updates causes delays in the system operation in keeping current with the ever changing reporting requirements in compliance with all laws and regulations. Sunridge Systems, RIMS, is widely used by California law enforcement agencies and compliant with current laws and regulations. The Board of Supervisors previously approved \$471,571.00 of ARPA funds for the new records management system, CAD and jail management system.

Action:

Request approval and signing a contract with Sunridge Systems using a sole source procurement for the purchase of, and maintenance for, a new records management system for use by the Sheriff's Office in the amount of \$481,207.00 and then yearly reoccurring maintenance fees as outlined in the contract.

Fiscal Impact:

The total cost is \$481,207.00. The initial approved ARPA contribution was \$471,571.00, a difference of less than \$10,000.00. If the \$10,000.00 cannot be covered through ARPA, the difference can be paid through COPS funding.

Attachments:

1. Board Agenda Memo Sole Source 07242023
2. RIMS Contract 07242023 (1)

Memorandum

DATE: July 24, 2023
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns
RE: Agenda Item for the meeting of August 1, 2023

RECOMMENDATION:

Review, approve and sign a contract with Sunridge Systems using a sole source procurement for the purchase of, and maintenance for, a new records management system for use by the Sheriff's Office in the amount of \$481,207.00 and then yearly reoccurring maintenance fees as outlined in the contract.

BACKGROUND & DISCUSSION:

The Sheriff's Office has been using its current records, computer aided dispatch (CAD) and jail management system for more than 15 years. We are the only agency in Calif. that uses this particular system, which is provided by PTS Solutions. Being the only customer has made the ever changing reporting requirements in California very difficult to keep up with as it requires significant developer time for the changes to be made. With being the only customer that needs these changes, the lag time in getting them can be months. This causes delays with the system operating in compliance with all laws and regulations and requires reporting to be done manually until an update is available, wasting man hours. In addition, while there have been updates to the software platform over the years, it lags behind other vendors offerings. Sunridge Systems, and specifically their RIMS platform, was part of the RFP process that led to the decision to contract with PTS Solutions. The RFP evaluation process used then led to RIMS being selected as the best CAD

and records system by a significant margin. Unfortunately they did not have a jail management system, which was a RFP requirement at the time, and were disqualified from the process.

A few years ago the Sheriff's Office started to explore going to a new records system to alleviate the shortfalls of the current application and install a system better suited for a California law enforcement agency. That process was multifaceted starting with what allied agencies use, demos from vendors and identifying a funding source.

Butte and Lassen Co, as well as Susanville Police Department, in recent years went with a new law enforcement records platform and chose the RIMS software solution. RIMS is widely used by Calif law enforcement agencies (currently 211 separate agencies) and they are always at the forefront of changes within the state and have a proven track record of keeping their customer systems updated accordingly. The sheer number of agencies that use RIMS is a testament to the product and the associated desire for agencies to use and keep their system. According to Sunridge Systems sales staff, they have yet to have a single agency using RIMS leave for another system. They have been selling their software for more than 15 years. In addition, there is a cadre of dispatchers that respond to disasters that all are very familiar with RIMS as the system is the choice of their home agency. This allows for an unprecedented resource from a dispatch perspective to have outside help come in and be able to immediately operate what is ostensibly the most difficult component of the law enforcement records system to learn.

Sheriff's Office staff have been attending demos for various law enforcement software platform for years. While many have that "new" allure, follow-up with agencies that use the software found a host of issues, with some being resolved, but many continue to hamper those agencies operations. RIMS consistently has high reviews, very few negative issue from a user perspective and is actually one of the most affordable software solutions available.

Previously the BOS approved \$471,571 of ARPA funds for a new records management, CAD, and jail management system for the Sheriff's Office. In addition, the Sheriff's Office, in conjunction with Lassen Co, applied for and was awarded an earmark that includes another \$160,000 for integration of all computer, radio and phone systems, \$75,000 of which is designated specifically for the records software system integration. The earmark was based on interoperability of software, radio, phone and 911 system perspective between both Plumas and Lassen Counties. Having a common records management system is the first step in that process. Eventually the goal is for either agency to be able to act as the other during times of need. It will be a long road, but it will undoubtedly be worth the effort.

Butte Co SO also uses the RIMS platform. A component of RIMS allows for data sharing via secure encrypted connections. The Sheriff's Office wants to have Butte Co handle the agencies medical examiner needs. By using RIMS all the needed information that must travel between agencies for the coroner function, would be automated and available electronically as needed to complete the investigation in a timely manner.

Once purchased, the "Collaborate Module", allows for sharing data with any other agency that has that module. Most software solutions require a separate fee for each agency interface. The Sheriff's Office will, at a minimum, connect with Lassen and Butte Co Sheriff Offices and potentially Susanville PD, Chico PD and Red Bluff PD when they complete their acquisition of RIMS. This will expand the investigative abilities of all agencies involved many times over as the data needed was previously unknown or not easily obtained. As more agencies in the region switch to RIMS, more opportunities will be available to collaborate with these additional law enforcement agencies.

RIMS offers a Karpel link that will give the DA's Office the ability to import all crime reports needed for prosecutorial decisions electronically. Currently the information is provided in paper copies and all data is then re-entered into the DA's Karpel program. Having RIMS will certainly cut down on needed employee works hours and increase the accuracy of the system as any data entry errors would be eliminated.

Last is cost, the base RIMS system with basic data conversion, installation and training was \$344,000. Another common, but not near as prevalent a system within California, is Spillman Flex (sold by Motorola) which is used by Sierra Co SO. The apples to apples cost for the Spillman solution was \$397,000 or \$53,000 more than RIMS.

RIMS add ons such as AFIS (electronic finger print interface), NCIC link, mobile access, jail commissary, jail phone system, 911 links, CAD based paging, officer training module, property room software to manage evidence, body camera interface, data sharing license and a much more robust data conversion brings the total acquisition cost to only \$481,207.00. Spillman Flex, while having some of the same interfaces and modules they do not have all of them. Spillman would not natively be interoperable with Lassen or Butte Co SOs, and interoperability is one of the driving forces behind the decision to change software vendors. These differences are why there is a base price comparison of like components, anything more would not be an objective price evaluation. Even with about \$90,000 higher initial cost the yearly fee (percentage of original cost) is only \$32,700. This is about \$3,000 less per year than the Spillman Software or PTS Solutions for their base systems.

Other software vendors, including Spillman have various interfaces, but none that we have reviewed have all the interfaces or modules the Sheriff's Office

desires. This includes RIMS, but RIMS does have the highest number of desired interfaces making it best suited for the Sheriff's Office use. These interfaces will lessen workload and increase the accuracy of the work products within the agency.

While other law enforcement platforms were considered, a cursory look revealed their initial and ongoing pricing structure was much higher, so little time was spent perusing a system that was unobtainable as we could not afford to purchase or maintain it long term.

Pursuant to the County Purchasing Policy Section 2.6 SOLE SOURCE/SINGLE SOURCE subsections A and B, we feel the above information creates a compelling and valid argument for approving a sole source procurement of the Sunridge RIMS software system.

To that end, the Sheriff's Office has negotiated a contract (attached) with Sunridge Systems, which has been approved as to form by County Counsel's Office. The Sheriff's Office has also received approval from the County Purchasing Agent (CAO) for the acquisition based on the narrative submitted. The entire package then went back to County Counsel's Office for a final review regarding compliance with the County Purchasing Policy and was subsequently approved.

SUN RIDGE SYSTEMS, INC.

SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of _____, 2023, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and Plumas County, a political subdivision of the State of California ("the County") located at 520 Main Street, Quincy, CA 95971.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the County, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the County as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. County Project Manager. Sun Ridge shall work under the general direction of Mike Grant in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the County of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the County agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

Except as set forth in Section 5 below, the County shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the County, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 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 which proposed amendment Sun Ridge may accept or reject in its sole discretion, and provided the County must immediately cease using the Software if the County elects to cancel the Agreement

or an amendment is not agreed upon if it occurs prior to the payment of the full Contract Amount. 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.

Section 6. —

Section 7. Invoices. Invoices shall be sent to:

Mike Grant
Plumas County Sheriff's Office
400 E. Main Street
Quincy, CA 95971

Upon receipt of the invoice, the County shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the County within thirty (30) days after the County's receipt thereof.

In addition to any other amounts for which County is liable under this Agreement, County agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if County fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after County's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which County fails to pay to Sun Ridge within ninety (90) days after County's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 8. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services, and Final Acceptance (as defined below), provided that the County's obligation to pay the Contract Amount pursuant to Section 4, the County's license to use the Software under Section 11, and the parties' rights and obligations under Sections 9, 12, 14, 15 and 16 shall survive the termination or expiration of the term of the Agreement. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 9. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The County's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The County has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE COUNTY FOR THE PRODUCT.

Section 10. Final Acceptance. For thirty (30) days from the beginning of the County's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), the County shall test the system for defects and anomalies. "Operational Use" is defined as the County's use of the Sun Ridge Software in the course of the County's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by the County under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, the County shall accept or reject the Software as follows:

a. If the County determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If the County decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by the County to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination (prorated or equitably allocated as appropriate based on the pricing in Exhibit B) shall be returned to the County by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If the County fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then the County's final acceptance of the Software shall be considered to have occurred and the County and Sun Ridge shall proceed as described in section 8.a above.

Section 11. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the County a nonexclusive and non-transferable license, effective upon the County's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the County's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The County shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The County may use the Software on all computers in the County's agency. Software may not be used at any other agencies unless explicitly agreed to in writing by Sun Ridge;

ii. The County may make a copy of the Software for backup or modification purposes only in support of the County's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The County shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The County shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The County shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the County nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The County acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The County agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the County, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the County to comply with the terms or conditions of this Agreement by giving written notice of such termination to the County. In the event the County has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the County shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The County may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The County acknowledges and agrees that any election by the County to terminate the

License hereunder will not entitle the County to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the County shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the County elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 12. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the County and its officers, directors, shareholders, employees, and agents (the "County Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the gross negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the County hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the County or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the County's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the County expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the County, its officers, and employees shall be included as additional

insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with County upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the County prior to the effective date of such cancellation, or change in coverage.

Section 13. Damage Exclusion Application. The limitations and exclusions set forth in sections 9 and 12 of this Agreement shall not apply to damages or liabilities arising from claims that are subject to indemnification under sections 9 and 12;

Section 13. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 14. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information

specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 15. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the County cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the County (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the County, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the County at the address indicated in the initial paragraph of this Agreement or to email address. mgrant@pcso.net; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or CarolJ@SunRidgeSystems.com. Notices may be given by email as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government

regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the County and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

PLUMAS COUNTY

By:

By:

Name: Carol Gomes Jackson
Title: President
Date:

Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date:
ATTEST:

By:

By:

Name: Patricia N. Richards
Title: Chief Financial Officer
Date:

Name: Heidi White
Title: Clerk of the Board
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

5/23/2023

Exhibit A Scope of Work

Section 1 – Software Licenses

The County has purchased licenses for the following RIMS software:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- iRIMS Law Mobile App Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- RIMS InCustody Jail Management Software
- RIMS Collaborate Data Sharing Software
- RIMS Officer Training Management Software

The County has purchased licenses for the following RIMS interfaces.

- RIMS E911 Link
- RIMS State (CLETS) Link Software
- RIMS Text Paging Link Software
- RIMS AFIS Link Software
- RIMS DA Link Software – Karpel
- RIMS Body Worn Camera Link Software
- RIMS InCustody NCIC Inmate Phone System Link Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and County shall define a mutually agreed on project schedule by task. The schedule is flexible and subject to mutually agreed to changes.

Section 3 – Hardware/Equipment

Sun Ridge is providing one Worth Data Bar Code Scanner unit.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on County provided servers and will provide instruction to County staff on how to install the client workstation Software. County servers and workstations shall meet the minimum specifications set forth in Section 13. Access to County supplied servers shall be via unattended remote access using a product called Bomgar by BeyondTrust, provided by Sun Ridge.

As part of installation, Sun Ridge will setup a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the County's designated RIMS Administrators.

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session, consisting of instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the County's RIMS via remote access. The County will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of up to 16 hours via phone and remote access. This session continues the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the County. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields*
- The County's records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

InCustody Configuration and Setup: Consists of up to 8 hours via phone and remote access. This session is similar to RIMS Configuration and Setup but will focus specifically on the use and configuration of the InCustody software.

Section 7 - Map Engineering Services

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the County supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

Section 8 – Street File (aka “Geofile”) Load

The County and Sun Ridge will work together to determine the best street file source. One “load” of this source file into RIMS is included in the scope. If the County determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees.

Section 9 - Integration.

Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The County must coordinate with third-party vendors to complete and test each interface.

Section 10 - Training

Sun Ridge is providing “end user” training all of which shall be conducted on-site (except where noted in the following chart) at a County provided location(s). Training days are contiguous,

including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. As "session" is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD/Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Deputy (Patrol) Training	3	1.5	4.5	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Deputy (Jail) Training	3	1.5	4.5	1 student per workstation (also must attend Day 1 of Officer Training)
Property Room	1	.5	1	1 student per workstation (also must attend Day 1 of Officer Training)

Officer Training Management (TIMS)	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Admin Review	1	.5	.5	TBD

Section 11 - Go Live Support

Two (2) Sun Ridge staff will be on site on the day of as well as the day after system cutover to answer questions and to address any system problems.

Section 12 – Data Conversion

Our proposal includes the cost for conversion of your PTS Solutions system. Data conversion does NOT include data extraction from the current system. Separate databases or systems other than that which resides at the Plumas County Sheriff's office are not included in the conversion. You will provide the PTS data to be converted to Sun Ridge (either via a database backup or via a linked server) which shall consist of CAD, RMS and JMS data. Once Sun Ridge receives the extracted data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. As part of Sun Ridge's standard data conversion, Sun Ridge **attempts** to convert the following items. In some instances, all data may not be available or suitable for conversion.

RMS Data

People:

- Person Name (including combining duplicates based on 6-way match)
- DOB
- Contact Information
- Description
- Identification Numbers
- Officer Safety Notifications
- Log Entries for Connections to Cases
- Log Entries for Citations
- Log Entries for Field Contacts
- Person Photos (if stored in the RMS and NOT a separate database or system).

Arrests:

- Arrestee
- Date/Time
- Charges
- Counts
- Offense Level
- Disposition

- Booked/Cited Out.
- Arresting Officer ID

Vehicles:

- License (including combining duplicates based on 2-way match)
- License
- State
- Make
- Model
- Year
- Color
- Type
- Log Entries for Connections to Case
- Log Entries for Field Contacts
- Log Entries for Citations.

Cases:

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Officer ID
- Persons
- Vehicles
- Narratives
- Supplements.
- Attachments to cases to include the following file types: .doc (no imbedded photos), .pdf., .jpeg.

Accident Reports (if stored in PTS):

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Persons
- Vehicles
- Narrative
- Supplements
- CHP 555 Form and Diagram as .pdf files as part of attachments process.

Warrants (if applicable):

- Person Name
- Warrant #
- Warrant Date
- Type

- Felony/Misdemeanor
- Reason
- Court
- Judge
- Case #
- Cite
- Docket
- Ref #
- Agency
- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason.

Property in Cases:

- Category
- Article
- Status
- Description
- Brand
- Model
- Item #
- Property Code
- Locations
- Value-stolen
- Recovered
- Damage
- Officer.

Premises:

- Common Place Name
- Address
- Contract Person
- Contract Phone Number
- Alarm.

Streets (if electronic street file is available):

- Street Name
- Intersections (with block ranges).

Deputy:

- Name
- ID

Users:

- Name
- ID

CAD Data

Incidents:

- Incident Number
- Call Times
- Priority
- Incident Location
- Grid
- Caller Name/Telephone Number
- Complaint Type
- Caller Location
- How Received
- Comments
- Call Category
- Internal Response Area
- OCA Case Number
- Call Reference
- Fire Grade
- Subject Data
- Vehicle Data
- Tract
- ESN
- Alternate Phone Number
- Call Taker
- Position

Officers:

- Name
- ID

Premises: (same as RMS)

Premise History:

- Summary of Incidents by Incident Location

Streets: (same as RMS)

Jail Management Data

People: (Same as records)

Arrests: (Same as records)

Booking date/agency:

Offenses:

Cell assignment:

Medications (if available):

Release Date:

Jail Activity Log:

- Log Date
- Log Time
- Log Type
- Log Text
- Booking Number
- Shift
- Unit ID
- Last Updated Date
- Building
- Facility
- Deputy ID

Deputy:

- Name
- ID

Historical information, court information and questionnaires are not included.

Third-party Property Room data conversion is not included.

Attachments stored in separate databases are not included.

Data conversion is an iterative process requiring the resources of your agency to be available to review converted data as soon as it is loaded and report any errors found to Sun Ridge. We recommend that you identify at least two people to be part of a data conversion review team. It will be this team's responsibility to promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to us in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask your staff to again review the data. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide you. The Sun Ridge trainer is NOT responsible to completely review or identify errors in the converted data. They are responsible for facilitating the process with your staff.

Section 13 - The County's Responsibilities

The County is responsible for the following:

- Installation of all remaining client workstations
- Coordinate and schedule resources of the County to include IT staff
- Identify RIMS Administrators

- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the State Link with CA-DOJ
- Contact third party vendors and coordinate their schedules and costs they may charge the County to provide, install and test their portion of the interfaces to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file (ESRI)
- Ensure accuracy of the map source
- Purchase and install ERSI Run-Time software on workstations that will run ERSI-based maps
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the County staff, and staff of the other agencies, into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The County will allow **unattended remote access** (during implementation) to Sun Ridge using Bomgar by BeyondTrust remote access software to allow Sun Ridge to meet its responsibilities under this Agreement
- Purchase a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 for Property Room
- The County will provide the following hardware and system software meeting the following minimum specifications:
 - **Database Software:** Microsoft SQL Server software (Enterprise Edition) required to run the RIMS database.
 - **Servers:** RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V, and others. You will need one database server and one application server. The application server does not require as much disk or RAM as the database server.
 - **Minimum Specifications (If using existing hardware) Monitor Resolution: 1920 x 1080**

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
4 GB RAM	16 GB RAM
Any size disk	1 TB Disk

	Microsoft SQL Server 2016+

- **Recommended Specifications (If purchasing new hardware) Monitor Resolution: 1920 x 1080**

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
8 GB RAM	32 GB RAM
Any size disk	2 TB Disk
	Microsoft SQL Server 2016+

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$84,000
iRIMS Law iOS/Android App Software	\$11,000
RIMS In Station Mapping Software	\$14,000
RIMS Property Room Bar Coding Software	\$13,000
Citizen RIMS Public Access Software	\$6,000
RIMS InCustody Jail Management Software	\$48,000
RIMS E911 Link Software	\$8,000
RIMS State Link Software (CLETS)	\$8,000
RIMS Text Paging Link Software	\$3,000
RIMS Collaborate Data Sharing Software	\$7,000
RIMS Officer Training Management Software	\$5,000
RIMS AFIS Link Software	\$5,000
RIMS DA Link Software – Karpel Link	\$4,000
RIMS Body Camera Software	\$2,000
RIMS InCustody NCIC Inmate Phone System interface	\$5,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services – RMS, CAD & JMS	\$103,600
Installation and Training	\$122,566
Annual Support and Updates - First Year	\$32,700
California Sales Tax	\$140
CONTRACT AMOUNT	\$481,207

Exhibit C – Support Services

Under this agreement Sun Ridge agrees to provide the following support services to the County:

1. **Coverage Hours.** Sun Ridge will provide a toll free phone number for the County to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances with the County's system is completely inoperable due to a Sun Ridge Software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.

2. **Sun Ridge's Response to reported problems.** Sun Ridge agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call.
- b. For problems that cannot be immediately resolved, Sun Ridge will work to resolve the problem based on the severity of the problem *and* the urgency reported by the County.
 - For critical problems, Sun Ridge personnel will work with the County until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of the County ("non-critical problems"), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the County.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") Sun Ridge may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **County equipment and software responsibilities.** The County agrees to allow Sun Ridge to remotely connect to the County's system when a problem is reported. Sun Ridge uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

Sun Ridge will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.

4. **Provision of software updates.** Sun Ridge will provide at no additional cost all new enhanced and updated versions of software licensed to the County. This Software will be provided with detailed installation instructions for installation by the County. If

desired, the County may retain Sun Ridge to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Sun Ridge ftp web site. Sun Ridge will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Term.** The term of this Support Services agreement shall be one (1) year from the system cutover date and shall be automatically annually renewed for another year upon annual payment of invoice.
8. **Limitations.** Sun Ridge agrees to provide support only for public safety application Software provided by Sun Ridge. Other software used by the County (word processing, spreadsheet, etc.) is not included in this agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge may assist the County in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

The County may request that Sun Ridge provide support services outside the limitations of this Support Services agreement. If Sun Ridge agrees to provide any requested additional support services, which Sun Ridge may do or decline to do in its sole discretion, such support services will be provided at Sun Ridge's then-current rate and on such other terms and conditions as Sun Ridge may require.

This agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that Sun Ridge will assist the County in determining whether a problem is RIMS application software in nature.



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to sign the Chester Transfer Station Property Damage Release Document totaling \$64,243.27; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Chair of the board of Supervisors to execute the attached property damage release totaling \$64,243.27.

Background and Discussion:

The Franchise Operator at the Chester Transfer Station struck one column with a loader severely bending the column on April 18, 2022. Construction estimates were submitted to the insurance company and Gallagher Bassett submitted a property damage release totaling \$64,243.27 to compensate Solid Waste for repair costs related to the damage to the bent column.

Repair drawings and a formal request for bids were prepared by Public Works staff and a contractor was authorized under contract for the repair totaling \$36,688. Including management time and construction contract, Solid Waste spent approximately \$62,000 overall on the project to date. The repair work was completed in June 2023.

The property damage release has been approved as to form by County Counsel.

Action:

Approval of Chester Transfer Station Property Damage Release

Fiscal Impact:

N/A

Attachments:

1. Chester T/S Property Damage Release

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for sole consideration of sixty-four thousand two hundred forty-three dollars and twenty-seven cents (\$64,243.27) to be paid to (Plumas County), do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge (USA Waste of California Inc. and Dominique Grogans and Chubb Insurance Company, formally known as ACE American Insurance Company and Gallagher Bassett Services, Inc.), and his, her, their or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about the 18th day of April, year 2022, at or near (Chester, CA).

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital.

FRAUD WARNING: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, year _____.

CAUTION: READ BEFORE SIGNING BELOW

Witness

Plumas County Dwight Ceresola, Chair Board of Supervisors

Witness

Witness

STATE OF _____) SS.
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) named herein and who executed the foregoing Release and _____ acknowledged to me that _____ voluntarily executed the same.

My term expires _____, 20_____.

Notary Public



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: August 1, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and the State of California Department of Transportation to delegate maintenance of two gateway monument signs for the community of Chester; Public Works to be compensated \$1,250.00 for each sign Yearly, for a yearly total of \$2,500.00; (No General Fund Impact); discussion and possible action.

Recommendation:

The Director of Public Works respectfully requests that the Board of Supervisors approve and execute the attached Delegated Maintenance Agreement for the Chester Gateway Monument signs.

Background and Discussion:

The community of Chester received funding through the Clean California grant program to design and construct two community identification signs (gateway monuments) along State Route 70. The signs will be installed at the west and east ends of the town of Chester. The attached plans (Exhibit 1) show the location and design of the signs. The signs were designed with input from local community members and representatives from the Maidu Summit Consortium. Caltrans will be constructing the signs in the fall of 2023.

Caltrans requires an agreement for on-going maintenance of these signs from the local jurisdiction.

Maintenance includes repair, including required materials and parts; removal of graffiti, stickers, litter, and other deleterious materials on or immediately adjacent to the sign; vegetation trimming and control in the area around the sign to maintain visibility and a neat appearance. Maintenance does not include replacement should the sign be destroyed by traffic accidents or by some other incident.

The Department of Public Works has reviewed the terms of this agreement, including the amount of compensation for yearly maintenance activities (\$1,250), and concurs with the terms of the agreement.

County Counsel has reviewed and approved the Delegated Maintenance Agreement as to form.

Action:

Consideration and approval of the Delegated Maintenance Agreement for two gateway monument signs for the community of Chester. Discussion and possible action

Fiscal Impact:

None

Attachments:

1. Plumas_Chester Monument Signs_Delegated Maintenance Agreement_Clean_7-20-2023
2. Chester Gateway Monument Plan Set

**DELEGATED MAINTENANCE AGREEMENT
WITH THE COUNTY OF PLUMAS**

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

AGREEMENT

1. The PARTIES desire to provide that COUNTY perform specific maintenance functions on the STATE highways within the COUNTY as authorized in Section 130 of the Streets and Highways Code.
2. The COUNTY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under this agreement and Exhibit A.
3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
4. The functions and levels of maintenance service delegated to the COUNTY in the attached Exhibit A, have been considered in setting authorized total dollar amounts. The COUNTY may perform additional work if desired, but the STATE will not reimburse the COUNTY for more than the authorized dollar limits established herein.
5. The STATE will reimburse the COUNTY for the actual cost of all routine maintenance work performed by the COUNTY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.
6. Upon written request by COUNTY the expenditure per route for routine maintenance work, as referred to in Exhibit A, may be increased, decreased, redistributed between routes, or additional expenditures for specific projects may be made by STATE. However, such adjustments should be authorized in writing by the District Director or his authorized representative and accepted by in writing by COUNTY. Exhibit A need not be amended.
7. Additional expenditures or an adjustment of expenditures, once authorized shall apply only for the fiscal year designated therein and shall not be deemed to

permanently modify or change the basic maximum expenditure per route as specified in Exhibit A. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.

8. Exhibits A can be amended as necessary by written concurrence of PARTIES to reflect any future changes, deletions or additions or to ensure an equitable annual cost allocation.
9. The COUNTY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
10. Before COUNTY may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 2 Encroachment Permit Office must issue an initial encroachment permit at no cost to COUNTY. COUNTY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to COUNTY. COUNTY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE right of way to perform any maintenance or work under this AGREEMENT.
11. Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by the COUNTY for the direct cost of processing this type of bill will be allowed.
12. COUNTY shall engage in weed abatement operations. COUNTY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office (address) 1657 Riverside Drive, Redding, CA 96001.
13. COUNTY'S graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. COUNTY shall discuss such possible art with STATE's District 2 Transportation Art Coordinator before conducting any graffiti removal or remediation.

14. COUNTY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations shown in Exhibits A.

15. LEGAL RELATIONS AND RESPONSIBILITIES

- 15.1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this contract or to affect the legal liability of either PARTY to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- 15.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY will fully defend, indemnify, and save harmless STATE and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
- 15.3. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify, and save harmless COUNTY and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

16. PREVAILING WAGES:

- 16.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public works. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 16.2. Prevailing Wage Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

17. INSURANCE -

- 17.1. SELF-INSURED - COUNTY is self-insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that COUNTY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the monument sign locations as depicted in EXHIBIT A. COUNTY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.
- 17.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by COUNTY's contractor(s), COUNTY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of

insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

18. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by COUNTY.
19. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
20. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 19 above.

PARTIES are empowered by Streets and Highways Code section 116 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF PLUMAS

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

By: _____
Chair Plumas County
Board of Supervisors

TONY TAVARES
Director of Transportation

Initiated and Approved

By: _____
COUNTY Chief Administrative
Officer

By: _____
Deputy District Director
Maintenance District 2

ATTEST:

By: _____
COUNTY Clerk

By: _____
COUNTY Attorney

EXHIBIT A

DELEGATION OF MAINTENANCE

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
36	0.1	Gateway Monument Sign at Post Mile 11.1	M4-Signs	\$1,250
89	0.1	Gateway Monument Sign at Post Mile 42.2	M4-Signs	\$1,250

TOTAL AUTHORIZED ANNUAL EXPENDITURE: \$2,500

MAINTENANCE FUNCTION DESCRIPTION

COUNTY WILL MAINTAIN THE GATEWAY MONUMENT SIGNS AT POST MILE 11.1 OF SR 36 AND 42.2 OF SR 89. MAINTENANCE INCLUDES: REPAIR, INCLUDING REQUIRED MATERIALS AND PARTS; REMOVAL OF GRAFFITI, STICKERS, LITTER, AND OTHER DELETERIOUS MATERIALS ON OR IMMEDIATELY ADJACENT TO THE SIGN; VEGETATION TRIMMING AND CONTROL IN THE AREA AROUND THE SIGN TO MAINTAIN VISIBILITY AND A NEAT APPEARANCE.

EXHIBIT B

LETTER OF SELF-INSURANCE

Caltrans District 2
1637 Riverside Dr. Redding, CA 96001
ATTN: Brandon Trent, P.E. - Maintenance Engineer

___/___/2023

PLUMAS COUNTY
Department of Finance

RE: Statement of Self Insurance for Plumas County Related to Delegated Maintenance Agreement with State of California Department of Transportation ("STATE") for the gateway monument signs along Highway 36 and 89 at post mile 11.1 and 42.18

Dear Mr. Trent

The purpose of this letter is to certify that the COUNTY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 17.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The COUNTY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

×

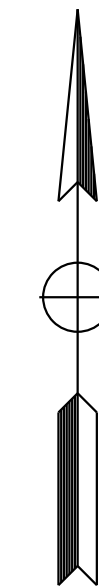
X

X

×

x

\\ct\\cadd\\District02\\proj4\\02\\3\\440\\plans\\dan\\0222000046ab001.dgn



June 30, 2023

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

LAST REVISION	DATE PLATTED	BY	NO.	REV.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



DESIGN

FUNCTIONAL SUPERVISOR

ROBERT NIXON

CALCULATED-DESIGNED BY

CHECKED BY

JING HE

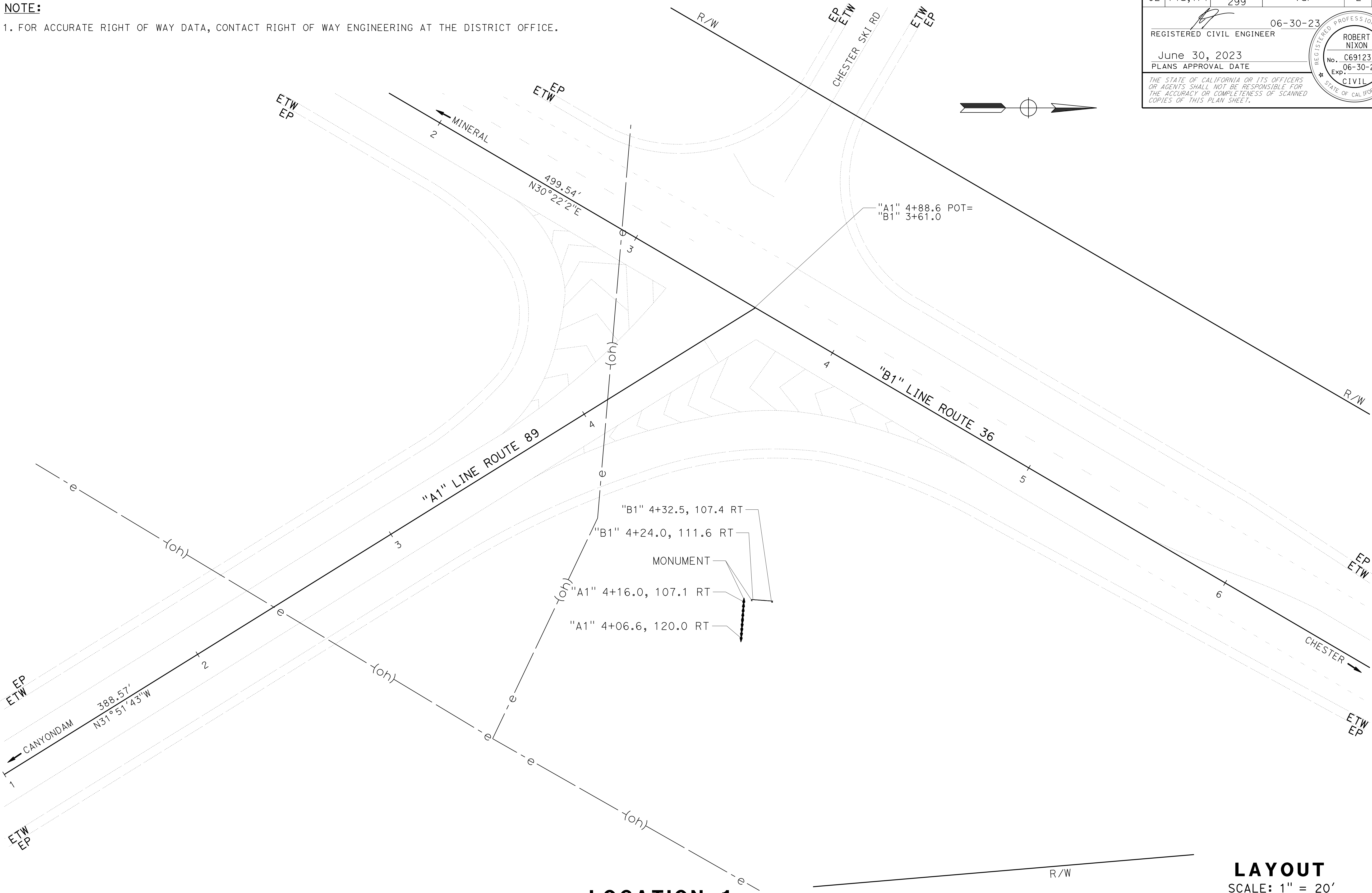
DANIEL MARTINEZ

REVISED BY

DATE REVISED

NOTE:

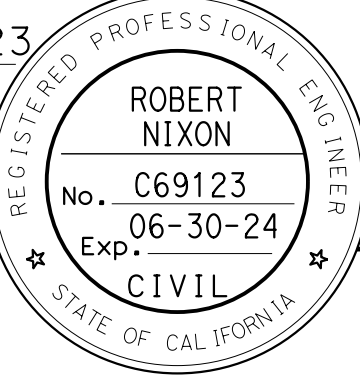
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu,Tri	89, 36, 299	Var	2	26


06-30-23
REGISTERED CIVIL ENGINEER

June 30, 2023
PLANS APPROVAL DATE



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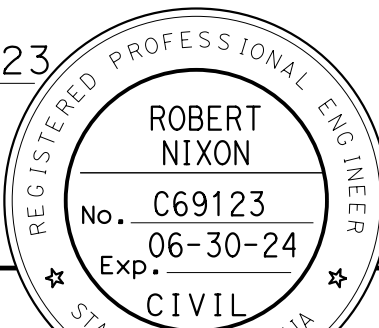
LOCATION 1
PLU-89-42.18

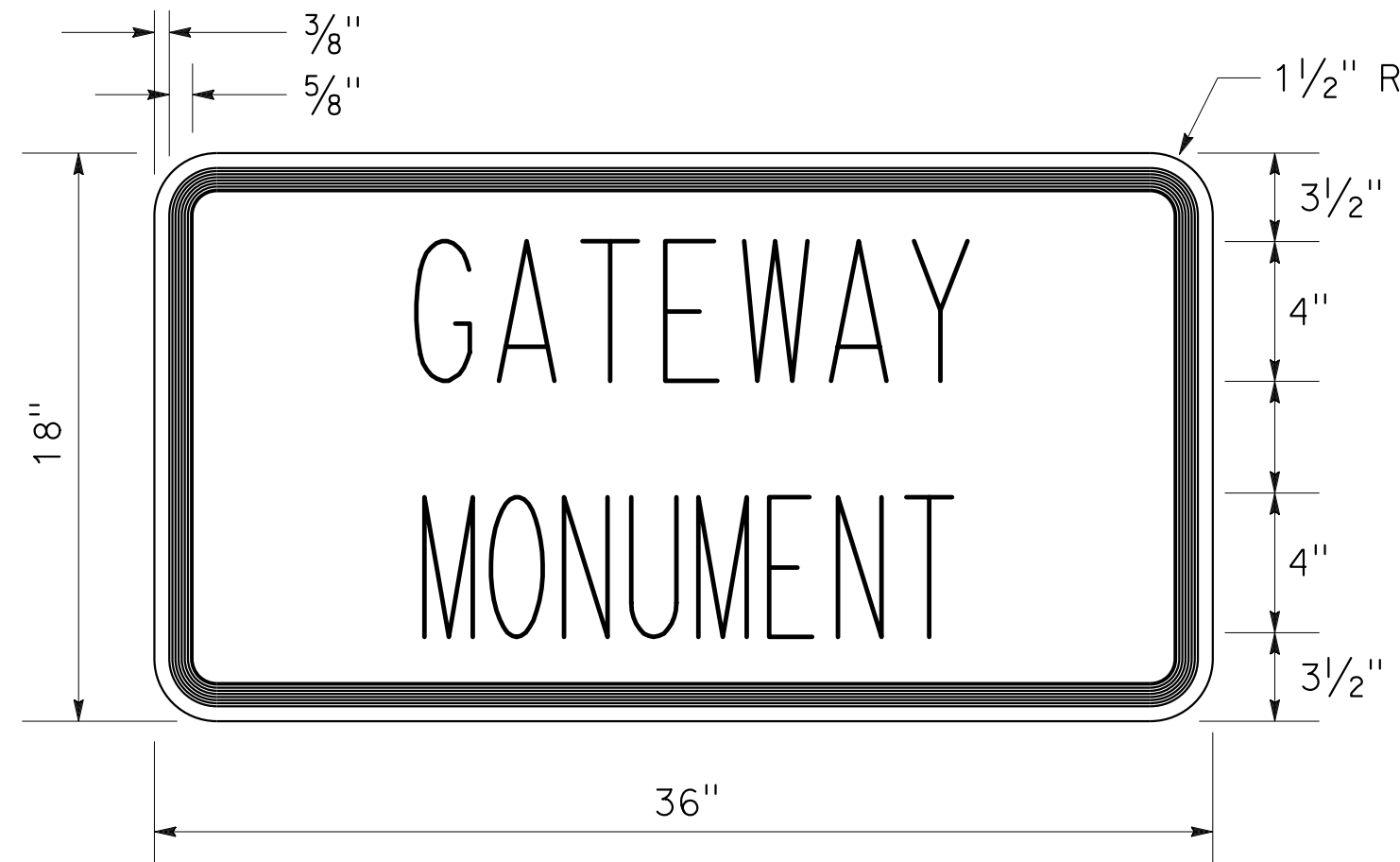
LAYOUT
SCALE: 1" = 20'
L-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans® **DESIGN**

1. EXACT SIGN LOCATION TO BE DETERMINED BY ENGINEER.
2. EXISTING UTILITY FACILITIES HAVE NOT BEEN PLOTTED ON THESE PLANS.
3. CALIFORNIA SIGN CODES ARE DESIGNATED BY (CA), OTHERWISE, FEDERAL MUTCD SIGN CODES ARE SHOWN.
4. CONSTRUCTION AREA SIGNS, EXCEPT THE C40 (CA) SIGN, MUST HAVE A BLACK LEGEND WITH AN ORANGE BACKGROUND.

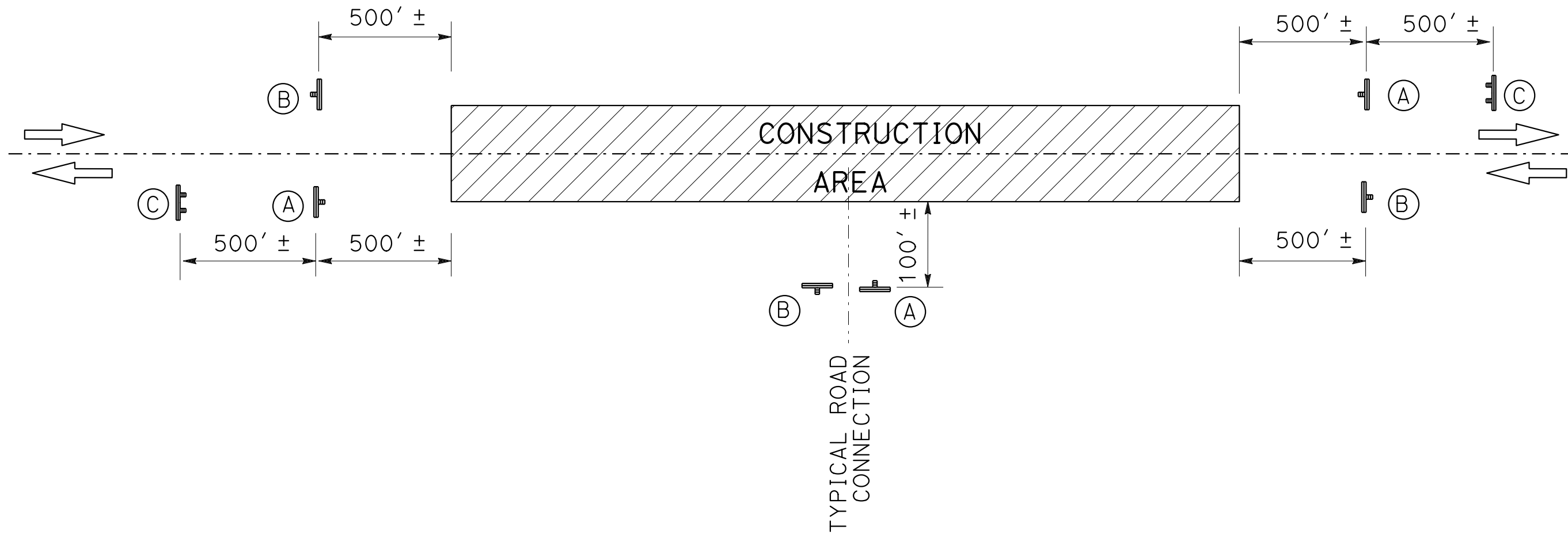
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu, Tri	89, 36, 299	Var	5	26
 06-30-23 REGISTERED CIVIL ENGINEER					
June 30, 2023 PLANS APPROVAL DATE					
<i>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</i>					



C23B(CA) SIGN PANEL DETAIL

CONSTRUCTION AREA SIGNS (STATIONARY MOUNTED)

TYPE	CODE	PANEL SIZE	SIGN MESSAGE	NUMBER AND SIZE OF POST	No. OF SIGNS
(A)	W20-1 C23B (CA)	36" x 36" 36" x 18"	ROAD WORK AHEAD GATEWAY MONUMENT	1-6" x 6"	7
(B)	G20-2	36" x 18"	END ROAD WORK	1-4" x 4"	7
(C)	C40 (CA)	108" x 42"	TRAFFIC FINES DOUBLED IN CONSTRUCTION ZONES	2-6" x 6"	6

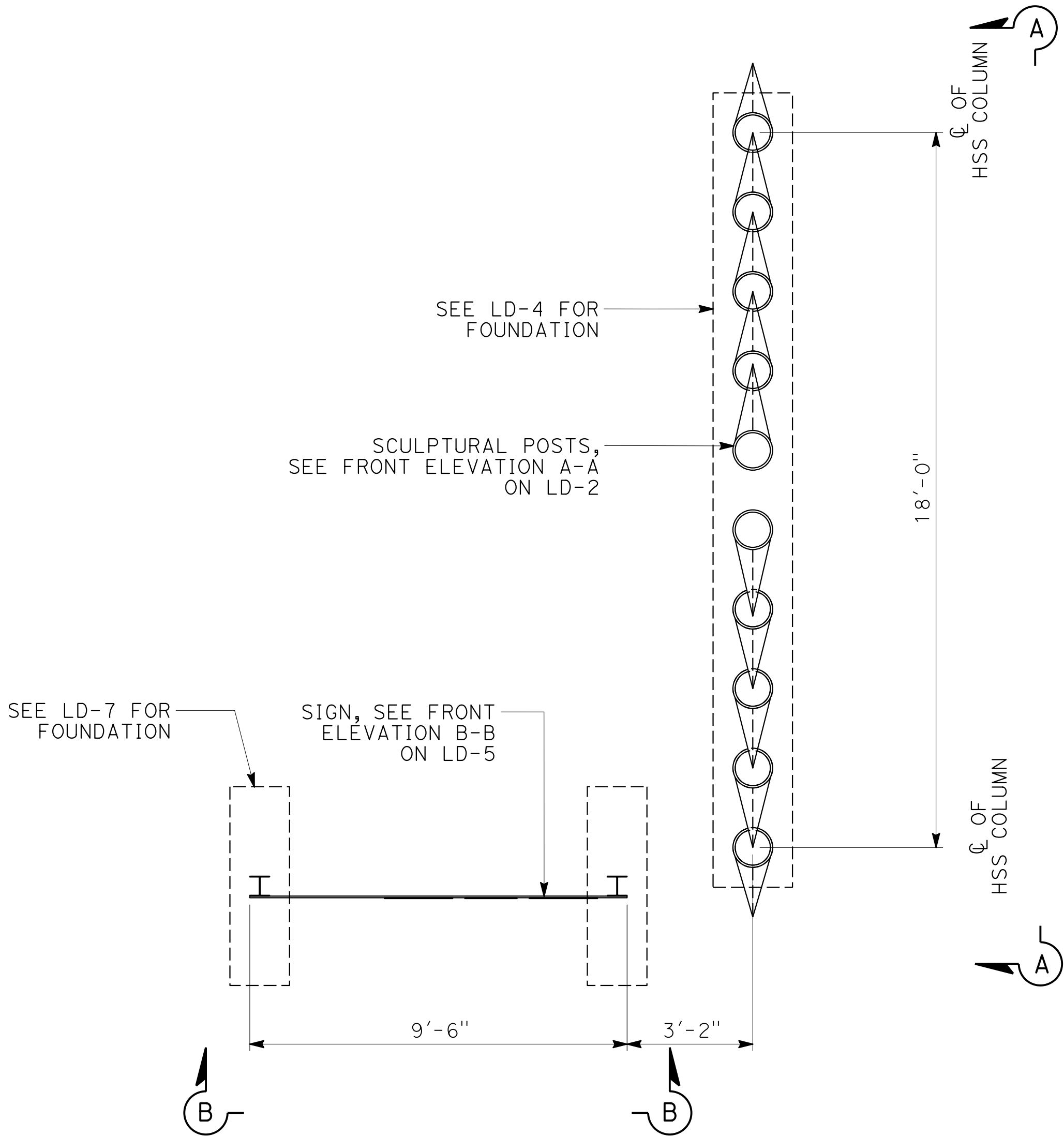


CONSTRUCTION AREA SIGNS (STATIONARY MOUNTED)

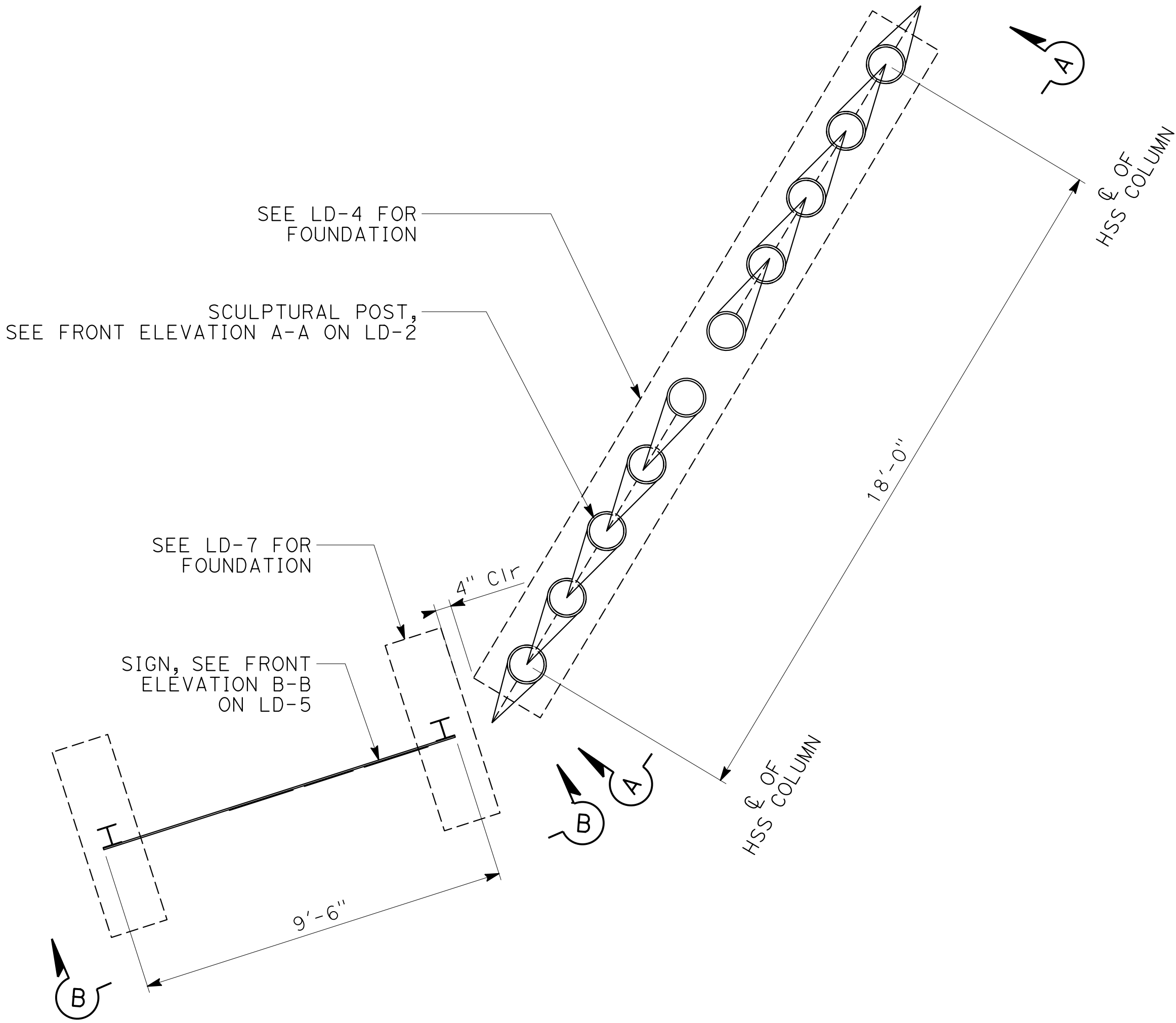
CONSTRUCTION AREA SIGNS

NO SCALE

CS-1



MONUMENT 1 PLAN LAYOUT



MONUMENT 2 PLAN LAYOUT

LOCATION 1 & 2

LANDSCAPE DETAILS
NO SCALE
LD-1

STATE OF CALIFORNIA

Caltrans

DESIGN

DEPARTMENT OF TRANSPORTATION

FUNCTIONAL SUPERVISOR

ROBERT NIXON

CALCULATED-DESIGNED BY

CHECKED BY

MICHAEL OGURO

KENDEE VANCE

REVISED BY

DATE REVISED

NOTES:

1. COLOR 1 ON THIS SHEET TO MATCH AMS-STD-17038.
2. COLOR 2 ON THIS SHEET TO MATCH AMS-STD-33655.
3. HOLES IN STEEL FOR BOLTS AND LAG SCREWS SHALL BE 1/16" LARGER THAN THE DIAMETER OF CONNECTER.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu,Tri	89, 36, 299	Var	7	26

06-30-23

REGISTERED CIVIL ENGINEER

June 30, 2023

PLANS APPROVAL DATE

ROBERT NIXON

No. C69123

Exp. 06-30-24

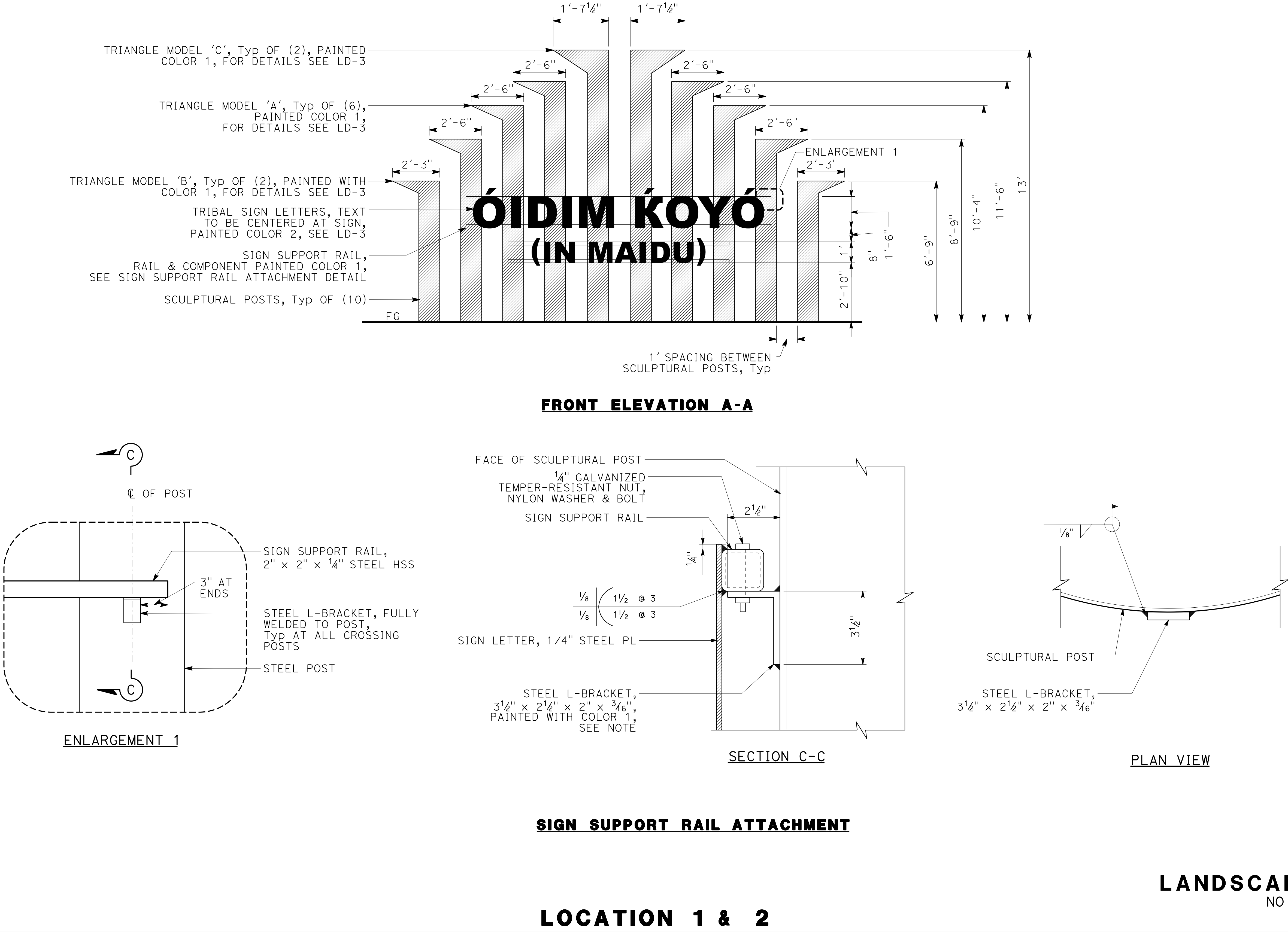
CIVIL

THE STATE OF CALIFORNIA OR ITS OFFICERS

OR AGENTS SHALL NOT BE RESPONSIBLE FOR

THE ACCURACY OR COMPLETENESS OF SCANNED

COPIES OF THIS PLAN SHEET.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans®

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FUNCTIONAL SUPERVISOR

ROBERT NIXON

DESIGNED BY

CHECKED BY

STEVE MINTZ

BRANDON EVANGELISTA

REVISOR

DATE

REVISED BY

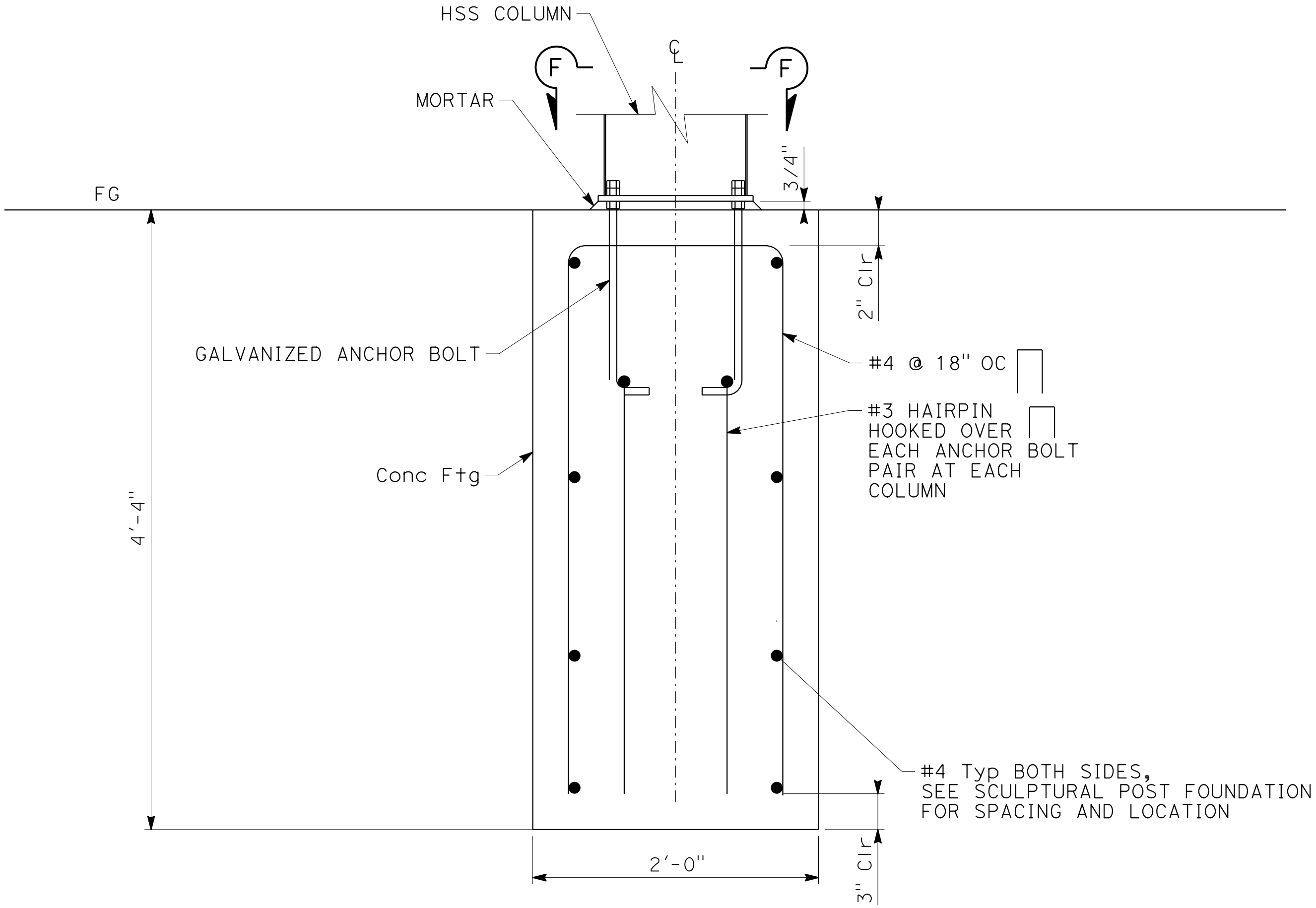
DATE

ABBREVIATION:

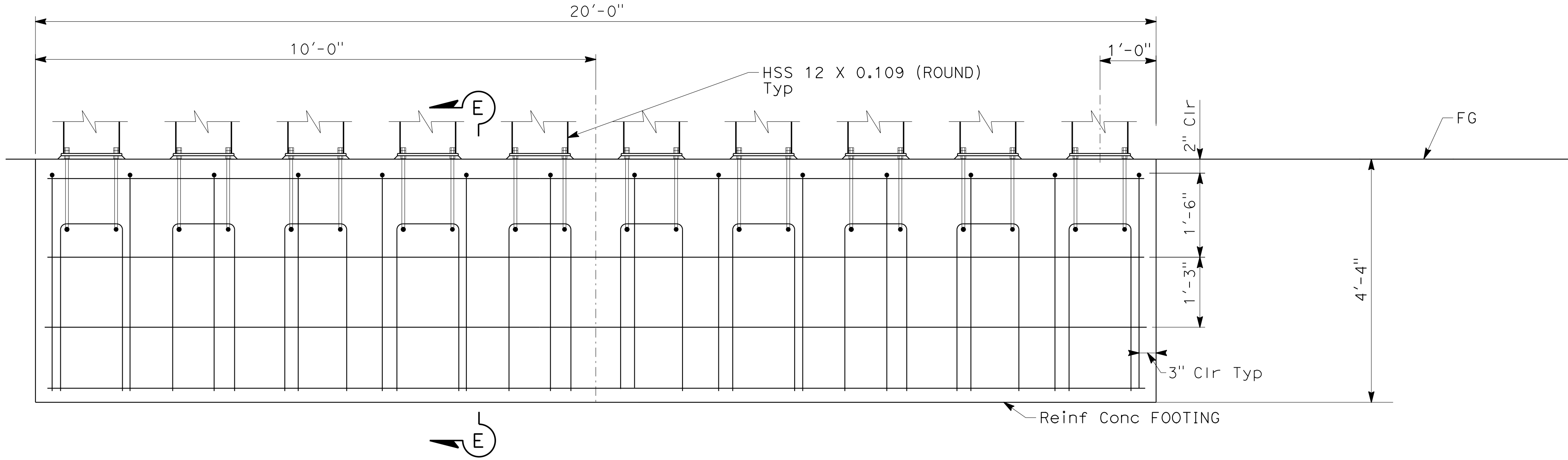
HSS- HOLLOW STEEL SECTION (TUBE STEEL)

NOTE:

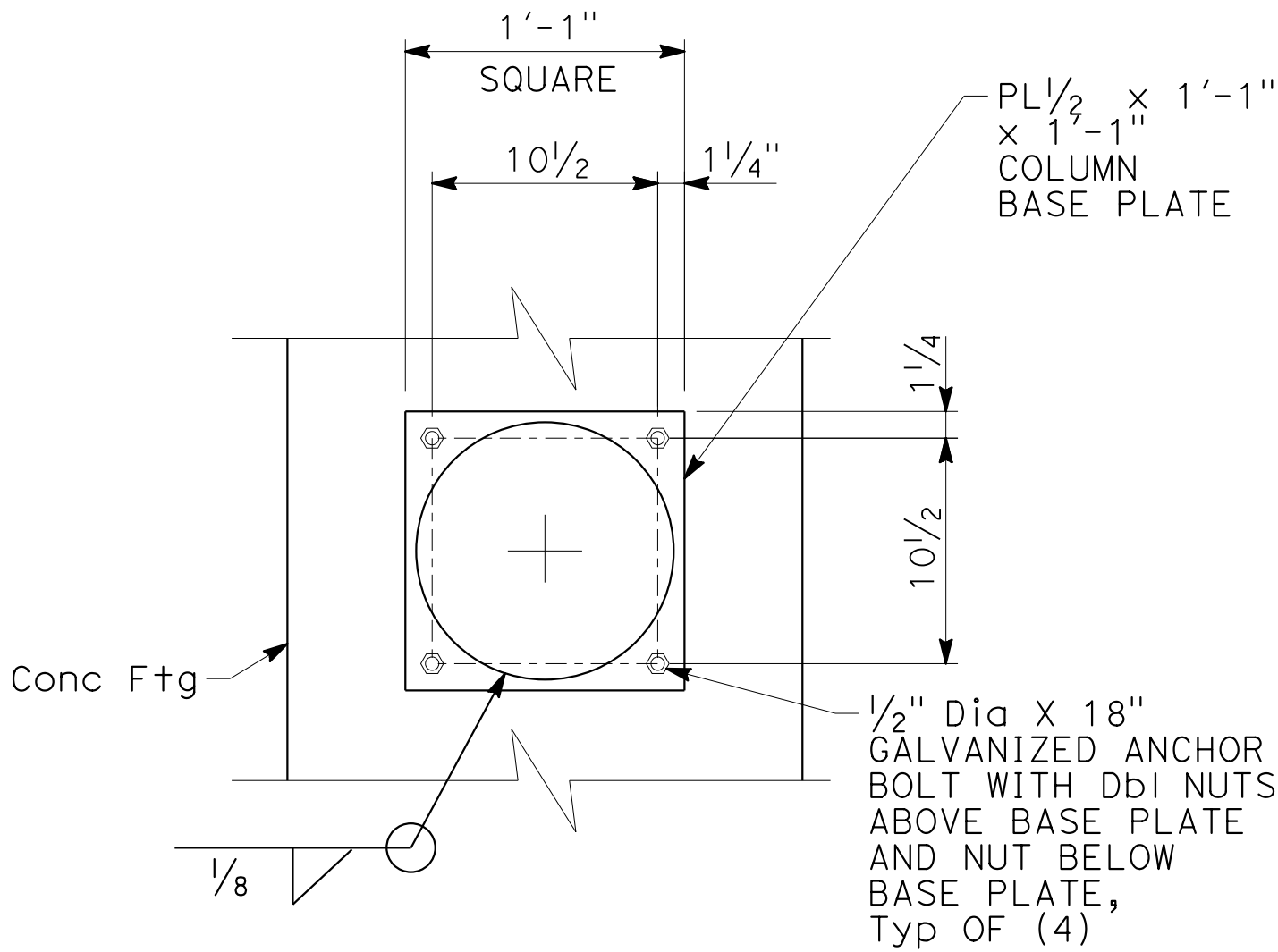
1. HOLES IN STEEL FOR ANCHOR BOLTS SHALL BE 1/8" LARGER THAN THE DIAMETER OF ANCHOR BOLTS.



SECTION E-E



SCULPTURAL POSTS FOUNDATION



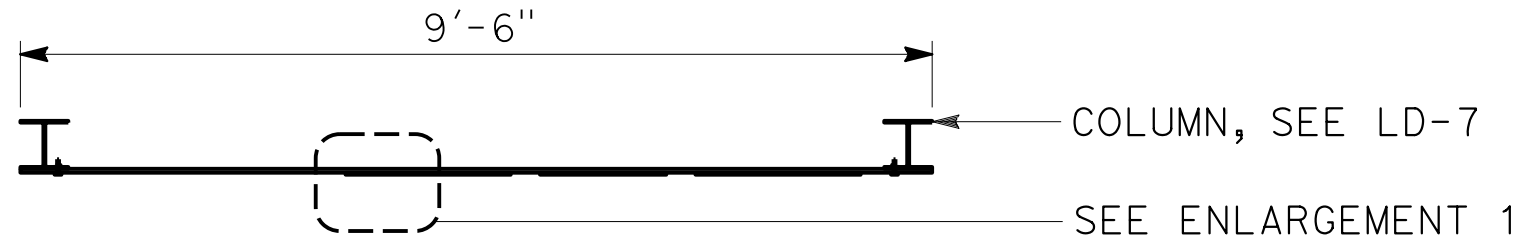
SECTION F-F
PLAN

LANDSCAPE DETAILS
NO SCALE
LD-4

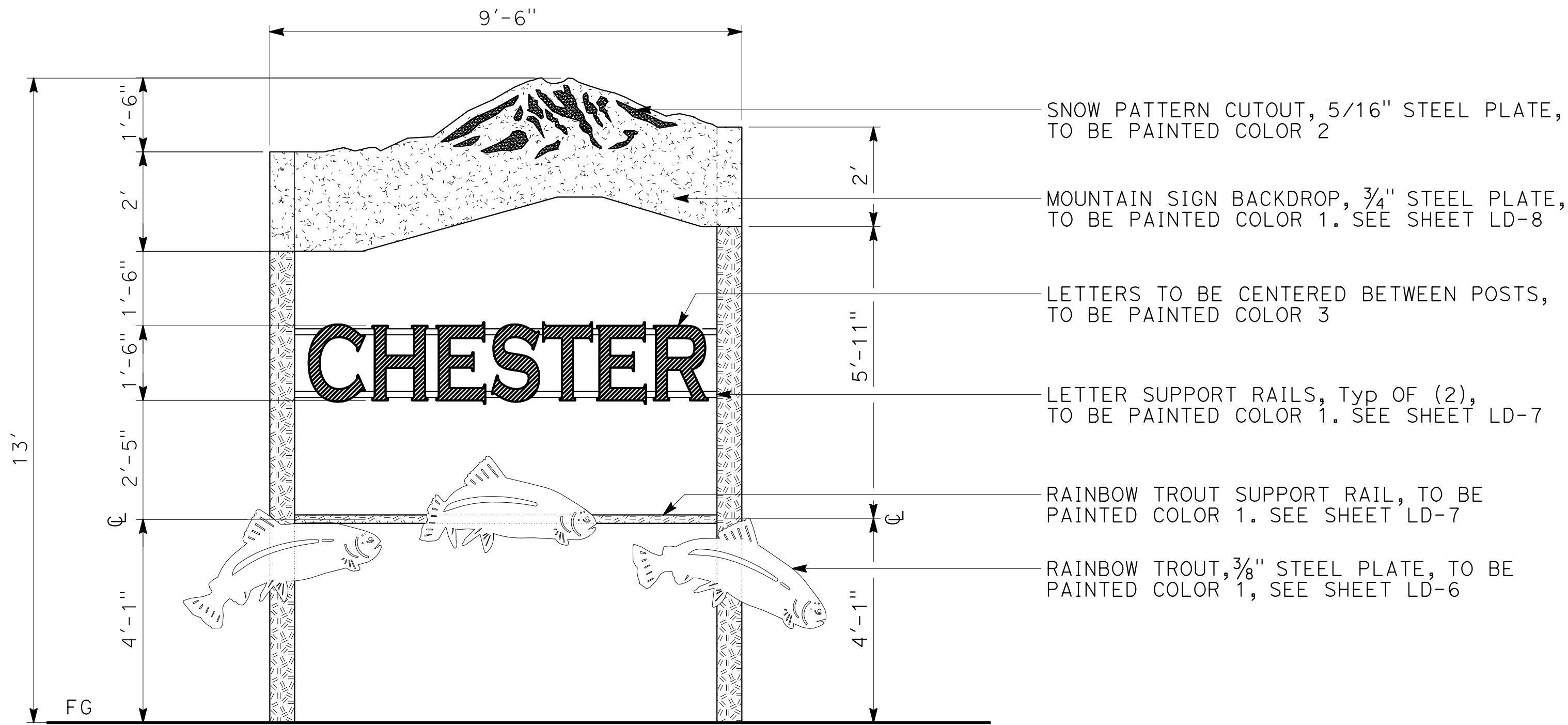
LOCATION 1 & 2

NOTES:

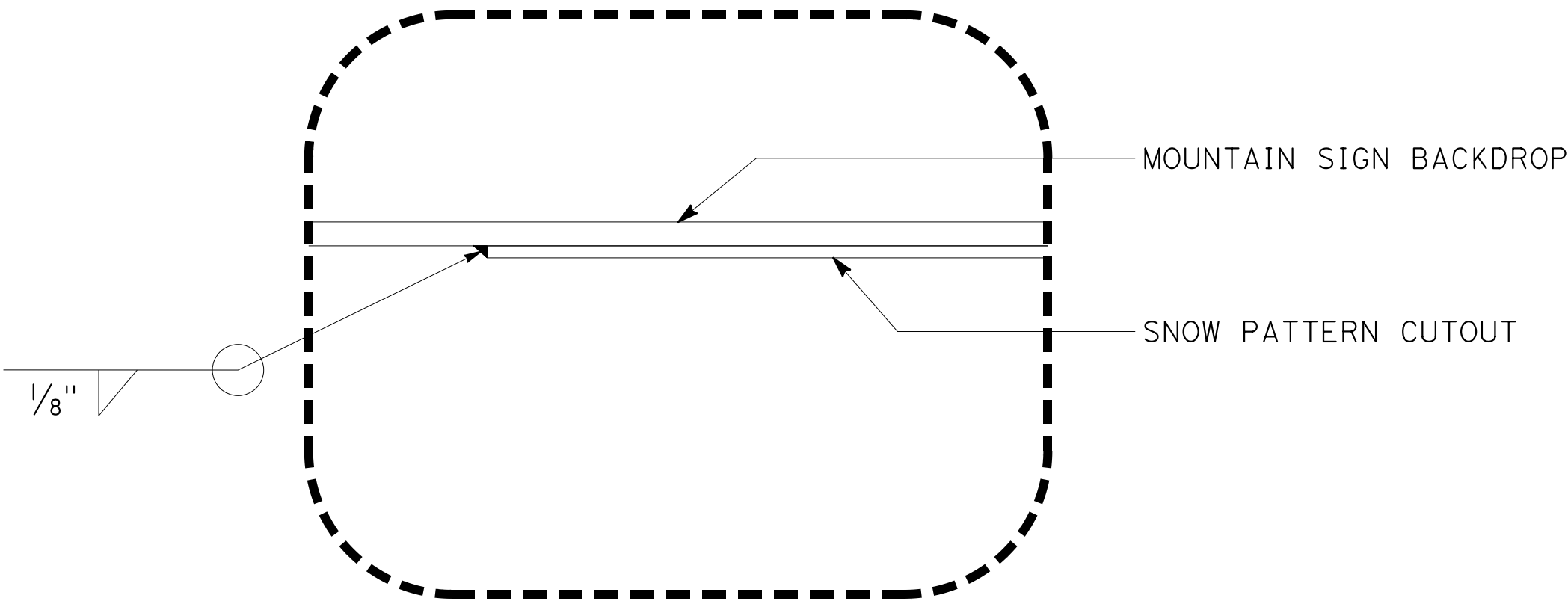
1. COLOR 1 ON THIS SHEET TO MATCH AMS-STD-16440.
2. COLOR 2 ON THIS SHEET TO MATCH AMS-STD-27880.
3. COLOR 3 ON THIS SHEET TO MATCH AMS-STD-33655.



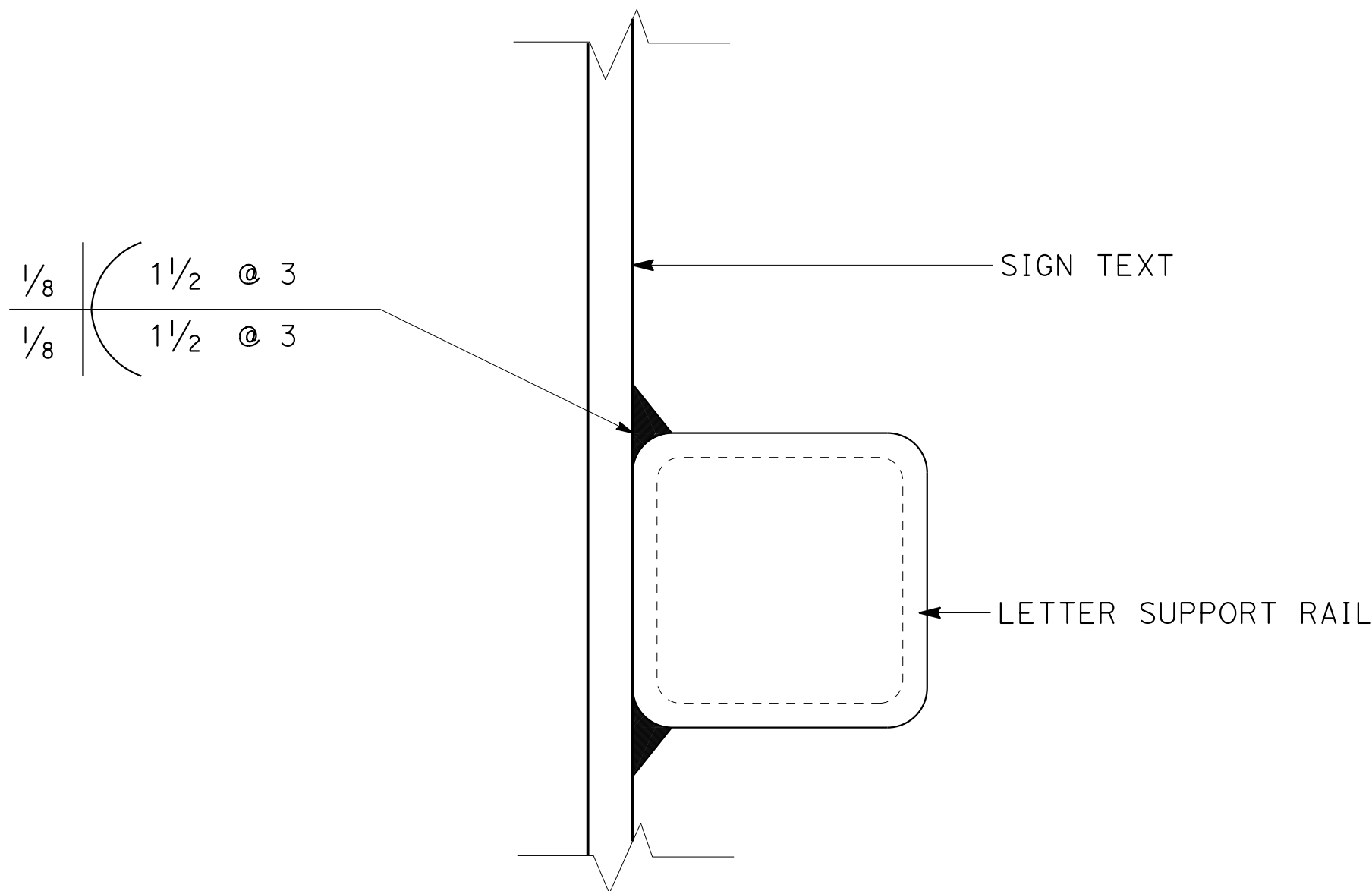
PLAN



FRONT ELEVATION B-B



ENLARGEMENT 1



LETTER ATTACHMENT DETAIL

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu, Tri	89, 36, 299	Var	10	26

06-30-23

REGISTERED CIVIL ENGINEER

June 30, 2023

PLANS APPROVAL DATE

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COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER

ROBERT NIXON

No. C69123

Exp. 06-30-24

CIVIL

STATE OF CALIFORNIA

LOCATION 1 & 2

LANDSCAPE DETAILS
NO SCALE
LD-5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

DESIGN

FUNCTIONAL SUPERVISOR

ROBERT NIXON

CALCULATED-DESIGNED BY

CHECKED BY

STEVE MINTZ

BRANDON EVANGELISTA

REVISED BY

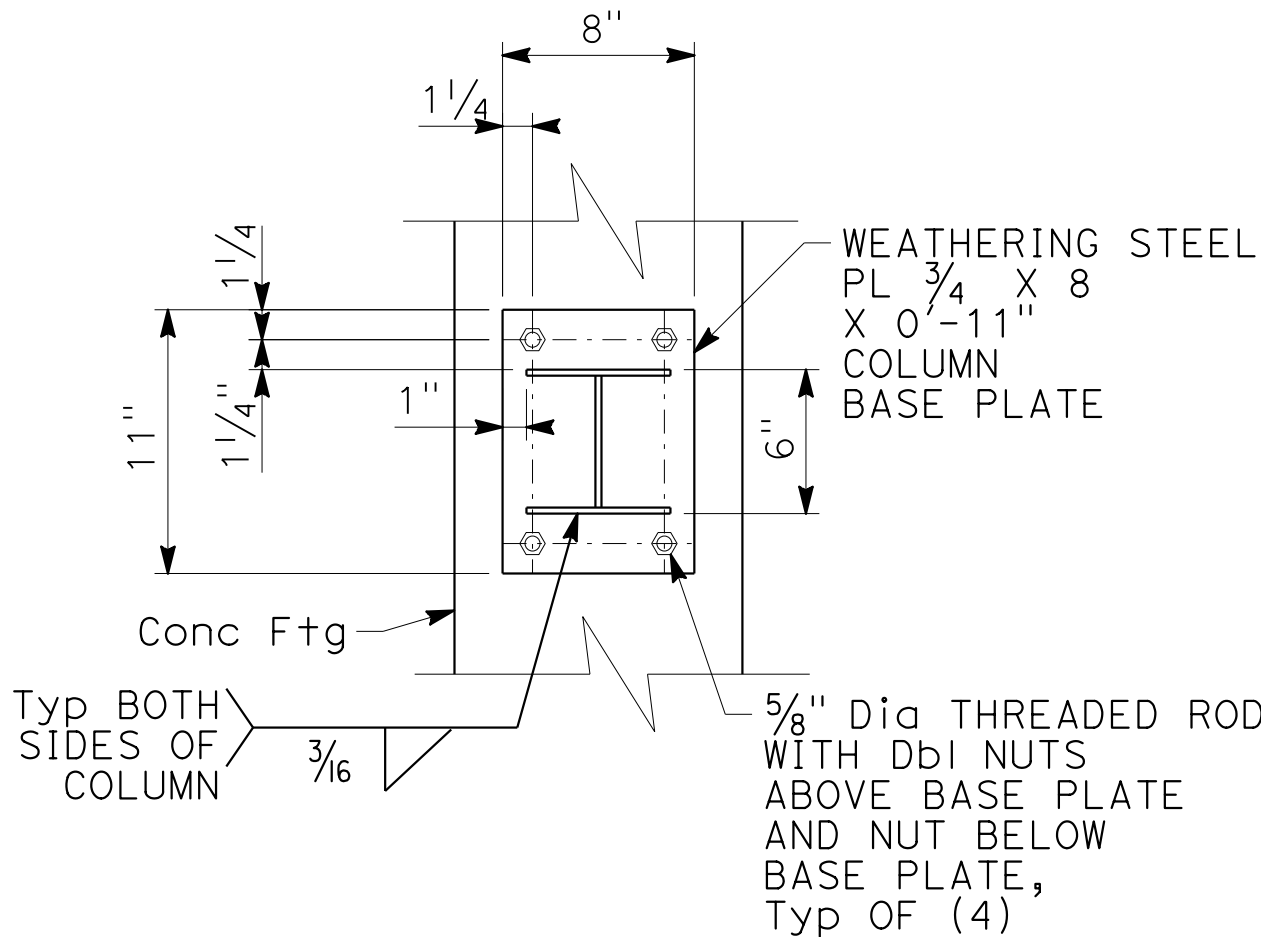
DATE REVISED

ABBREVIATION:

HSS - HOLLOW STEEL SECTION (TUBE STEEL)

NOTE:

1. HOLES IN STEEL FOR ANCHOR BOLTS SHALL BE 1/8" LARGER THAN THE DIAMETER OF ANCHOR BOLTS. OTHER HOLES IN STEEL SHALL BE 1/16" LARGER THAN THE DIAMETER OF THE BOLT EXCEPT AS DETAILED AT SLOTTED HOLES.

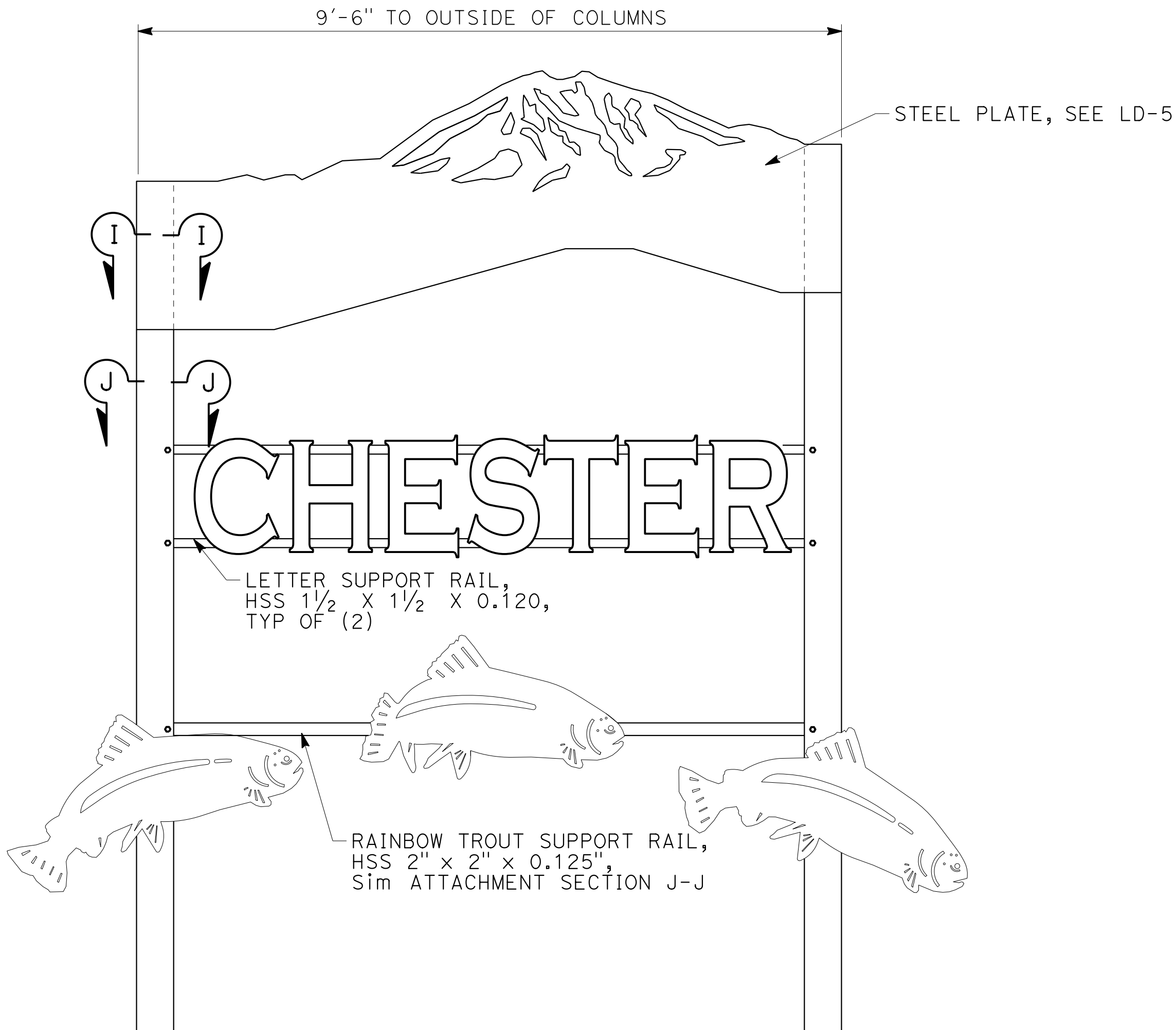


COLUMN ANCHORING DETAIL
PLAN

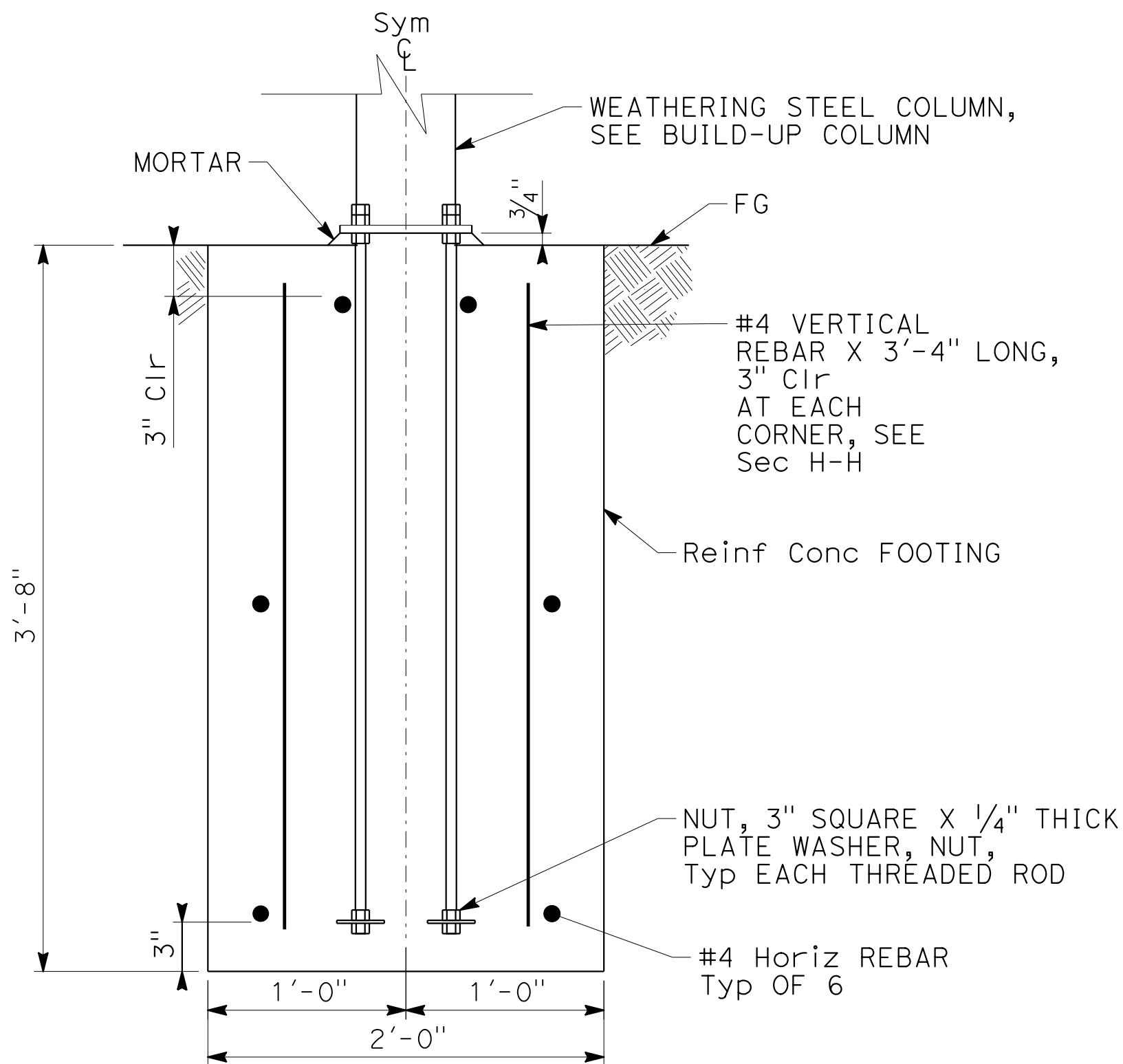


SIGN PLAN

LOCATION 1 & 2



SIGN ELEVATION



SECTION G-G

LANDSCAPE DETAILS
NO SCALE
LD-7

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu, Tri	89, 36, 299	Var	12	26

06-30-23

REGISTERED CIVIL ENGINEER

June 30, 2023

PLANS APPROVAL DATE

STEVE MINTZ

No. C52595

Exp. 12-31-24

CIVIL

STATE OF CALIFORNIA

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



DESIGN

FUNCTIONAL SUPERVISOR

ROBERT NIXON

CALCULATED-DESIGNED BY

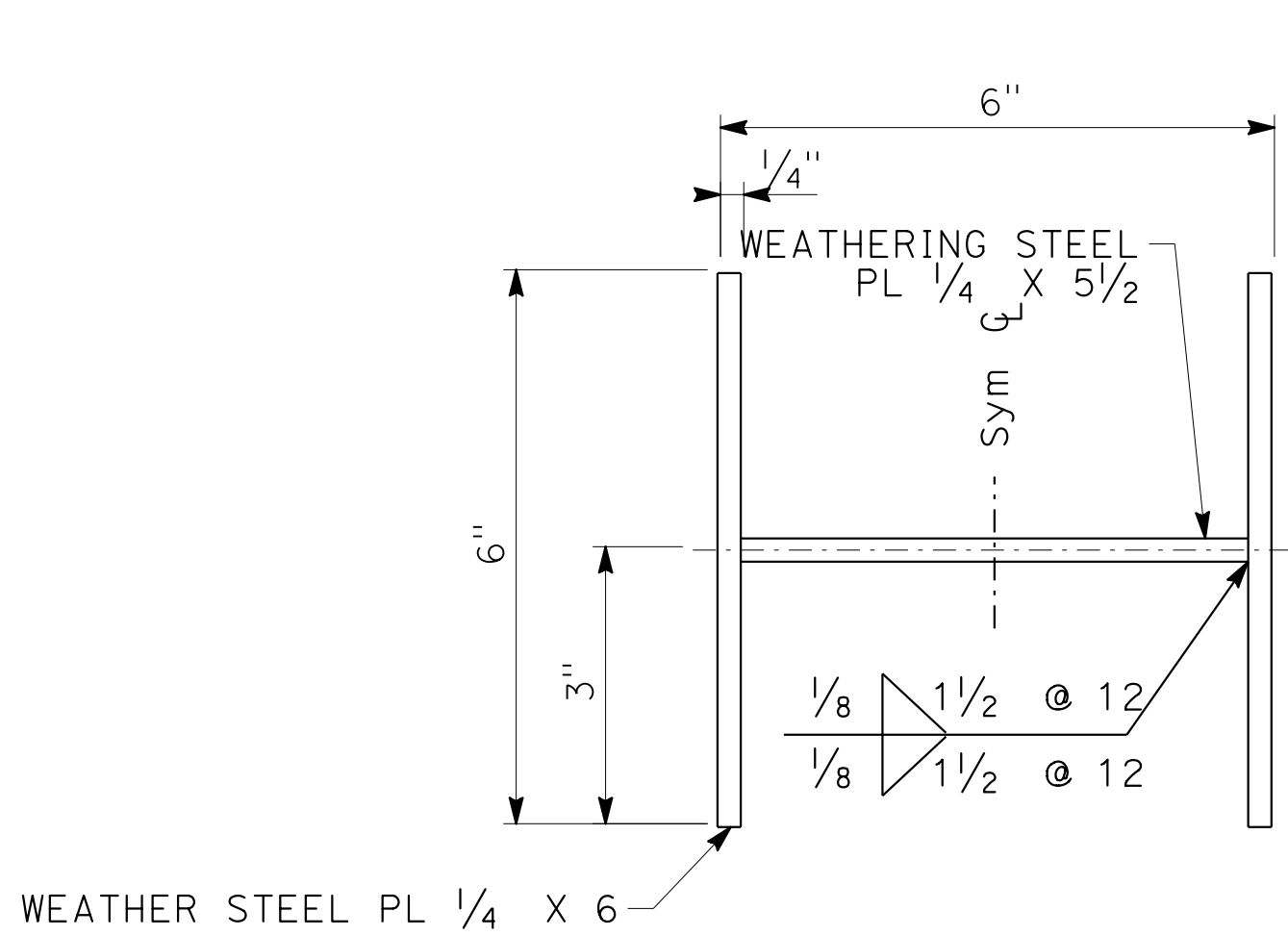
CHECKED BY

STEVE MINTZ

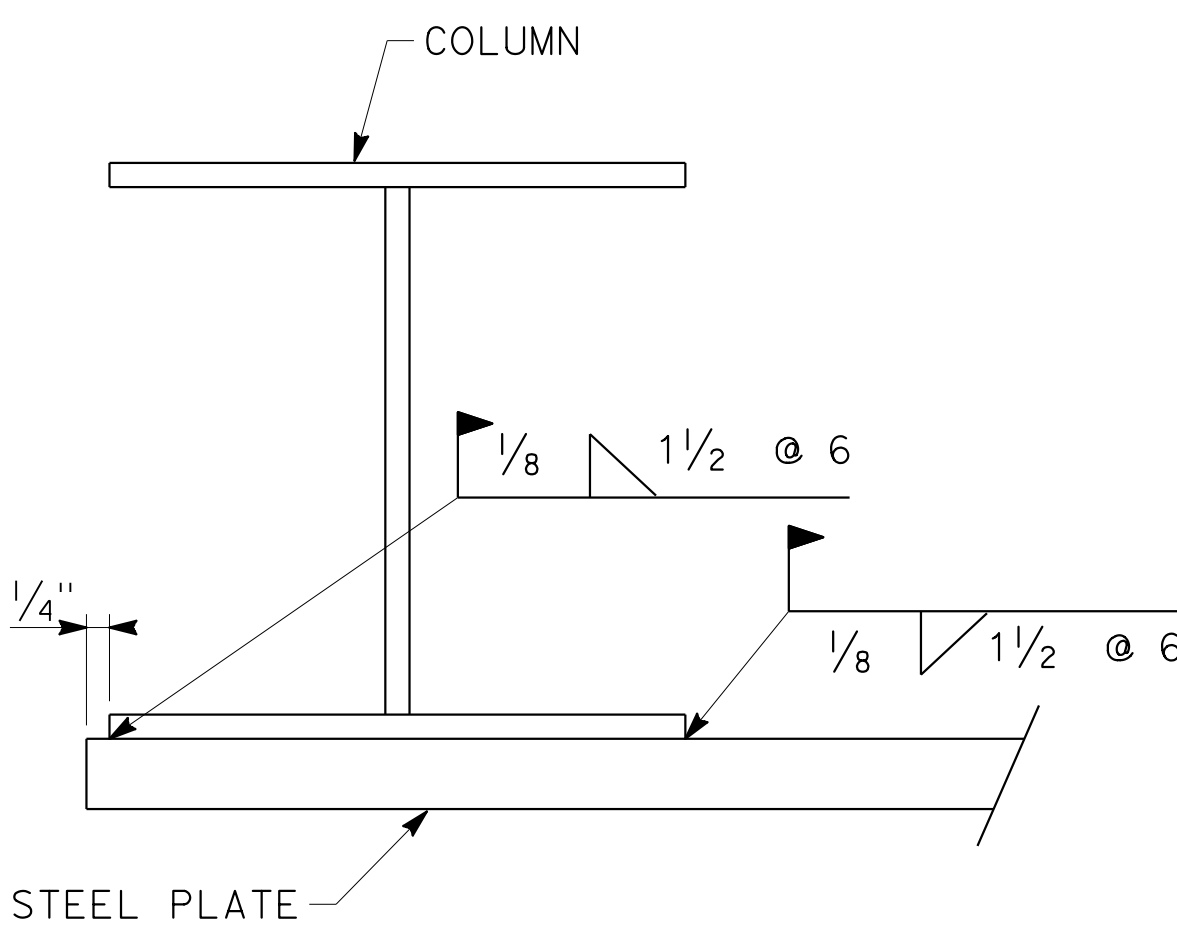
BRANDON EVANGELISTA

REVISED BY

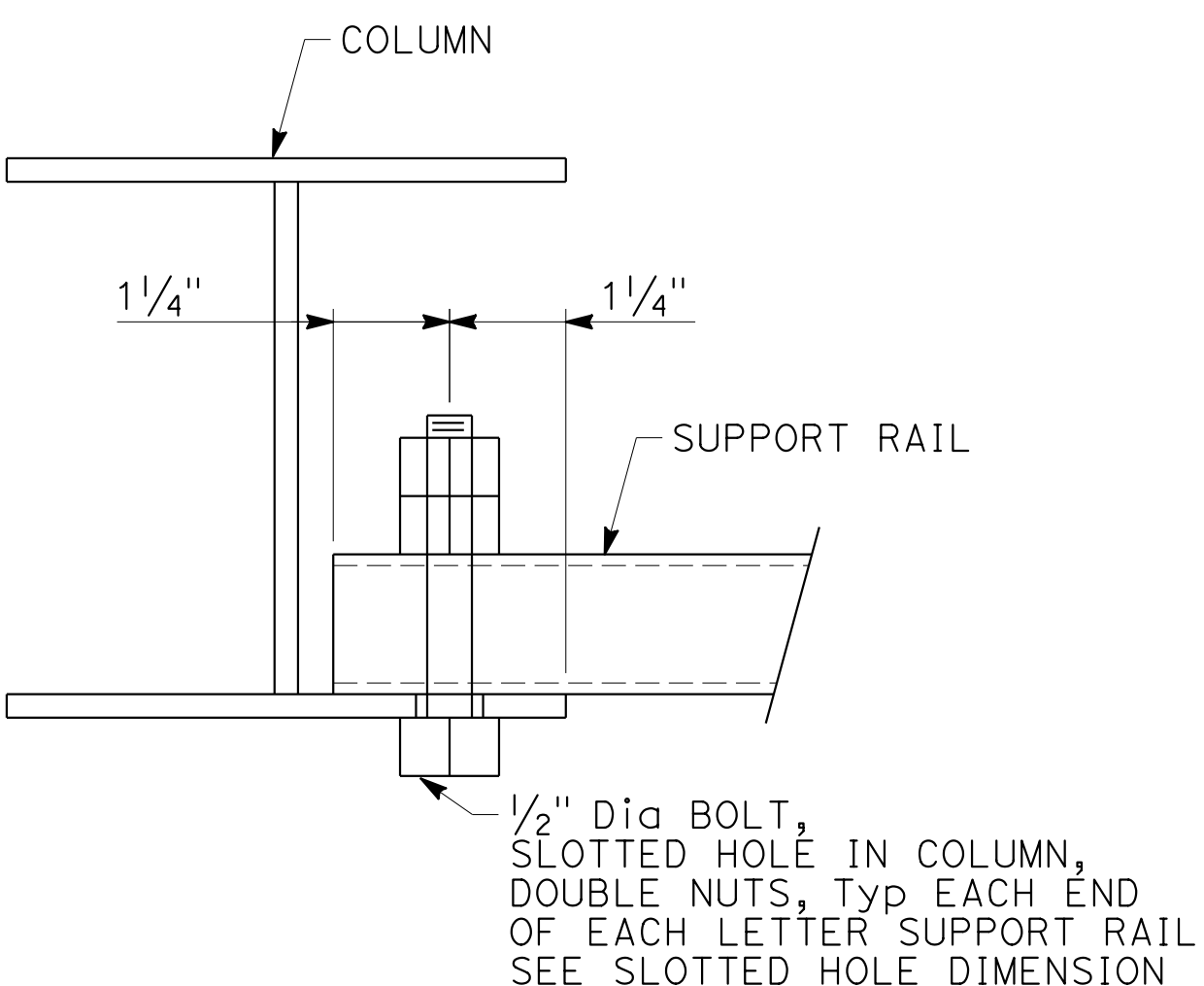
DATE REVISED



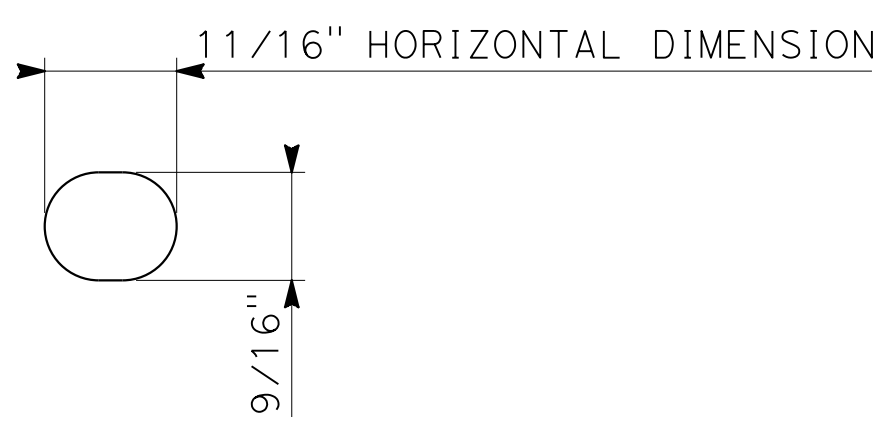
BUILD-UP COLUMN
Sim W6X15, PLAN



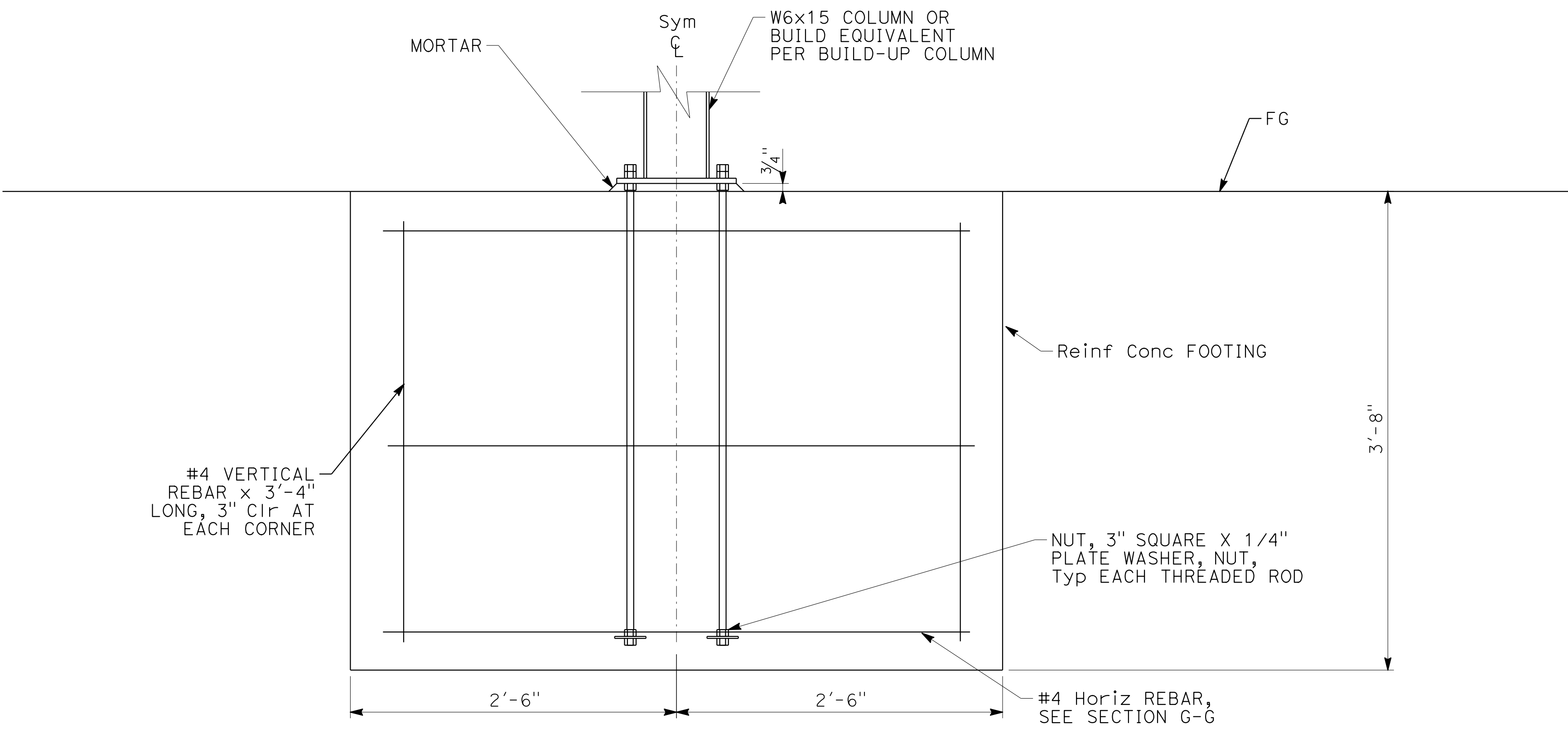
SECTION I-I



SECTION J-J



SLOTTED HOLE DIMENSION

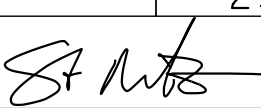


SECTION H-H

LOCATION 1 & 2

LANDSCAPE DETAILS
NO SCALE **LD-8**

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu, Tri	89, 36, 299	Var	13	26



06-30-23

REGISTERED CIVIL ENGINEER

June 30, 2023

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER

STEVE MINTZ

No. C52595

Exp. 12-31-24

CIVIL

STATE OF CALIFORNIA

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\\net\cadd\dist\tr\ct02\proj4\02\3j\440\plans\ dgn\0222000046sk008.dgn



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: August 1, 2023
SUBJECT: Courthouse Bathroom Repairs, estimated to cost \$13,900.00 (General Fund Impact); discussion and possible action.

Recommendation:

Review Bullseye repair estimate and give staff direction

Background and Discussion:

Although a recent leak at the Courthouse was fixed; it caused three toilets in the Courthouse to stop working. These include the Judge's toilet, the DA's toilet and the Grand Jury's toilet. The repair cost is estimated to be \$13,900.

Action:

Discussion and provide direction to staff

Fiscal Impact:

\$13,900

Attachments:

1. Bullseye Estimate_506009



4015 Seaport Blvd.
West Sacramento, CA 95691
(916) 760-8944
Office@bullseyeleak.com
Contractor's Lic. # 935197
EIN # 30-0568016

DATE	07/10/2023
ESTIMATOR	* DANIEL
ESTIMATE #	506009
WORK ORDER #	

ESTIMATE

CUSTOMER
Plumas County Superior Court House 520 Main Street Ste 104 Quincy, CA, 95971

SERVICE LOCATION
Plumas County Superior Court House 520 Main Street Ste 104 Quincy, CA, 95971

REPAIR ESTIMATE

REPAIR

EXPLORATORY HOLE:

DESCRIPTION: **DA bathroom and in the attic**

We will arrive on site the first day in the afternoon, approximately 12pm. We will shut off water to the building on the first day at approximately 5pm when it closes. We will begin work on the first day in the DA's bathroom. We will start by laying out the containment in the bathrooms and set up.

We will be removing the toilet and disposing of it. We will be installing a new pressure tank toilet so that it is fed from a half inch supply line coming down from the attic above with a 1-in main feed line from the right side of the building. We will cap off the old Sloan pipe. We'll make an access hole both underneath the vanity sink and behind the toilet and then feed our glass rodder down the wall to install a PEX pipe inside the interior wall. This is an old Adobe block wall that we anticipate being able to feed the pipe through. Once a new pipes are in we will install new angle stops and supply lines to the vanity sink and the toilet. We will set the new toilet with a new wax seal and seal the base of the toilet with silicone.

In the attic we will bring the two cold water lines together and plumb them up onto the ceiling of the attic where we will use the existing strut and angle iron hangers. We will plumb a 1-in type L copper pipe. This will be approximately 100 ft of 1-in pipe running across the ceiling of the 5th floor attic. We will bring the pipe down into the fourth floor back right office between the two bathrooms. There's an old sink that has been abandoned that we will use the cold water supply to reconnect to the new 1-in water line.

After water shut off, we will remove the cap. We will install a shut off valve on this 1/2-in galvanized pipe and put a ball valve and a short piece of brass pipe as a dielectric connection. We will then turn the water back on and verify that this line is being supplied with the cold water. Once we verified that this is our usable water source we will then connect it to our copper 1-in pipe feeding up into the attic. We will use the strut and brackets to secure the 1-in pipe on the wall in the back closet of the small office where the pipe will come down the wall.

Grand jury bathroom and judge's bathroom

We will be disconnecting the supply line and angle stop from the underside of the vanity sink on what was the hot water side of the system. The hot water pipe still has water going to it with cold domestic water. We will put a T onto the threaded pipe coming out of the wall and install a new angle stop and supply line going to the vanity sink. There will be a second angle stop installed off the 1/2-in copper line for a future insta-hot unit. This will be done in both bathrooms. The 1/2-in copper pipe will continue across the wall attached to the marble wall with small two-hole copper clamps. We will need to pass through a small partition between the vanity and the

	toilets. This will require drilling a 1-in hole through the marble partition using a diamond stone cutting core drill bit. Once both holes are drilled, the toilets in both bathrooms will be removed and disposed of. The new 1/2-in line will be secured to the wall and the end of the pipe will be stubbed out with a new angle stop and supply line feeding to the toilet. We will put a cap on the old Sloan valve pipe coming out of the wall. A new pressure tank toilet will be installed in both bathrooms with a round toilet bowl and toilet seat. Due to the limited size and elongated bowl will not give enough room. The toilets will be set with new wax seals and flange bolts. If the original flanges are rotten we will install reflowit flanges on the drain pipe to mount the new toilet. We will seal the base of the toilet with silicone. The cold water line will be connected to the new toilet and we will flow test the toilets to ensure they are working properly. We will clean the area of work related debris. LINE SUPPLIES: MANIFOLD TEST: PIPE LENGTH: 100 feet PIPE MATERIAL: 1" Copper ACCESS MATERIAL: ACCESS LOCATION: Third floor on the right side of the building feeding into the fifth floor attic. Will be plumbing across the attic on the uni strut. We then will be plumbing down to the DA bathroom resupplying the toilet and vanity sink. Other area is the half bathroom in the judges office and the grand jury meeting room. ACCESS DIMENSIONS: SHORING: BACK-FILL MATERIAL:
ADDITIONAL WORK	VALVE REPLACEMENT: n/a LOCATION: n/a TYPE: n/a
USA	USA DEMARCATION: Not required.
PERMIT & MATERIAL TESTING	PERMIT: Not required. TESTING:
WARRANTY & DISCLAIMER INFORMATION	WARRANTY: This repair comes with a one-year warranty. DISCLAIMER: We are not responsible for reinstallation of the sheetrock or the adobe wall <i>Please see the final page of this estimate for additional information.</i>
MORE OPTIONS, IF APPLICABLE	REPAIR UPGRADE: Please see estimate #506080 for optional additional work. WATER HEATER: PRESSURE REGULATOR: SERVICE VALVE:

Estimate

Description	Qty	Rate	Tax	Total
Plumbing Repair Plumbing repair	1.00	\$13,900.00	\$0.00	\$13,900.00

Thank you for considering Bullseye Leak Detection!
We appreciate the opportunity to assist you.

ESTIMATE TOTAL: \$13,900.00

Permits: When a permit is necessary, the building department requires properly installed and functioning smoke and carbon monoxide detectors. We are not responsible for the installation of these detectors. It is necessary that prior to inspection the detectors be installed and functioning, as they may be inspected by the building department.

3rd party leak location: We are not responsible for damage or additional leak locating fees resulting from a misidentified leak location by a third-party company. Furthermore, regardless of the accuracy of a third-party leak location, we cannot guarantee that the system is free of additional leaks.

3rd party repair work: Should access be made by another company and the leak we located not found, stop work immediately and contact our office for further, complimentary inspection.

Change orders: If the scope of work changes, you will be provided with a change order before further work commences. If, after the repair work is completed, there is additional water loss or leakage from a new source, please contact us for further testing. This would be billed at \$200/hr.

Wall and/or ceiling material(s): During excavation or demolition of walls and/or ceilings, our technician may identify a potentially hazardous material, such as asbestos, lead paint, or mold. Should this occur, we will stop work, contain the area, and contact a testing company and, if necessary, an abatement company. Additional costs for testing and abatement would be outside the scope of this estimate, and those additional costs would be the sole responsibility of the client.

Warranty information: Our warranty is conditional until access has been made to determine the pipe material and condition. We do not warranty defective or deteriorated pipes, any pipes in proximity of tree roots, or pipes in areas with a high potential for ground movement.

This estimate expires after 6 months.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: August 1, 2023
SUBJECT: Consideration of Engie Feasibility Study; (General Fund Impact) discussion, and possible direction.

Recommendation:

Recommend for the board to consider Engie's proposal. Discussion and possible direction.

Background and Discussion:

Since January, the County has been engaged with Engie for an energy assessment of the Plumas County campus. This included all buildings owned and operated by the county. The buildings were observed for lighting, heating and cooling efficiency, age of equipment (HVAC systems, pumps, etc.). Engie has sent an engineering team to Plumas on several occasions. During this process, we began to look at the assessment as a way to finance the replacement of aging and oftentimes inefficient equipment and create a solar field to assist the county with rising PG&E costs. Additionally, the idea is to help relieve the constant service to the various units that need replacing as well.

Action:

Discussion and possible action.

Fiscal Impact:

See the schedule in the attached PowerPoint for lease payments. There is a 20-year cost offset by energy savings and a way to finance the retrofit of out-of-date lighting, pumps, boilers, HVAC systems and more.

Attachments:

1. Plumas County ENGIE Feasibility Study 7.11.23 Rev



ENGIE Services U.S.

Energizing County of Plumas

July 18, 2023



Agenda

- **About ENGIE**
- **Scope of Work**
- **Preliminary Program Financial Analysis**
- **Program Benefits**
- **Next Steps**

Why ENGIE? Experience & Track Record

Delivering Value

- 49 years of experience
- More experience of successful projects for California counties than any other company
- Eight (8) offices in CA
- Comprehensive Energy Partner
- Experienced PR Team:
 - Press releases
 - Town hall meetings
 - Ribbon cutting events

Project Expertise

- Experienced & most qualified project team
- Local project team and local subcontractors
- Local, in-house Operations and Maintenance capabilities
- More technical resources than any other company in California
- Installed over 400 MW of solar PV for public entities in CA
- Largest independent installer of battery storage systems in CA

Fiscal Strength & Risk Mitigation

- #1 independent producer of electricity in the world
- 101,500 employees
- 188-year company history
- Annual revenue of \$100 billion
- Credit rating of A-/A2
- Achieved 109% of guaranteed savings
- Volume procurement through vendor competition

Trusted Partner to California Counties

Multi-phase Projects = Proven Customer Satisfaction

● County of Alameda – Santa Rita Jail Phase 1	\$1.3 million
● County of Alameda – Santa Rita Jail Phase 2	\$6.1 million
● County of Alameda – Santa Rita Jail Phase 3	\$0.8 million
● County of Alameda – Santa Rita Jail Phase 4	\$11.7 million
● County of Contra Costa	\$1.9 million
● County of Kings Phase 1	\$3.0 million
● County of Kings Phase 2	\$8.4 million
● County of Kings Phase 3	\$4.1 million
● County of Kings Phase 4	\$11.9 million
● County of Madera Phase 1	\$10.0 million
● County of Madera Phase 2	\$6.5 million
● County of Madera Phase 3	\$5.3 million
● County of Merced	\$11.8 million
● County of Placer	\$13.4 million
● County of Sacramento	\$5.2 million
● County of San Benito	\$8.0 million
● County of Shasta	\$14.2 million
● County of Solano	\$44.6 million
● County of Sutter	\$10.5 million
● County of Tulare Phase 1	\$7.2 million
● County of Tulare Phase 2	\$27.6 million
● County of Tulare Phase 3	\$10.0 million
● County of Yuba Phase 1	\$9.9 million
● County of Yuba Phase 2	\$5.2 million

Energy Conservation Measure (ECM) Matrix

Facility	Address	Annual Electric Bill	Solar Project - Annex	Countywide Solar Project	LED Interior Lighting	LED Exterior Lighting	Streetlighting	HVAC Replacement	Motor VFD Upgrades	Transformers	Generators
Almanor Recreation Center	400 Meadow Brook Lp, Chester	\$3,138		X	X	X		X			X
Animal Shelter	201 N. Mill Creek Rd	\$28,478		X	X	X		X			X
Annex Building	270 County Hospital Rd	\$185,695	X		X	X		X		X	X
Armory (Road Dept Sand House)	Main & Redberg S/E	\$1,724		X							
Campground (Buildings & Grounds, Taylorsville Park)	Taylorsville Campground, Taylorsville	\$3,187		X							X
Chester Complex & Library	222 Willow Way, Chester	\$12,702		X	X	X		X			
Chester Veteran's Memorial Hall	225 Gay St, Chester	\$6,438		X	X	X		X			
Clairmont	912 E Main	\$24,494		X							
Community Development	183 W. Main St., Quincy	\$6,445		X							
County Assessor (Permit Center)	11 Crescent St	\$34,949		X	X	X		X			X
Courthouse	520 Main St	\$71,885		X	X	X		X			
Facility Maintenance Building	198 Andy's Way, Quincy	\$6,617		X							
Fairground Commercial Building	204 Fairgrounds Rd.	\$0		X	X	X		X			
Fire Station (Area #2)	947 Long Iron Dr, Chester	\$6,833		X							
Greenville Maintenance Yard	36 Williams Valley Rd	\$2,852		X							
Human Resources (Probation)	1446 E Main St	\$3,392		X	X	X		X			X
La Porte Maint. Shop Sandhouse	La Porte Maint. Yard	\$218		X							
Large pump house	Red River Dr & Gate WY	\$65,297		X					X		
Lights in center divider (Street Light Meter)	Fairgrounds Rd.	\$2,536		X							
Main Office	204 Fairgrounds Rd.	\$89,438		X							
Housing Authority Maintenance Building	460 Sierra Meadows LN, Chester	\$5,814		X							
Nervino Airport	82405 CA-70, Beckwourth	\$0									X
New Jail	56 Abernathy Lane	\$108,382		X							
Child Support Services	522 Lawrence St, Quincy	\$5,955		X							X
Portola Library	34 3rd Ave, Portola	\$0			X	X		X			X
Portola Veteran's Memorial Hall	449 W Sierra Ave, Portola	\$0			X	X					
Pump - Fairgrounds	1140 Lee Rd	\$4,371		X					X		
Quincy Gansner Field Airport	550 Crescent Street, Quincy	\$2,977		X							X
Quincy Library	445 Jackson St	\$11,903		X	X	X					X
Quincy Museum	510 Jackson St	\$7,006		X	X	X					X
Quincy Veterans Memorial Hall	274 Lawrence St, Quincy	\$16,975		X	X	X		X			
Radio Hill	677 Radio Hill Unit 2	\$5,007		X							
Radio Hill Bank	677 Radio Hill Rd Unit 1	\$9,917		X							
Rec Room	152 Green Meadows LN, Greenville	\$6,625		X							
Restroom/camp sites	204 Fairgrounds Rd.	\$3,350		X							
Road Commissioner Maint. Yard	1834 E Main St	\$16,076		X	X						
Road Commissioner Office	1834 E Main St	\$1,976		X							
Road Commissioner Office (Public Works Building)	1834 E Main St	\$12,245			X			X			
Chester Rogers Field Airport	873 Main Street, Chester	\$8,193		X							X
Sheriff's Office	1400 E Main St	\$46,453		X	X	X		X			
Shop	2020 La Porte Rd.	\$3,284		X							
Shop-Sandhouse	Hwy 36	\$5,784		X							
Small pump house	County Road A13	\$3,806		X							
Swimming Pool	54 Fairground Rd, Quincy	\$13,921		X							
Wellness RSC Center	372 Main St, Chester	\$5,324		X							
Countywide		\$0		X			X				
Total		\$861,661	1	1	17	15	1	13	2	1	13

Interior & Exterior LED Lighting Upgrades

- **Interior:** Replace older generation fluorescent lamps and ballasts with new, more efficient, longer lasting LED lamps and kits. Install lighting sensors where appropriate
- **Exterior:** Replace old HID fixtures with new LED fixtures and kits
- **Benefits include:**
 - Better quality lighting
 - Replaces old fluorescent lamps and ballasts
 - Reduces energy cost
 - Longer life of system
 - Reduces maintenance cost

Facility	LED Lighting Retrofit
Almanor Recreation Center	X
Animal Shelter	X
Annex Building	X
Chester Complex & Library	X
Chester Veterans Memorial Hall	X
County Assessor (Permit Center)	X
Courthouse	X
Fairgrounds Commercial Building	X
Human Resources (Probation)	X
Portola Library	X
Portola Veterans Memorial Hall	X
Quincy Library	X
Quincy Museum	X
Quincy Veteran's Memorial Hall	X
Road Commissioner Office (Public Works Building)	X
Sheriff's Office	X



LED Streetlighting Upgrades

- **Replace twenty-seven (27) high pressure sodium lamps with LED lamps**
- **Benefits include:**
 - Better quality lighting
 - Replaces old fluorescent lamps and ballasts
 - Reduces energy cost
 - Longer life of system
 - Reduces maintenance cost

HVAC Upgrades

- **Replace old, inefficient HVAC units with new, more efficient units of the same size. Units to be replaced are over 15 years old**
- **Seal all the windows at the Annex Building**
- **Benefits include:**
 - More efficient units
 - Improves comfort
 - Savings in energy cost
 - Reduces maintenance cost
 - Planned replacement vs. emergency breakdown

Facility	No. of Units to be Replaced	Average Tonnage
Almanor Recreation Center	3	5
Animal Shelter	11	2
Annex Building	62	2
Chester Complex & Library	5	4
Chester Veterans Memorial Hall	4	4
County Assessor (Permit Center)	10	3
Fairgrounds Commercial Building	2	15
Human Resources (Probation)	3	4
Portola Library	3	4
Quincy Veteran's Memorial Hall	2	5
Road Commissioner Office (Public Works Building)	4	4
Sheriff's Office	2	4
Total	111	5



Central Plant Upgrades

- **Replace old, inefficient chiller with new, more efficient unit of similar size**
 - One (1) 125-ton air-cooled chiller
- **Location: Courthouse**
- **Benefits include:**
 - More efficient units
 - Replaces obsolete refrigerant
 - Reduces energy cost
 - Reduces maintenance cost
 - Planned replacement vs. emergency breakdown



Central Plant Upgrades

- **Replace old, inefficient boiler with new, more efficient unit of similar size**
 - One (1) 1,082 MBH hot-water boiler
- **Location: Courthouse**
- **Benefits include:**
 - More efficient units
 - Reduces energy cost
 - Reduces maintenance cost
 - Planned replacement vs. emergency breakdown



Motor/Pump and VFD Upgrades

- **Replace pump motors and install variable frequency drives (VFDs)**
- **Locations:**
 - Greenville Ranch Pump Station – Replace existing 150 HP well pump motor and install VFD
 - Quincy Fairgrounds – Replace existing 30 HP well pump motor and install VFD
- **Benefits include:**
 - Replaces old equipment
 - Energy and maintenance savings
 - Provides soft start functionality for increase motor and pump life expectancy



Backup Generators

- Install backup generators
- Locations and sizes:

Facility	Generator Size kW
Almanor Recreation Center	25
Animal Shelter	20
Annex Building	250
Beckwourth Nervino Airport	10
Campground (Buildings & Grounds, Taylorsville Park)	20
Chester Rogers Field Airport	10
County Assessor (Permit Center)	50
Human Resources (Probation)	20
Quincy Gansner Field Airport	10
Quincy Library	25
Quincy Museum	10
Child Support	10
Portola Library	15

- **Benefits Include:**
 - Resiliency
 - Proven reliability
 - Operational flexibility

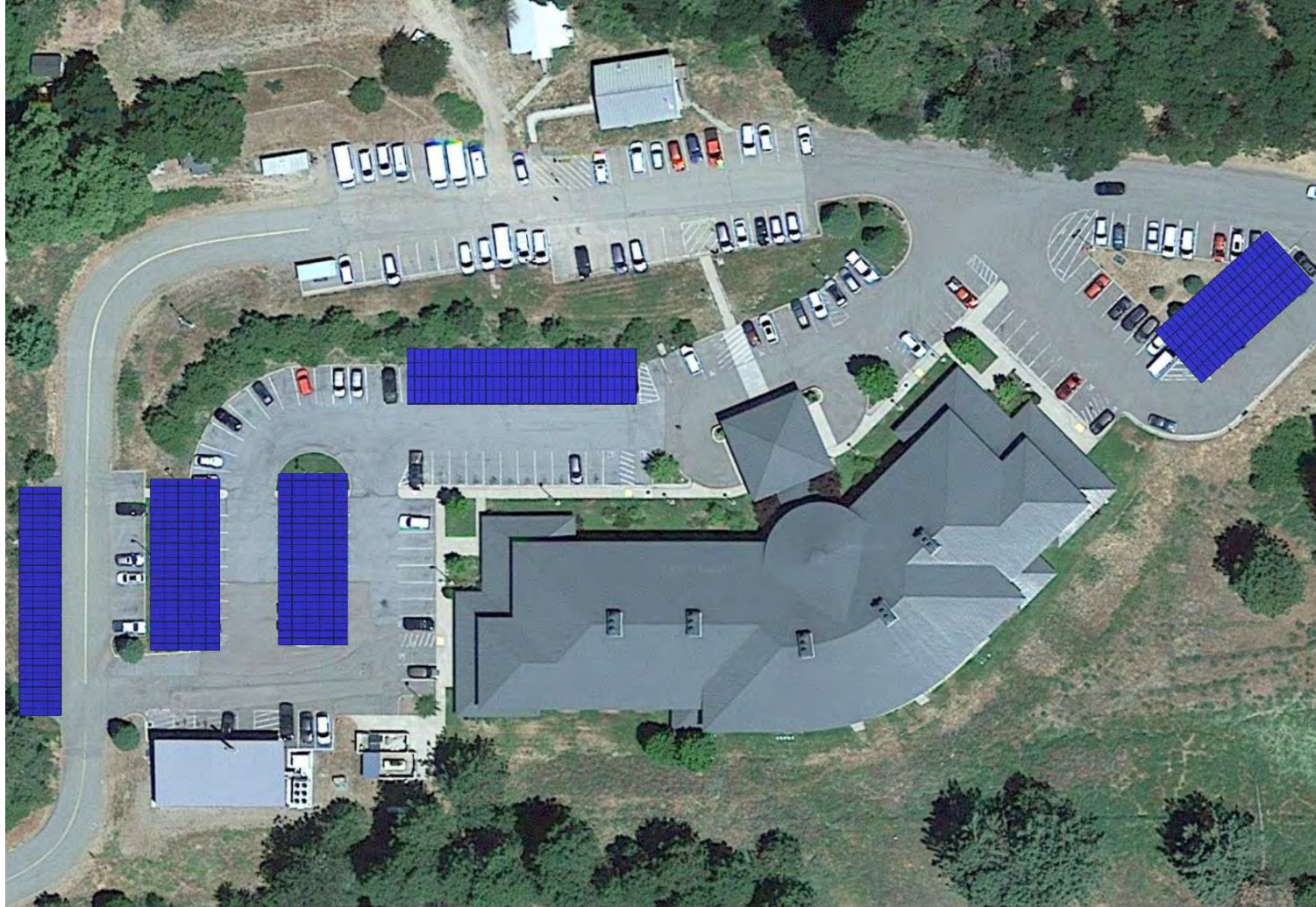


High Efficiency Transformers

- **Recommendation:** Replace older generation transformers with new, more efficient transformers that have less losses
- **Location:** Annex Building
- **Size:** Two (2) 112.5 kVA each
- **Benefits:**
 - Savings in energy cost
 - Planned replacement vs. emergency breakdown resulting in loss of power to instructional spaces
 - Reduced heat and noise loads from aging or failing transformers
 - Older low-voltage (<600 volts) electrical distribution transformers consume energy whether there is equipment plugged in and turned on



Solar Parking Canopies for Annex Building – 307 kW



Groundmount Solar Project for Countywide Cost Avoidance at Crescent Mills – 1,520 kW

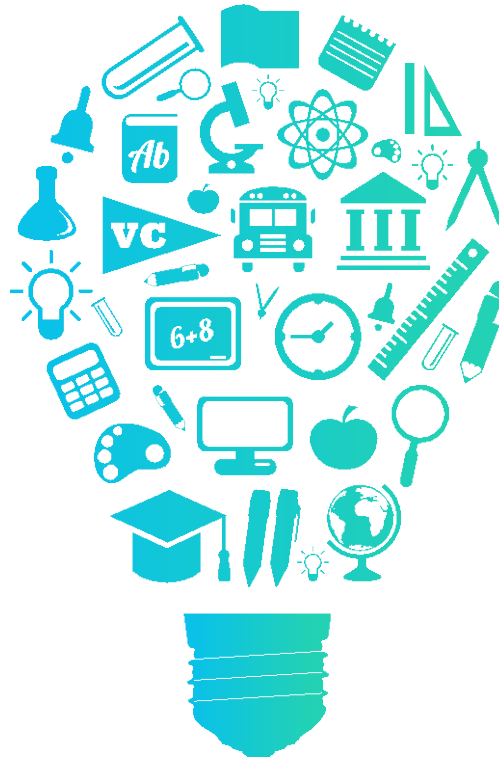


Preliminary Financial Analysis

Estimated Project Cost										\$14,841,455
County Contribution										\$500,000
Amount to be Financed										\$14,341,455
Finance Term										20
Estimated Annual Interest Rate										4.25%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)										6.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Countywide Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings
1	\$74,353	\$329,409	\$147,309	\$104,999	\$2,776,325	\$3,432,394	\$3,285,898	\$44,383	\$3,330,282	\$102,112
2	\$78,420	\$347,428	\$156,147	\$108,149	\$0	\$690,144	\$542,317	\$45,715	\$588,031	\$102,112
3	\$82,710	\$366,432	\$165,516	\$111,393	\$0	\$726,051	\$576,852	\$47,086	\$623,938	\$102,112
4	\$87,234	\$386,476	\$175,447	\$114,735	\$0	\$763,892	\$613,280	\$48,499	\$661,779	\$102,112
5	\$92,006	\$407,616	\$185,974	\$118,177	\$0	\$803,772	\$651,706	\$49,954	\$701,660	\$102,112
6	\$97,038	\$429,912	\$197,132	\$121,722	\$0	\$845,805	\$692,241	\$51,452	\$743,693	\$102,112
7	\$102,346	\$453,429	\$208,960	\$125,374	\$0	\$890,109	\$735,001	\$52,996	\$787,997	\$102,112
8	\$107,945	\$478,231	\$221,498	\$129,135	\$0	\$936,809	\$780,111	\$54,586	\$834,697	\$102,112
9	\$113,849	\$504,390	\$234,788	\$133,009	\$0	\$986,037	\$827,701	\$56,223	\$883,924	\$102,112
10	\$120,077	\$531,981	\$248,875	\$136,999	\$0	\$1,037,932	\$877,910	\$57,910	\$935,820	\$102,112
11	\$126,645	\$561,080	\$263,808	\$141,109	\$0	\$1,092,642	\$930,882	\$59,647	\$990,530	\$102,112
12	\$133,572	\$591,771	\$279,636	\$145,343	\$0	\$1,150,322	\$986,773	\$61,437	\$1,048,210	\$102,112
13	\$140,879	\$624,141	\$296,414	\$149,703	\$0	\$1,211,137	\$1,045,745	\$63,280	\$1,109,025	\$102,112
14	\$148,585	\$658,281	\$314,199	\$154,194	\$0	\$1,275,259	\$1,107,969	\$65,178	\$1,173,147	\$102,112
15	\$156,712	\$694,289	\$333,051	\$158,820	\$0	\$1,342,873	\$1,173,627	\$67,134	\$1,240,760	\$102,112
16	\$165,285	\$732,267	\$353,034	\$163,584	\$0	\$1,414,170	\$1,242,910	\$69,148	\$1,312,058	\$102,112
17	\$174,326	\$772,322	\$374,216	\$168,492	\$0	\$1,489,356	\$1,316,022	\$71,222	\$1,387,244	\$102,112
18	\$183,861	\$814,568	\$396,669	\$173,547	\$0	\$1,568,645	\$1,393,174	\$73,359	\$1,466,533	\$102,112
19	\$193,919	\$859,125	\$420,469	\$178,753	\$0	\$1,652,266	\$1,474,594	\$75,559	\$1,550,154	\$102,112
20	\$204,526	\$906,119	\$445,698	\$184,116	\$0	\$1,740,458	\$1,560,520	\$77,826	\$1,638,346	\$102,112
21	\$161,785	\$955,684	\$0	\$0	\$0	\$1,117,469	\$0	\$80,161	\$80,161	\$1,037,308
22	\$170,635	\$1,007,960	\$0	\$0	\$0	\$1,178,594	\$0	\$82,566	\$82,566	\$1,096,029
23	\$179,968	\$1,063,095	\$0	\$0	\$0	\$1,243,064	\$0	\$85,043	\$85,043	\$1,158,021
24	\$189,813	\$1,121,246	\$0	\$0	\$0	\$1,311,059	\$0	\$87,594	\$87,594	\$1,223,465
25	\$200,195	\$1,182,579	\$0	\$0	\$0	\$1,382,774	\$0	\$90,222	\$90,222	\$1,292,552
26	\$211,146	\$1,247,266	\$0	\$0	\$0	\$1,458,412	\$0	\$92,929	\$92,929	\$1,365,483
27	\$222,696	\$1,315,491	\$0	\$0	\$0	\$1,538,187	\$0	\$95,716	\$95,716	\$1,442,471
28	\$234,877	\$1,387,448	\$0	\$0	\$0	\$1,622,326	\$0	\$98,588	\$98,588	\$1,523,738
29	\$247,725	\$1,463,342	\$0	\$0	\$0	\$1,711,067	\$0	\$101,546	\$101,546	\$1,609,521
30	\$261,276	\$1,543,387	\$0	\$0	\$0	\$1,804,662	\$0	\$104,592	\$104,592	\$1,700,070
Totals	\$4,664,403	\$23,736,765	\$5,418,843	\$2,821,352	\$2,776,325	\$39,417,687	\$21,815,233	\$2,111,549	\$23,926,782	\$15,490,905

Energy Program Benefits

- ✓ Create **\$15 million in net savings** after paying for all costs over the life of the program
- ✓ Receive **\$2.8 million in cash subsidy** from the Inflation Reduction Act
- ✓ Reduce electricity bills by over **50%**
- ✓ Hedge against rising PG&E energy costs
- ✓ Install solar before it becomes unviable in the near future
- ✓ Replace HVAC systems past their lives using project savings



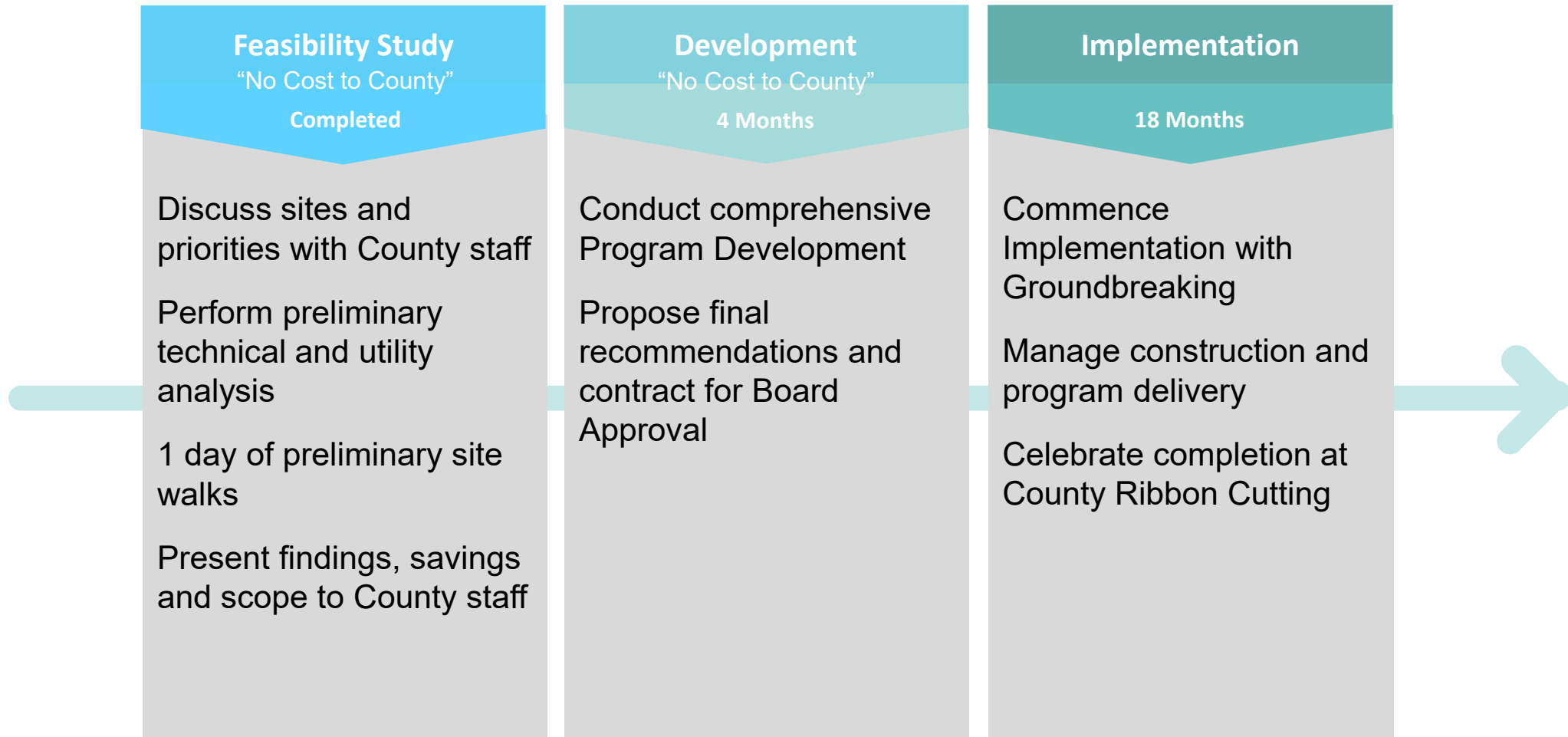
Carbon emissions reduction equivalent of removing 568 cars of the road annually

- ✓ **ENGIE develops project at risk.** No cost to County for moving forward at this stage
- ✓ Install much needed **backup generators using project savings**
- ✓ Improve lighting quality for employees and community members
- ✓ Save maintenance staff's time with long-life LED lighting and new HVAC systems
- ✓ Save administrative time by accomplishing multiple projects simultaneously
- ✓ Stimulate local economy and provide local jobs

Competitive Procurement Process

- **ENGIE Services runs a competitive procurement process for entire program including:**
 - Equipment
 - Installations
 - Financing or Equity Partner
- **No change orders except for explicit scope changes**
- **Transparent pricing process**
- **Prevailing wage**
- **Local subcontractors hired, when possible**
- **Contracting process follows CA Government Code Section 4217**
 - Expedites project development – streamlined, proven design/build process
 - Faster realization of energy savings and other program benefits

Energy Program Timeline



Energy Program Roadmap

- **File Solar Interconnection Application**
April 2023
- **Feasibility Study Presentation to the Board**
July 18, 2023
- **Energy Program Development**
July 2023 – November 2023
- **Tentative Staff and Board Approval of the Project**
December 2023 – January 2024
- **Implementation**
February 2024 – December 2025
- **Celebratory Ribbon Cutting**
January 2026



Project Team

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ENGIE Services U.S.
1712 2nd St., Suite 200
Sacramento, CA 95811



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: August 1, 2023
SUBJECT: Eastern Plumas Rural Fire Protection District; discussion and staff direction.

Recommendation:

Discuss the suspension of fire services by the Eastern Plumas Rural Protection Fire District and give staff direction.

Background and Discussion:

On June 22, 2023, the Eastern Plumas Rural Fire Protection District announced it does not have enough volunteers to maintain a safe response to the community it serves. The notice went onto say: "As a result of this knowledge, and subsequent discussion at an Emergency Board Meeting 6/21/2023, EPRFPD is suspending fire response operations as we restriction, recruit, and reassign duties for this district over the next six months."

EPRFPD ultimately chose not to participate in the formation of the new Beckwourth Peak Fire District and now finds itself with out the means to govern or reorganize.

In September 2022, EPRFPD went through a LAFCO Municipal Services Review. There were several recommendations which included the following:

- 1.) Irregular boundaries
- 2). Serving outside of boundaries without revenue
- 3). Lack of sufficient funding with increased costs
- 4). Meeting expanding standards and requirements
- 5). Disjointed services with lack of consistency
- 6). Duplication of services (i.e.,administration)
- 7). Divided voices limiting influence
- 8). Lack of regional planning
- 9). Reliance almost entirely on volunteers with declining volunteerism
- 10). Larger and more frequent wildfires.

Action:

Discussion and direction to staff.

Fiscal Impact:

Unknown at this time.

Attachments:

1. eastern_plumas_fire_final_adopted_10-17-22



EASTERN PLUMAS FIRE MUNICIPAL SERVICE REVIEW FINAL

Adopted October 17, 2022

Prepared for the
Plumas Local Agency Formation Commission
by Policy Consulting Associates, LLC.

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ACRONYMS

ADWF:	Average dry weather flow
af:	Acre-feet
afa:	Acre-feet per annum
BLS:	Basic Life Support
BOD:	Biological oxygen demands
BOE	California Board of Equalization
CAL FIRE:	California Department of Forestry and Fire Protection
ccf:	Hundreds of cubic feet
CC&R	Covenants, Conditions and Restrictions
CEO:	Chief Executive Officer
CEQA:	California Environmental Quality Act
cfs:	Cubic feet per second
CHP:	California Highway Patrol
CIWMB:	California Integrated Waste Management Board
CIP:	Capital improvement plan
CSA:	County Service Area
CSD:	Community Services District
CSDA:	California Special District Association
CY:	Calendar year
DFG:	California Department of Fish and Game
DME:	Durable Medical Equipment
DOF:	California Department of Finance
DPH:	California Department of Public Health
DWR:	California Department of Water Resources
EMS:	Emergency Medical Services
EMT:	Emergency Medical Technician
EPA:	U.S. Environmental Protection Agency
ERAF:	Educational Revenue Augmentation Fund
FDAC-FASIS:	Fire District Association of California- Fire Agency Self-Insurance System
FEERAM:	Fire Engine Equipment Replacement and Maintenance
FEMA:	Federal Emergency Management Agency
FD:	Fire District
FF:	Firefighter
FPD:	Fire Protection District
FRA:	Federal Responsibility Area
FTE:	Full-Time Equivalent
FY:	Fiscal year
GIS:	Geographic Information Systems
GM:	General Manger
gpd:	Gallons per day
gpm:	Gallons per minute
GP:	General Plan
I/I:	Infiltration and inflow
ISO:	Insurance Services Organization

IRWMP:	Integrated Regional Water Management Plan
JHA:	Jurisdiction having authority
JPA:	Joint Powers Authority
LAFCo:	Local Agency Formation Commission
LEMSA:	Local Emergency Medical Service Agency
LRA:	Local responsibility area
MCL:	Maximum Contaminant Level
mg:	Millions of gallons
mgd:	Millions of gallons per day
MSR:	Municipal services review
MS4:	Municipal separate storm sewer systems
NA:	Not applicable
NFPA:	National Fire Protection Association
NP:	Not provided
NPDES:	National Pollutant Discharge Elimination System
OASA:	Out-of-Area Service Agreement
OES:	Office of Emergency Services
OIT:	Operator in training
OPR:	Governor's Office of Planning and Research
PSAP:	Public Safety Answering Point
PWWF:	Peak wet weather flow
RWQCB:	Regional Water Quality Control Board
SCADA:	Supervisory Control and Data Acquisition
SDMRA:	Special District Risk Management Authority
SDWA:	Safe Drinking Water Act
SOI:	Sphere of influence
SSMP:	Sewer System Management Plan
SSO:	Sewer System Overflow
SWP:	State Water Project
SR:	State Route
SRA:	State Responsibility Area
SWRCB:	State Water Resources Control Board
TDS:	Total dissolvable solids
TMDL:	Total maximum daily load
TSS:	Total suspended solids
USDA:	United States Department of Agriculture
USFS:	United States Forest Service
UWMP:	Urban Water Management Plan
WWTP	Wastewater treatment plant
WTP:	Water treatment plant

PREFACE

Prepared for the Plumas Local Agency Formation Commission (LAFCo), this report is a regional service specific municipal services review—a State-required comprehensive study of certain municipal services within a designated geographic area. This MSR focuses on local agencies in the eastern region of Plumas County that provide fire protection services. Some of the districts reviewed here are multi-service districts and provide some services in addition to fire services, including water, wastewater, parks and recreation, and street lighting services. These additional services will be covered where appropriate in each agency's upcoming MSR.

CONTEXT

Plumas LAFCo is required to prepare this MSR by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §56000, et seq.), which took effect on January 1, 2001. The MSR reviews services provided by public agencies whose boundaries and governance are subject to LAFCo. Those agencies providing fire services in the eastern region of Plumas County are the focus of this review.

CREDITS

The authors extend their appreciation to those individuals at many agencies that provided planning and financial information and documents used in this report. Representatives at each of the agencies put in substantial effort and time updating the data and information from the previous Eastern Plumas Regional MSR (2010). They provided a substantial portion of the information included in this document. Each local agency provided budgets, financial statements, various plans, and comprehensively provided updated information.

Plumas LAFCo Executive Officer, Jennifer Stephenson, provided project direction and review. Dennis Miller prepared maps and provided GIS analysis. This report was prepared by Policy Consulting Associates, LLC, and was authored by Jennifer Stephenson with substantial support from the respective agencies.

1. EXECUTIVE SUMMARY

This report is a Municipal Service Review (MSR) report on fire services provided in Eastern Plumas County prepared for the Plumas Local Agency Formation Commission (LAFCo). An MSR is a State-required comprehensive study of services within a designated geographic area, in this case, Eastern Plumas County. The MSR requirement is codified in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §56000 et seq.). After MSR findings are adopted, the Commission will begin the process of updating the spheres of influence (SOIs) of the agencies covered in this report.

SERVICE PROVIDERS

This report focuses on fire service providers in Eastern Plumas County. Five agencies were reviewed as part of this Municipal Service Review consisting of the following:

- ❖ City of Portola
- ❖ Beckwourth Fire Protection District (FPD)
- ❖ Eastern Plumas Rural Fire Protection District
- ❖ Gold Mountain Community Services District (CSD)
- ❖ Sierra Valley Fire Protection District

In total, there are 20 fire protection providers in Plumas County. Two of the agencies reviewed during this cycle provide multiple services—City of Portola and Gold Mountain Community Services District (CSD). Other services provided are water, wastewater, park and recreation, and road maintenance. While other services are mentioned, the focus of this review is fire protection and EMS services.

SPHERE OF INFLUENCE

Following the adoption of the MSR, LAFCo will update the Sphere of Influence (SOI) for each agency. The existing SOI for each agency covered in this MSR is shown in Figure 1-1. A coterminous SOI is the same as the agency's bounds. An annexable SOI means that the SOI extends beyond the district's bounds where LAFCo previously anticipated annexations may occur. A detachable SOI is smaller than the agency's bounds, meaning the territory extending outside the SOI is anticipated to be detached at some point.

Figure 1-1: Existing Sphere of Influences

Agency	Boundary Area (square miles)	SOI Area (square miles)	SOI Description
City of Portola	5.5	10	Annexable
Beckwourth Fire Protection District	14	190	Annexable
Eastern Plumas Rural Fire Protection District	8	22.5	Annexable
Gold Mounty Community Services District	2	2	Coterminous
Sierra Valley Fire Protection District	220	191	Detachable

GROWTH

Over the last 10 years, the County has experienced overall negative growth of 5.8 percent, as a result of a decline in available jobs and migration to more urban areas. This slow/negative growth and unstable economy pose a challenge for agencies to adequately plan for future needs and anticipate demand.

Projections for future growth made by the California Department of Finance conservatively anticipate negative population growth over the next two decades of -0.27 percent average annual growth.

There are several constraints to growth that are identified in this report, including the lack of a designated fire provider in several areas and a heavy reliance on volunteer personnel.

PLANNING AND MANAGEMENT

There are several areas of planning and management practices where providers could make improvements. Specifically, there is a general lack of tracking of demand and other service indicators, which inform remaining capacity and level of services, in particular for fire services. A majority of the fire agencies do not track their response times for each incident. Response times are the primary indicator of an agency's ability to provide emergency services, and as such, each of the fire agencies should make efforts to track their response times and analyze the results to identify where improvements can be made.

Pre-planning for future capital improvement needs is considered a best management practice, which is recommended for all public agencies regardless of size. All of the agencies reviewed here either entirely lacked a capital improvement plan (CIP) or the plans were lacking in some manner. CIPs can be tailored to the needs of the agency but should include a list of anticipated replacement and improvement needs with an anticipated timeline for completion and a financial plan for achieving those goals. It is recommended that a CIP have a planning horizon of at least five years and be updated annually to reflect current conditions. An adequate CIP can minimize deferred maintenance, ensure that rates are set to cover anticipated costs, and curtail the need for indebtedness.

ACCOUNTABILITY

Of the five agencies reviewed, four maintain websites where documents and information are made available to the public— City of Portola, Beckwourth FPD, Eastern Plumas Rural FPD, and Gold Mountain CSD. It is a recommended practice and legally required that public agencies maintain a website where all district information is readily available to constituents.

Generally, the districts in the region face a lack of public interest in district activities as demonstrated by little to no attendance at board meetings, vacancies on boards, and a lack of contested elections. Many boards face challenges in maintaining a full governing body and are plagued with fairly high turnover and frequent vacancies. This struggle is amplified in areas with very low populations. Generally, the fire districts have been challenged in maintaining full and legally-seated governing bodies. Over the last decade, the districts have failed to appropriately renew terms for already seated members, have appointed board

members that do not meet the legal requirements to sit on the board, and have failed to inform the County Clerk regarding any changes to their board members. At present, it appears that the agencies reviewed have corrected any such errors in their governing body composition.

Overall, all agencies reviewed demonstrated accountability by performing outreach activities beyond what is required and having a system in place to address customers' complaints. In addition, all five agencies cooperated with Plums LAFCo's municipal service review process and requests for information.

SERVICE CHALLENGES

All fire protection and EMS providers in the region have identified significant challenges to providing adequate service levels, thus the impetus to analyzing alternate services structures at a regional level. Challenges to service include, but are not limited to, the following:

- ❖ Irregular boundaries,
- ❖ Serving outside of boundaries without revenue,
- ❖ Lack of sufficient funding with increased costs,
- ❖ Meeting expanding standards and requirements,
- ❖ Disjointed services with lack of consistency,
- ❖ Duplication of services (i.e., administration),
- ❖ Divided voices limiting influence,
- ❖ Lack of regional planning,
- ❖ Reliance almost entirely on volunteers with declining volunteerism, and
- ❖ Larger and more frequent wildfires.

While not all territory within the County has a designated local fire protection provider, all territory within the County has a determined first responder for dispatch and response as staffing resources allow. These fire agencies have agreed to respond outside of their LAFCo-approved boundary to provide fire and medical emergency response when an incident is not within the purview of the U.S. Forest Service. Providers do not receive compensation for these responses outside of their bounds unless the agency has a fee system in place to charge the caller for the response.

Each of the fire service providers reviewed here has a service area larger than its boundaries. Agencies have had little success in charging for services provided outside of boundaries. Consequently, the providers only charge when responding to fires in State Responsibility Areas or Federal Responsibility Areas.

It is recommended that these areas be annexed or included in any fire reorganization option considered by the agencies. To encourage annexation and thus countywide fire service coverage, the County should adopt a master tax sharing agreement with fire districts. Currently, when a fire district annexes territory the tax sharing agreement is negotiated on a case-by-case basis. A master tax sharing agreement would promote efficiency by

eliminating the need for multiple negotiations. In addition, it would encourage annexation of unserved areas, as the agreement would provide certainty in the process and the shared tax amount.

A majority of the agencies reviewed reported that financing was a challenge to providing effective fire and emergency medical services. People are moving out of the County in search of jobs and most planned or proposed developments are on hold. In an effort to cut or minimize costs many agencies are deferring any significant capital purchases or improvements. Financing constraints are occurring the face of ever-expanding requirements and costs. Most recently, gas prices have been at an all-time high and inflation has reached rates not seen since 1979, which impacts the cost to provide all services, including fire services.

Irregular boundaries and the number of fire providers in a small area, contribute to challenges in coordination, consistency in training and response, and planning. Consequently, the region, and the County is plagued by disjointed local fire services. This structure also lends itself to duplication of efforts and expenses. For example, each of the fire districts maintains staff for administrative purposes.

This lack of coordination and collaboration limits the agencies' ability to plan at a regional level and leverage resources and influence, particularly with regard to grant writing and contract negotiations.

Overall, many agencies demonstrated a heavy reliance on volunteers, which allows them to provide services at a minimal cost. The fire departments are comprised largely of volunteer firefighters, most of them with minimal or no paid staff. There are several challenges to relying heavily on volunteers to provide services, including 1) heavy volunteerism among board members can lead to burn out or a lack of interest in serving on the board, which may lead to heavy turnover rates among board members, 2) should long-term volunteers choose to stop offering their time, the agencies will need to find a means to cover the additional expenditures to pay competitive prices to personnel, 3) fire departments are struggling to find dependable volunteer firefighters and retain them long enough to capitalize on the time intensive training. Due to a struggling economy, volunteerism is on the decline as people leave the County or are working more at paid jobs.

Finally, last year with the Dixie Fire, Plumas County felt the severe impact of the recent trend of larger and more frequent wildfires. Along the west coast, in recent years, dryer summers have led to more catastrophic wildfires that are some of the largest experienced modern history. These wildfires require well-organized, well-equipped, and reliable fire protection to prevent, combat, and contain.

GOVERNANCE OPTIONS

Over the course of this MSR and many discussions with regional fire providers, the challenge above were discussed and provided an impetus to discussions of reorganization to best address these issues and better serve the residents of eastern Plumas. Governance options identified included the following:

- ❖ Service structure to remain as is or status quo, with the possibility of changes in contract services,

- ❖ Formation of a joint powers authority for some or all fire-related services,
- ❖ Annexation of the territory within one or many fire providers by another fire provider, and the subsequent dissolution of those annexed districts, or divestiture of fire protection powers by the City or CSD, ultimately forming a single fire agency,
- ❖ Full consolidation of all fire providers, essentially forming a new district with the combined existing boundaries of all of the agencies,
- ❖ Formation of a new regional fire protection district with boundaries defined by the applicant.

In response to the options presented, the affected agencies, consisting of the City of Portola, Beckwourth FPD, Eastern Plumas Rural FPD, Gold Mountain CSD, and Sierra Valley FPD designed a memorandum of understanding to form the Local Emergency Services Study Group (LESSG). The LESSG is a framework for cooperative and collaborative action to explore ways to strengthen and improve the provision of fire and emergency services throughout the Five Agencies' service areas. In October of 2020, following ten months of meetings with numerous stakeholders, the decision of the Five Agencies was unanimous to create a new single fire district that will provide fire and emergency medical response services, thus dissolving the existing Districts or relinquishing their fire and EMS authority, as the most effective, efficient, and economical choice available. As of October 2021, EPRFPD's Board chose to remove the District from participation in the feasibility study. The feasibility study was conducted by independent contractors and ultimately determined that formation of a new fire district is a practical and affordable solution to many of the challenges faced by fire providers in the region.

2. LAFCo AND MUNICIPAL SERVICES REVIEWS

This report is prepared pursuant to legislation enacted in 2000 that requires LAFCo to conduct a comprehensive review of municipal service delivery and update the spheres of influence (SOIs) of all agencies under LAFCo's jurisdiction. This chapter provides an overview of LAFCo's history, powers and responsibilities. It discusses the origins and legal requirements for preparation of the municipal services review (MSR). Finally, the chapter reviews the process for MSR review, MSR approval and SOI updates.

LAFCo OVERVIEW

After World War II, California experienced dramatic growth in population and economic development. With this boom came a demand for housing, jobs and public services. To accommodate this demand, many new local government agencies were formed, often with little forethought as to the ultimate governance structures in a given region, and existing agencies often competed for expansion areas. The lack of coordination and adequate planning led to a multitude of overlapping, inefficient jurisdictional and service boundaries, and the premature conversion of California's agricultural and open-space lands.

Recognizing this problem, in 1959, Governor Edmund G. Brown, Sr. appointed the Commission on Metropolitan Area Problems. The Commission's charge was to study and make recommendations on the "misuse of land resources" and the growing complexity of local governmental jurisdictions. The Commission's recommendations on local governmental reorganization were introduced in the Legislature in 1963, resulting in the creation of a Local Agency Formation Commission, or "LAFCo," operating in every county.

Plumas LAFCo was first staffed by the County Planning Department, which undertook the first Spheres of Influence in 1974. The Department had more pressing priorities and as a result LAFCo was maintained at a minimally acceptable level for the time.

LAFCo was formed by the Legislature as a countywide agency to discourage urban sprawl and encourage the orderly formation and development of local government agencies. LAFCo is responsible for coordinating logical and timely changes in local governmental boundaries, including annexations and detachments of territory, incorporations of cities, formations of special districts, and consolidations, mergers and dissolutions of districts, as well as reviewing ways to reorganize, simplify, and streamline governmental structure. The Commission's efforts are focused on ensuring that services are provided efficiently and economically while agricultural and open-space lands are protected. To better inform itself and the community as it seeks to exercise its charge, LAFCo conducts service reviews to evaluate the provision of municipal services within the County.

LAFCo regulates, through approval, denial, conditions and modification, boundary changes proposed by public agencies or individuals. It also regulates the extension of public services by cities and special districts outside their jurisdictional boundaries. LAFCo is empowered to initiate updates to the SOIs and proposals involving the dissolution or consolidation of special districts, mergers, establishment of subsidiary districts, and any

reorganization including such actions. Otherwise, LAFCo actions must originate as petitions or resolutions from affected voters, landowners, cities or districts.

Plumas LAFCo consists of five regular members: two members from the Plumas County Board of Supervisors, two city council members, and one public member who is appointed by the other members of the Commission. There is an alternate in each category. All Commissioners are appointed to four-year terms. Any member appointed on behalf of local government shall represent the interests of the public as a whole and not solely the interest of the appointing authority Government Code Section 56325.1

Figure 2-1: Commission Members, 2022

Appointing Agency	Members	Alternate Members
Two members from the Board of Supervisors appointed by the Board of Supervisors.	Kevin Goss Sharon Thrall	Jeff Engel
Two members representing the cities in the County. Must be city officer and appointed by the City Selection Committee.	Tom Cooley Bill Powers	Pat Morton
One member from the general public appointed by the other four commissioners.	Matthew Haesche	Terrell Swofford

MUNICIPAL SERVICES REVIEW ORIGINS

The MSR requirement was enacted by the Legislature months after the release of two studies recommending that LAFCOs conduct reviews of local agencies. The “Little Hoover Commission” focused on the need for oversight and consolidation of special districts, whereas the “Commission on Local Governance for the 21st Century” focused on the need for regional planning to ensure adequate and efficient local governmental services as the California population continues to grow.

Little Hoover Commission

In May 2000, the Little Hoover Commission released a report entitled Special Districts: Relics of the Past or Resources for the Future? This report focused on governance and financial challenges among special districts, and the barriers to LAFCo’s pursuit of district consolidation and dissolution. The report raised the concern that “the underlying patchwork of special district governments has become unnecessarily redundant, inefficient and unaccountable.”

In particular, the report raised concern about a lack of visibility and accountability among some independent special districts. The report indicated that many special districts hold excessive reserve funds and some receive questionable property tax revenue. The report

expressed concern about the lack of financial oversight of the districts. It asserted that financial reporting by special districts is inadequate, that districts are not required to submit financial information to local elected officials, and concluded that district financial information is “largely meaningless as a tool to evaluate the effectiveness and efficiency of services provided by districts, or to make comparisons with neighboring districts or services provided through a city or county.”¹

The report questioned the accountability and relevance of certain special districts with uncontested elections and without adequate notice of public meetings. In addition to concerns about the accountability and visibility of special districts, the report raised concerns about special districts with outdated boundaries and outdated missions. The report questioned the public benefit provided by healthcare districts that have sold, leased or closed their hospitals, and asserted that LAFCOs consistently fail to examine whether they should be eliminated. The report pointed to service improvements and cost reductions associated with special district consolidations, but asserted that LAFCOs have generally failed to pursue special district reorganizations.

The report called on the Legislature to increase the oversight of special districts by mandating that LAFCOs identify service duplications and study reorganization alternatives when service duplications are identified, when a district appears insolvent, when district reserves are excessive, when rate inequities surface, when a district’s mission changes, when a new city incorporates and when service levels are unsatisfactory. To accomplish this, the report recommended that the State strengthen the independence and funding of LAFCOs, require districts to report to their respective LAFCOs, and require LAFCOs to study service duplications.

Commission on Local Governance for the 21st Century

The Legislature formed the Commission on Local Governance for the 21st Century (“21st Century Commission”) in 1997 to review statutes on the policies, criteria, procedures and precedents for city, county and special district boundary changes. After conducting extensive research and holding 25 days of public hearings throughout the State at which it heard from over 160 organizations and individuals, the 21st Century Commission released its final report, *Growth Within Bounds: Planning California Governance for the 21st Century*, in January 2000.² The report examines the way that government is organized and operates, and establishes a vision of how the State will grow by “making better use of the often invisible LAFCOs in each county.”

The report points to the expectation that California’s population will double over the first four decades of the 21st Century, and raises concern that our government institutions were designed when our population was much smaller and our society was less complex. The report warns that without a strategy open spaces will be swallowed up, expensive freeway extensions will be needed, job centers will become farther removed from housing, and this will lead to longer commutes, increased pollution and more stressful lives. *Growth Within*

¹ Little Hoover Commission, 2000, page 24.

² The Commission on Local Governance for the 21st Century ceased to exist on July 1, 2000, pursuant to a statutory sunset provision.

Bounds acknowledges that local governments face unprecedented challenges in their ability to finance service delivery since voters cut property tax revenues in 1978 and the Legislature shifted property tax revenues from local government to schools in 1993. The report asserts that these financial strains have created governmental entrepreneurship in which agencies compete for sales tax revenue and market share.

The 21st Century Commission recommended that effective, efficient and easily understandable government be encouraged. In accomplishing this, the 21st Century Commission recommended consolidation of small, inefficient or overlapping providers, transparency of municipal service delivery to the people, and accountability of municipal service providers. The sheer number of special districts, the report asserts, “has provoked controversy, including several legislative attempts to initiate district consolidations,”³ but cautions LAFcos that decisions to consolidate districts should focus on the adequacy of services, not on the number of districts.

Growth Within Bounds stated that LAFcos cannot achieve their fundamental purposes without a comprehensive knowledge of the services available within its county, the current efficiency of providing service within various areas of the county, future needs for each service, and expansion capacity of each service provider. Comprehensive knowledge of water and sanitary providers, the report argued, would promote consolidations of water and sanitary districts, reduce water costs and promote a more comprehensive approach to the use of water resources. Further, the report asserted that many LAFcos lack such knowledge and should be required to conduct such a review to ensure that municipal services are logically extended to meet California’s future growth and development.

MSRs would require LAFcos to look broadly at all agencies within a geographic region that provide a particular municipal service and to examine consolidation or reorganization of service providers. The 21st Century Commission recommended that the review include water, wastewater, and other municipal services that LAFco judges to be important to future growth. The Commission recommended that the service review be followed by consolidation studies and be performed in conjunction with updates of SOIs. The recommendation was that service reviews be designed to make nine determinations, each of which was incorporated verbatim in the subsequently adopted legislation. The Legislature since consolidated the determinations into six, and most recently seven required findings.

MUNICIPAL SERVICES REVIEW LEGISLATION

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires LAFco review and update SOIs not less than every five years and to review municipal services before updating SOIs. The requirement for service reviews arises from the identified need for a more coordinated and efficient public service structure to support California’s anticipated growth. The service review provides LAFco with a tool to study existing and future public service conditions comprehensively and to evaluate organizational options for accommodating growth, preventing urban sprawl, and ensuring that critical services are provided efficiently.

³ Commission on Local Governance for the 21st Century, 2000, page 70.

Effective January 1, 2008, Government Code §56430 requires LAFCo to conduct a review of municipal services provided in the county by region, sub-region or other designated geographic area, as appropriate, for the service or services to be reviewed, and prepare a written statement of determination with respect to each of the following topics:

- ❖ Growth and population projections for the affected area;
- ❖ Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies;
- ❖ Financial ability of agencies to provide services;
- ❖ Status of, and opportunities for shared facilities;
- ❖ Accountability for community service needs, including governmental structure and operational efficiencies; and
- ❖ Any other matter related to effective or efficient service delivery, as required by commission policy.

As of July 1st, 2012, SB 244 signed by the governor on October 7, 2011 requires an additional written statement of determination to be included in a municipal service review regarding:

- ❖ The location and characteristics of disadvantaged unincorporated communities within or contiguous to the agency's SOI.

In addition, for those agencies that provide water wastewater and/or structural fire protection the new law mandates the determination on the present and planned capacity of public facilities, adequacy of public services and infrastructure needs or deficiencies to include needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated community within or contiguous to the sphere of influence.

MUNICIPAL SERVICES REVIEW PROCESS

For local agencies, the MSR process involves the following steps:

- ❖ Outreach: LAFCo outreach and explanation of the project
- ❖ Data Discovery: provide documents and respond to LAFCo questions
- ❖ Map Review: review and comment on LAFCo draft map of the agency's boundary and sphere of influence
- ❖ Profile Review: internal review and comment on LAFCo draft profile of the agency
- ❖ Public Review Draft MSR: review and comment on LAFCo draft MSR
- ❖ LAFCo Hearing: attend and provide public comments on MSR

MSRs are exempt from California Environmental Quality Act (CEQA) pursuant to §15262 (feasibility or planning studies) or §15306 (information collection) of the CEQA Guidelines. LAFCo's actions to adopt MSR determinations are not considered "projects" subject to CEQA.

The MSR process does not require LAFCo to initiate changes of organization based on service review findings, only that LAFCo identify potential government structure options.

However, LAFCo, other local agencies, and the public may subsequently use the determinations to analyze prospective changes of organization or reorganization or to establish or amend SOIs. Within its legal authorization, LAFCo may act with respect to a recommended change of organization or reorganization on its own initiative (e.g., certain types of consolidations), or in response to a proposal (i.e., initiated by resolution or petition by landowners or registered voters).

Once LAFCo has adopted the MSR determinations, it must update the SOIs for the agencies reviewed here. The LAFCo Commission determines and adopts the spheres of influence for each agency. A CEQA determination is made by LAFCo on a case-by-case basis for each sphere of influence action and each change of organization, once the proposed project characteristics are sufficiently identified to assess environmental impacts.

SPHERE OF INFLUENCE UPDATES

The Commission is charged with developing and updating the Sphere of Influence (SOI) for each city and special district within the county.⁴

An SOI is a LAFCo-approved plan that designates an agency's probable future boundary and service area. Spheres are planning tools used to provide guidance for individual boundary change proposals and are intended to encourage efficient provision of organized community services and prevent duplication of service delivery. Territory cannot be annexed by LAFCo to a city or district unless it is within that agency's sphere.

The purposes of the SOI include the following: to ensure the efficient provision of services, discourage urban sprawl and premature conversion of agricultural and open space lands, and prevent overlapping jurisdictions and duplication of services.

LAFCo cannot directly regulate land use, dictate internal operations or administration of any local agency, or set rates. LAFCo is empowered to enact policies that indirectly affect land use decisions. On a regional level, LAFCo promotes logical and orderly development of communities as it considers and decides individual proposals. LAFCo has a role in reconciling differences between agency plans so that the most efficient urban service arrangements are created for the benefit of current and future area residents and property owners.

The Cortese-Knox-Hertzberg (CKH) Act requires to develop and determine the SOI of each local governmental agency within the county and to review and update the SOI every five years. LAFCos are empowered to adopt, update and amend the SOI. They may do so with or without an application and any interested person may submit an application proposing an SOI amendment.

While SOIs are required to be updated every five years, as necessary, this does not necessarily define the planning horizon of the SOI. The term or horizon of the SOI is determined by each LAFCo. In the case of Plumas LAFCo, the Commission's policies state that an agency's near term SOI shall generally include land that is anticipated to be annexed within the next five years, while the agency's long-term SOI shall include land that is within

⁴ The initial statutory mandate, in 1971, imposed no deadline for completing sphere designations. When most LAFCos failed to act, 1984 legislation required all LAFCos to establish spheres of influence by 1985.

the probable growth boundary of an agency and therefore anticipated to be annexed in the next 20 years.

LAFCo may recommend government reorganizations to particular agencies in the county, using the SOIs as the basis for those recommendations.

In determining the SOI, LAFCo is required to complete an MSR and adopt the six determinations previously discussed.

In addition, in adopting or amending an SOI, LAFCo must make the following determinations:

- ❖ Present and planned land uses in the area, including agricultural and open-space lands;
- ❖ Present and probable need for public facilities and services in the area;
- ❖ Present capacity of public facilities and adequacy of public service that the agency provides or is authorized to provide;
- ❖ Existence of any social or economic communities of interest in the area if the Commission determines these are relevant to the agency; and
- ❖ Present and probable need for public facilities and services of any disadvantaged unincorporated communities within the existing Sphere of Influence for those agencies that provide water, wastewater and/or structural fire protection.

The CKH Act stipulates several procedural requirements in updating SOIs. It requires that special districts file written statements on the class of services provided and that LAFCo clearly establish the location, nature and extent of services provided by special districts.

By statute, LAFCo must notify affected agencies 21 days before holding the public hearing to consider the SOI and may not update the SOI until after that hearing. The LAFCo Executive Officer must issue a report including recommendations on the SOI amendments and updates under consideration at least five days before the public hearing.

DISADVANTAGED UNINCORPORATED COMMUNITIES

LAFCo is required to evaluate disadvantaged unincorporated communities as part of this service review, including the location and characteristics of any such communities.

Senate Bill (SB) 244 (Wolk) was adopted into law in 2011 and took effect on January 1, 2012. Now codified as Government Code §56425(e)5, its purpose is to begin to address the complex legal, financial, and political barriers that contribute to regional inequity and infrastructure deficits within disadvantaged unincorporated communities (DUCs). Identifying and including these communities in the long-range planning of a city or a special district which provides water, wastewater or fire protection services, is required by Government Codes §56425(e)5.

Government Code §56033.5 defines a DUC as 1) all or a portion of a “disadvantaged community” as defined by §79505.5 of the Water Code, and as 2) “inhabited territory” (12 or more registered voters), as defined by §56046, or as determined by Commission policy.

The Cortese-Knox-Hertzberg Local Government Reorganization Act (CKH) requires LAFCo to make determinations regarding DUCs when considering a change of organization,

reorganization, SOI expansion, and when conducting Municipal Service Reviews. For any updates to an SOI of a local agency (city or special district) that provides public facilities or services related to sewer, municipal and industrial water, or structural fire protection, LAFCO shall consider and prepare written determinations regarding the present and planned capacity of public facilities and adequacy of public services, and infrastructure needs or deficiencies for any disadvantaged unincorporated community within or contiguous to the SOI of a city or special district providing sewers, municipal and industrial water, or structural fire protection.⁵

CKH prohibits LAFCO from approving an annexation to a city of any territory greater than 10 acres if a DUC is contiguous to the proposed annexation, unless an application to annex the DUC has been filed with LAFCO. An application to annex a contiguous DUC shall not be required if a prior application for annexation of the same DUC has been made in the preceding five years or if the Commission finds, based upon written evidence, that a majority of the registered voters within the affected territory are opposed to annexation.⁶

Based on American Community Survey 2016-2020 Census Tract information, the entirety of the study area and the boundaries within and immediately adjacent to each of the five reviewed fire providers is defined as disadvantaged. While the City of Portola is incorporated, the remainder of the territory meets the definition of a disadvantaged unincorporated community as defined in Water Code §79505.5. Census Tract 000300 encompasses the entirety of the service area and has a population of 4,484 comprising 2,051 households with a median income of \$48,238.

⁵ Government Codes §56425(e)5, Present and Probable need; disadvantaged unincorporated communities

⁶ (California Government Codes section 56375 (a) (8) (A)) (LAFCO GIS, 2020)

3. GOVERNANCE STRUCTURE OPTIONS

This chapter identifies and analyzes governance structure options for fire protection and EMS services in eastern Plumas County.

As part of this MSR, LAFCO is required to identify potential governmental structure options and operational efficiencies upon which the agencies may be able to capitalize. Amongst those options are reorganizations in multiple forms and other boundary or SOI changes to address some inconsistencies.

Over the course of this review several forms of collaboration and reorganization were recognized that may benefit the fire providers. Options include functional consolidation alternatives where fire providers consolidate a portion of the fire functions or full consolidation of two or more agencies. Examples of functional consolidation include 1) a joint powers authority between two or more agencies to conduct specific types of services (i.e., administration) or all functions and operations related to fire services, and 2) contracting for services from another provider. These options are discussed in more detail in the following sections.

BENEFITS OF CONSOLIDATION/REORGANIZATION

Generally, consolidation/reorganization of fire providers promotes efficiency, cost savings, and public safety. The primary benefit is economies of scale, which may be achieved in several areas. Larger fire providers can more efficiently coordinate deployment of fire personnel when multiple incidents occur simultaneously or large incidents occur, as they can automatically implement a move up in coverage to provide a better back up of engines and personnel. Reorganization may offer opportunities to share and/or reconfigure fire station locations and apparatus. This may apply to training facilities as well. Restructuring of staff could result in a more efficient fire service organization.

Newly reorganized districts reported observing cost savings from reduced management personnel and insurance costs.⁷ Other cost savings opportunities may be the closing of redundant stations and the elimination of surplus administrative staff. Combining resources may allow districts to sell surplus vehicles, reducing the overall age of fleet.

In addition to enhanced efficiency, cost savings, and public safety, the reorganization has the potential to bring about several unquantifiable improvements. A larger agency with dedicated administrative staff could also allow for more allocated time towards implementing best management practices, such as strategic plans, and improved accountability to the public through more dedicated time to address inquiries and public concerns, as well as conduct outreach efforts. Larger professionally run agencies have greater public visibility and invite greater public interest in their operations, as well as the potential for augmented funding sources. Furthermore, reorganization in any form would support regionalization of information gathering and sharing. As mentioned, the agencies

⁷ Marin LAFCO.

could benefit from standardization of response time gathering throughout the study area and sharing of this information, which would be a critical step in identifying potential efficiency enhancements.

According to multiple FEMA studies, a more regionalized fire protection agency increases coordination and unified leadership by eliminating the fragmentation of government. In areas of the United States with more fragmented government, economic decline and stagnation has been more prevalent. Fragmentation takes place when there is an absence of a single government with the ability to look out for what is best for the whole region.

Opportunities are created simply by the larger size of an organization. Reorganization would allow staff to respond in a larger geographical area such as the jurisdiction in which they work, in addition to where they live. This may be particularly beneficial where volunteer fire districts struggle to maintain daytime staffing because of local residents commuting for their jobs.

Reorganization of government entities makes them more socially and fiscally balanced by improved citizen participation, a more equitable distribution of taxes and services, and the potential for better economic development opportunities.

FUNCTIONAL CONSOLIDATION

Functional consolidation and other cooperative service agreements have the potential to improve the overall efficiency and effectiveness of emergency services, which can be achieved by a more efficient use of scarce resources and a reduction in equipment needs and duplicate efforts, and at the same time promote greater flexibility. Operational and political challenges can be overcome through functional consolidation. Boundary disputes can be minimized with the closest and most appropriate resources being dispatched. This will foster rational service response zones and the likelihood of faster response. A functional consolidation would allow each agency to retain its identity while at the same time combining resources or specialty assets.

A consolidation will likely require one or both organizations to relinquish their names. Consolidations can create animosity by and between firefighters, fire officers and elected officials. Although a long-term goal may well be a full consolidation, a functional consolidation may be better suited within fire agencies or as an initial step in the process. This arrangement may also allow each party the opportunity to enjoy the benefits of the relationship, while at the same time preventing any loss of autonomy and local control.

There are two basic types of agreements that fire providers can enter into that constitute functional consolidations—contracts and joint powers agreements. Contracts are used when jurisdictions agree to provide a service to another for a set fee. Joint agreements include the fire service standard of mutual aid as well as joint power agreements. A joint power agreement is a partial consolidation of functions among two or more jurisdictions. It can be further expanded to create a joint power authority agreement where a completely separate organization is established to provide a service on behalf of the participating jurisdictions.

Joint Powers Authority

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific activity.

A joint powers agreement is a formal legal agreement between two or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services. Officials from those public agencies formally approve a cooperative arrangement. A joint powers agreement is like a confederation of governments that works together and shares resources for mutual support or common actions. The government agencies that participate in joint powers agreements are called member agencies. With a joint powers agreement, a member agency agrees to be responsible for delivering a service on behalf of the other member agencies. Each joint powers agreement is unique as there is no set formula for how governments should use their joint powers. One agency will administer the terms of the agreement, which may be a short-term, long-term, or perpetual service agreement.

A joint powers authority (JPA) is a new separate government organization created by the member agencies, but is legally independent from them. Like a joint powers agreement (in which an agency administers the terms of the agreement) a JPA shares powers common to the member agencies and those powers are outlined in the JPA agreement. Agencies create JPAs to deliver more cost-effective services, eliminate duplicative efforts, and consolidate services into a single agency.

A joint powers authority offers the advantages of a more ephemeral and potentially more limited consolidation (e.g., training), continued accountability and local control, and a potential structure to overcome inherent financial incompatibilities among the providers towards future consolidation.

Collaboration by the means of JPAs does not currently exist among the eastern Plumas County providers. As mentioned earlier, creation of a JPA would be a significant step towards full consolidation (if this is a goal) for both districts and fire departments.

Contracting for Services

Contracting for certain services from other agencies offers an opportunity to test a service structure prior to committing to full reorganization and may also offer cost efficiencies depending on the structure and participating agencies. Contracts for services are a way to build closer ties between agencies. At present, the agencies review already share resources through extensive contract service provision, with EPRFPD providing contract services to C-Road CSD and Gold Mountain CSD and Beckwourth FPD providing contract services to the City of Portola. This contract service structure has improved efficiency of services and prompted greater collaboration amongst the agencies at a regional level.

FORMATION OF A NEW FIRE DISTRICT

A governance option specific to the conditions in eastern Plumas is formation of a new fire protection district and dissolution or divestiture of fire powers by the multi-service agencies.

Formation of a new district would allow for the territory currently not within a fire district to be included upon formation, as opposed to attempting to address those areas through a series of multiple annexations. Thus, the new district could start fresh by creating new logical boundaries from the outset.

A new district would eliminate any former history or power struggles between existing agencies and ensure that there is no debate regarding which agency would be the successor, as would be the case in the annexation and dissolution scenario.

A new agency could address funding needs for an improved level of services with a new tax measure on the election ballot that includes all served properties.

Similar to consolidation and the annexation/dissolution options, formation of a new district would 1) better leverage resources, 2) improve consistency of policies and practices, and 3) ensure regional planning and implementation.

NEXT STEPS

There are five fire agencies (Beckwourth Fire Department (Beckwourth), City of Portola (City), Eastern Plumas Rural Fire Protection District (EPRFPD), Gold Mountain Community Services District (GMCSO), and Sierra Valley Fire Protection District (Sierra Valley), (collectively the Five Agencies)) facing similar issues in recruiting volunteers, financing, training, and administrative compliance. These concerns led to the execution of a Memorandum of Understanding (MOU) regarding the reorganization of fire and emergency services including the Five Agencies. The parties executed the MOU in January 2020. It created the Local Emergency Services Study Group (LESSG), a framework for cooperative and collaborative action to explore ways to strengthen and improve the provision of fire and emergency services throughout the Five Agencies' service areas.

In October of 2020, following ten (10) months of meetings with the Plumas Local Agency Formation Commission (LAFCO), CAL FIRE, Plumas National Forest Service, Plumas County officials, legal counsels, and the surrounding area fire departments, the LESSG along with the new Plumas County District 1 Supervisor Dwight Ceresola arrived at a consensus. The decision of the Five Agencies was unanimous to creating a new single fire district that will provide fire and emergency medical response services (New District), thus dissolving the existing Districts or relinquishing their fire and EMS authority, is the most effective, efficient, and economical choice available.

The City, on behalf of the LESSG, sought proposals from qualified professional consulting firms. The Five Agencies ultimately chose Planwest Partners, Inc. to conduct the feasibility study that determines if formation of a New District to replace the fire and emergency medical response services provided by the Five Agencies will improve services and related costs to the community. Prior to initiation of the feasibility study, EPRFPD's Board chose to remove the District from participation in the feasibility study.

The feasibility study was conducted and ultimately determined that formation of a New District is a practical and affordable solution to many of the challenges faced by fire providers in the region. The governing bodies of each of the member agencies will now be asked to confirm their intent to take part in the reorganization process, which will include the following general steps:

- 1) All agency Spheres of Influence will be updated prior to consideration of application to ensure consistency,
- 2) All affected agencies must adopt similar resolutions of application,
- 3) Application compiled and submitted to LAFCo,
- 4) Consideration by LAFCo at a public hearing, and
- 5) Election by registered voters to approve formation.

LAFCo has indicated support of these efforts by approving a reduced application cost of up to \$12,000 for the reorganization efforts.

4. CITY OF PORTOLA

The City of Portola provides general government services in the form of city administration, finance, building inspection, public works, and community development. In addition to these services, the City provides water treatment and distribution, wastewater collection and treatment, storm drainage, park and recreation, road maintenance and snow removal services. The City provides some services outside corporate boundaries, including water and wastewater, as detailed in the Extraterritorial Services section of this chapter. The City contracts with Plumas County for law enforcement and animal control services. City codes are enforced by a contract code enforcement officer. The City contracts with Beckwourth Fire Protection District for fire protection and Emergency Medical Services (EMS). Solid waste collection is provided by Intermountain Disposal by franchise agreement. The library is a branch of the Plumas County Library and is funded entirely by the County. Liberty Energy provides electric power to Portola by ordinance granting franchise. An MSR covering all services offered by the City was last completed in 2010. This MSR focuses solely on fire services offered by the City.

AGENCY OVERVIEW

Background

The City of Portola, incorporated on May 14, 1946, was formed as a general law city. It is the only incorporated city in Plumas County. Since that time, there have been two efforts to disincorporate the City; neither has had LAFCo approval.

The City is located along SR 70, west of the Sierra Valley, approximately 50 miles from Reno, Nevada. The City is surrounded by the Plumas National Forest, and lies east of the crest of the Sierra Nevada mountain range. The Middle Fork Feather River, the Union Pacific Railroad, and SR 70 run parallel through the valley and divide the City in distinctly separate north and south sectors.

Boundaries

The City's existing boundaries, including annexed, undeveloped areas cover an area of 5.5 square miles or 3,490 acres.⁸ As shown in Figure 1-2, the boundaries generally extend from the edge of the Portola Highlands (formerly known as Woodbridge at Portola) development to the south, including the Portola 192 development, then continuing north crossing the Feather River, Union Pacific rail lines along the western edge of the City, continuing north along Lake Davis Road, incorporating the Teanna Ranch annexation, then along Joy Way from Lake Davis Road to Meadow Way, continuing south through Riverwalk Park, crossing the Feather River and Union Pacific rail lines to the eastern edge of the Portola Highlands development. The proposed Portola 192 subdivision (Final Map approved) has been dubbed as such since it has 192 acres and will have approximately 200 equivalent dwelling units. The Teanna Ranch annexation is 2,028-acre area is undeveloped. It is

⁸ Total agency area calculated in GIS software based on agency boundaries as of July 1, 2011. The data is not considered survey quality.

presently under a Williamson Act contract and cannot be developed unless the Williamson Act contract is cancelled.

Plumas LAFCo records date back to 1966, and the State Board of Equalization (BOE) maintains records of officially recorded boundary changes since 1948. Over this time frame, LAFCo and BOE records indicate there have been 11 modifications to the City's boundaries—all of which were annexations. Three of the annexations (Reed Territory, Dayton Property and Joy Property) were not recorded by the Board of Equalization, and therefore the City and LAFCo should work together to determine whether these annexations were satisfactorily completed and submitted for recording by the State and ensure that the City's Tax Rate Area is consistent with BOE records. Refer to Figure 4-1 for list of the boundary changes.

Figure 4-1: City of Portola Boundary History

<i>Project Name</i>	<i>Type of Action</i>	<i>Date</i>	<i>Source</i>
Holsinger	Annexation	1979	LAFCo, BOE
Lake Davis Road	Annexation	1983	LAFCo, BOE
North Area, Lake Davis Road	Annexation	1984	LAFCo, BOE
Reed Territory	Annexation	1984	LAFCo
Joy Way	Annexation	1984	LAFCo, BOE
Francisco Territory	Annexation	1995	LAFCo, BOE
Portola 192	Annexation	1999	LAFCo, BOE
North Joy Way	Annexation	2003	LAFCo, BOE
Teanna Ranch	Annexation	2003	LAFCo, BOE
Dayton Property	Annexation	2007	LAFCo
Joy Property	Annexation	2008	LAFCo

Sphere of Influence

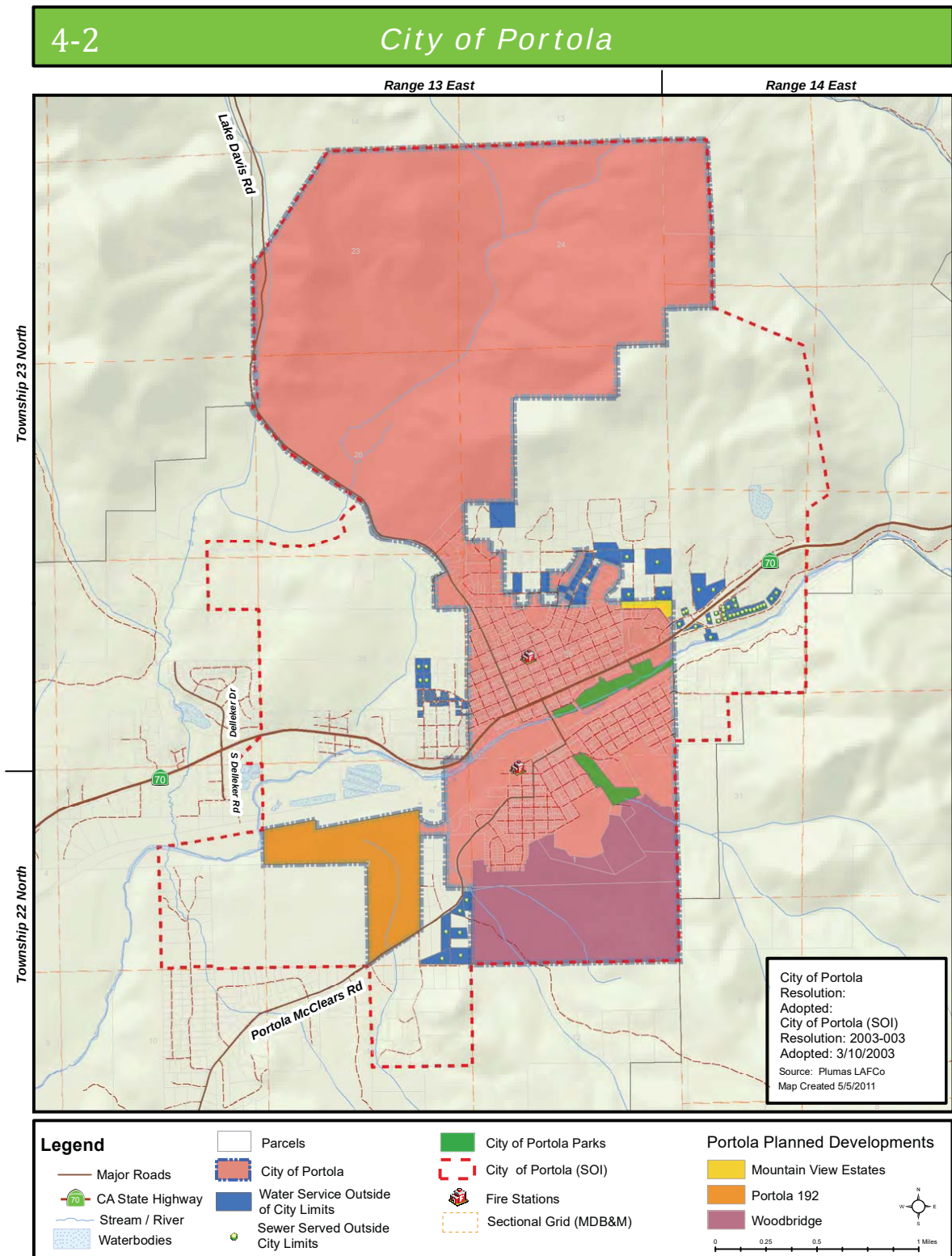
The City's SOI is presently ten square miles or 6,438 acres, which is approximately twice the area within the City's boundary. The SOI encompasses the City's boundaries in their entirety and extends beyond the boundaries to the east and west.

The SOI was first adopted in 1982, amended in 2003, and reconfirmed in 2011.⁹ During the 2003 update, the SOI was amended by LAFCo to indicate the anticipated five-year annexable area of the City.¹⁰

⁹ LAFCo Resolution 2003-09.

¹⁰ Plumas LAFCo, City of Portola MSR 2003-2008, p. 3.

Figure 4-2: City of Portola Boundaries and SOI



Extraterritorial Services

While the City does not directly provide extra-territorial fire services, the City's contract fire service provider (BFPD) provides mutual and automatic aid response throughout the region.

Areas of Interest

The Portola Planning Commission has identified several areas outside of the city limits and SOI as areas of mutual interest for Portola and Plumas County. The communities include Lake Davis to the north, Grizzly Ranch to the east, Iron Horse and Gold Mountain to the south, and Delleker to the west. The City reports that these areas impact the City and City services, particularly related to fire, safety, traffic, aesthetics, and the environment.¹¹ The City contends that it may not be appropriate to include these areas within the City's SOI, but that some form of cooperative planning may be a valuable approach for areas with development potential at a city/county boundary. The City has produced a white paper regarding options for joint planning in these areas of mutual interest and the advantages and disadvantages of each.

The Portola and Plumas County Planning Commissions have discussed developing a joint planning area. In December 2010, the Portola Planning Commission was tasked with representing the areas in question on a map. As of the drafting of this report, Portola had not received feedback from the Plumas Planning Commission on the proposed joint planning areas. Plumas County is in the process of updating its General Plan. The County reported that a policy to promote joint planning will likely be incorporated into the General Plan Update; however, development of a joint planning area and process will be a long-term endeavor.¹² The County's General Plan 2035, adopted in 2013, includes Land Use Goal 1.3 "Coordinate with the City of Portola in land use planning and development within their sphere of influence and joint planning areas. Plan towards compatibility and coordination of land use designations." There are also four adopted policies to aid in working towards this goal, consisting of:

LU 1.3.1 Working with the City of Portola: The County shall work closely with the City of Portola concerning planning and development of land within the City's adopted sphere of influence. In addition to the City's sphere of influence there may be other areas under the County's jurisdiction that are of planning interest for the City.

LU 1.3.2 County and City of Portola's General Plan Consistency: While recognizing its own responsibilities and obligations, the County will cooperate, to the extent feasible, in the development and/or revision of the City of Portola's General Plan. The County may amend its General Plan within the City of Portola's sphere of influence to reflect said updates and/or revisions, unless there is a compelling land use conflict.

LU 1.3.3 Development and Design in the City of Portola's Sphere of Influence: Within the City of Portola's sphere of influence, discretionary projects will coordinate design, development standards and funding programs.

¹¹ Karen Downs, City of Portola Planner, Letter to the Plumas County Planning Commission, January 19, 2011.

¹² Interview with Rebecca Herrin, Plumas County Planner, March 3, 2011.

LU 1.3.4 Annexation Revenues: Provide for a comprehensive and equitable distribution of revenues for all annexations. The County may amend master tax agreements to share annexation revenues seeking revenue neutrality for costs of providing County and City services with the City of Portola based upon the cost of providing facilities and services to the annexation area.

A governance structure option that may afford the City the planning involvement it desires may be designating the area an Area of Concern. The Plumas LAFCo Policies, Standards and Procedures define an Area of Concern as a geographic area beyond the Sphere of Influence in which land use decisions or other governmental actions of one local agency impact directly or indirectly upon another local agency. Plumas LAFCo may designate, in its discretion, a geographic area beyond the Sphere of Influence as an Area of Concern to any local agency. LAFCo will notify any Concerned Agency when the Commission receives notice of a proposal of another agency in the Area of Concern to the Concerned Agency, and will give great weight to its comments. If requested, Plumas LAFCo will seek to obtain a Joint Powers Agreement or other commitment between the agencies so that the Acting Agency provides advance notice to the Concerned Agency of any actions, or projects being considered within the area of concern, and commits to considering any comments made by the Concerned Agency.¹³

Accountability and Governance

The Portola City Council is composed of five Council members elected to staggered four-year terms. There is an election each November of even numbered years with either two or three seats up for election. In cases where a Councilmember is unable to complete a term the Council can appoint a replacement to fill the remainder of the term. The most recent contested election for a council member seat was held in 2018. Council members and their respective terms are listed in Figure 4-3. The Council selects a Mayor and Mayor Pro Tem from among its members to serve year-long terms. The mayor presides over the Council meetings.

Meetings are held on the second and fourth Wednesday of each month. Council meetings begin at 6:00 pm in the City Council Chamber, 35 Third Avenue. All City Council meetings are conducted in compliance with the Brown Act, affording the public the opportunity to participate in and observe the conduct of all business for the City. During the COVID-19 State of Emergency, meetings have been conducted virtually using the Zoom platform in accordance with then current State of California directives.

¹³ Plumas LAFCo, Policies, Standards and Procedures, Section III Part 6, p. 19.

Figure 4-3: City of Portola Governing Body

City of Portola				
District Contact Information				
Contact:	City Manager			
Address:	35 Third Avenue, Portola, CA 96122			
Telephone:	530-832-6800			
Email/website:	lknox@cityofportola.com			
Board of Directors				
Member Name	Position	Term Expiration	Manner of Selection	Length of Term
Bill Powers	Mayor	November-22	Elected	4 years
Pat Morton	Mayor Pro Tem	November-24	Elected	4 years
Phil Oels	Council Member	November-22	Elected	4 years
Stan Peiler	Council Member	November-24	Elected	4 years
Tom Cooley	Council Member	November-24	Elected	4 years
Meetings				
Date:	Second and fourth Wednesday of each month at 6 pm.			
Location:	City Hall			
Agenda Distribution:	The City's website, posted outside of City Hall, and email distribution by request.			
Minutes Distribution:	Minutes are available on the City's website.			

In addition to the legally required agendas and minutes, other constituent outreach efforts by the City include a website where contact information, documents, and other pertinent information are made available. Informational notices are posted in the weekly newspaper and information is disseminated through the Portola Library and the post office, as well as posted on the city hall and post office bulletin boards. Interested parties may subscribe to email distribution of meeting agendas and related supporting materials.

With regard to customer satisfaction, complaints can be submitted in writing, in person, or on the telephone to the city manager. The city manager logs and tracks all complaints to ensure proper resolution of the issue, with the exception of those complaints regarding the city manager, which are handled directly by the City Council. If a constituent is not satisfied with the outcome of a complaint, a formal complaint may be submitted at a city council meeting. Complaints are generally regarding blocking of vehicles, in driveways or on streets, after snow plowing. In 2020, the City reported that there were no formal complaints submitted.

The City demonstrated full accountability and disclosure during the MSR process by responding to questionnaire and interview requests and providing all necessary documentation.

Planning and Management Practices

The City of Portola has an elected council, appointed mayor form of local government that relies on paid professional staff to conduct the daily business and operations of the City. The City currently employs eight full-time employees, and several part-time and seasonal employees to conduct the various functions and duties of city government. The City also relies on contractors and volunteers to provide services to the City's residents. The City contracts with the following individuals or agencies for these services:

- ❖ Legal Services: City Attorney Steve Gross, a partner of Porter Simon, located in Truckee provides legal support to the City Council, City Manager and all departments in matters of law relating to the operation of the City.
- ❖ Engineering: Dan Bastian, of Bastian Engineering in Graeagle provides contract engineering services for the City.
- ❖ Financial: Susan Scarlett, located in Quincy, provides for management of the City's funds.
- ❖ Fire and Emergency Services: Beckwourth Fire Protection District
- ❖ Code Enforcement: Irma Gowin, of CSG Consultants, Inc.
- ❖ Planning: Karen Downs, of Manhard Consulting
- ❖ Solid Waste Collection and Disposal: Intermountain Disposal, Inc.
- ❖ Electric Utility: Liberty Utilities

The City Manager is appointed by the City Council to operate the day-to-day functions of the City and to implement policy as directed by the City Council. The City Manager, Planning Commission, City Attorney, City Clerk, Finance Officer and City Treasurer all report to the City Council. The Public Works Building Manager and City Engineer all report to the City Manager. All other employees report to the department heads.

The overall management efficiency of the City in providing service to the residents and property owners is best reflected in the distribution of resources in the annual operating budget, and the willingness of the part of the City Council to maintain the staffing level in response to constituent demands. By relying on contractors, volunteers and part-time positions, the City has been able to minimize the long-term cost of salaries and benefits, especially in areas that do not require a full-time employee due to low service demand.

City staff are generally evaluated whenever they are due for a wage step increase. Evaluations are completed by the employees' immediate supervisor. Employee workload is monitored through timesheets. Specific tasks are tracked through logs at the water and wastewater treatment plants. Timesheets are used to evaluate whether budgeted amounts are appropriate for the time spent on a particular project or service.

The City reported that overall city performance was evaluated during the budget process. The City uses the annual budget process to evaluate if current programs should be continued, and if new service programs and functions can be initiated. The City does not perform any kind of benchmarking with similar service providers.

The City's central planning document is its General Plan, which links community values, vision, and objectives with decisions that affect the physical development of the City, such as subdivisions and public works projects. It includes the following required and optional Elements: Land Use; Community Design; Circulation; Economic Development; Public Services and Facilities; Safety; Conservation and Open Space; Noise, Air Quality; and Housing. The City is in the process of comprehensively updating the General Plan (General Plan 2045), with an anticipated 2021 adoption date. Other City planning documents include Master Plans for water, wastewater, and parks and recreation services.

The City's financial planning documents include annually adopted budgets and annual audits. The City provided a copy of its audited financial statement for FY 19-20 and 20-21 to LAFCo. The City does not produce a separate capital improvement plan.

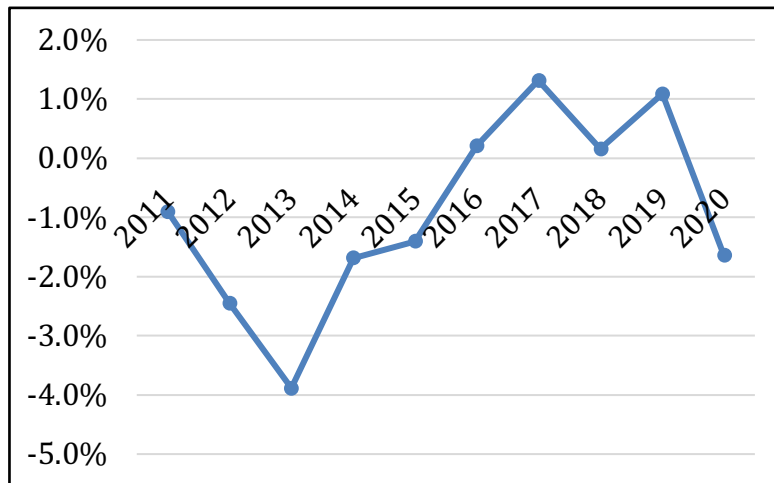
Existing Demand and Growth Projections

Existing land uses within the city limits are primarily residential and retail services. The regional services and highway commercial uses are concentrated along SR 70. Businesses serve both the local population and the regional traffic drawn by recreation opportunities. The commercial strip includes regional services such as banking, restaurants and automobile services. South of the river, the Old Town commercial area along Commercial Street provides small scale, local services and retail. The primary institutional uses are clustered along Gulling Street. These include a hospital, City Hall, a library, City Park, a Sheriff substation, a post office, schools, and a courthouse.

Population

Figure 4-4: City of Portola Population Growth (2010-2020)

Historically, the population in Portola has had periods of growth and other periods of decline. The population grew from 1910 to 1950, but declined from 1950 through 1970. Minimal growth was seen from 1970 through 2000, but did not recover to the 1950 level. The City experienced another decline in population between 2000 and 2010 with negative



annual growth rates of between zero and two percent, as shown in Figure 4-4. In the last five years (2015-2019), the City has experienced positive growth. As of January 1, 2020, the City had a population of 1,916, according to the 2020 census.

Existing Demand

Periods of peak demand for municipal services depend on the service in question and the season. As the region enjoys a high level of recreation-oriented tourism, demand for public safety services area highest during the peak tourism season in the summer when people

migrate to their vacation and retirement homes in the region. Conversely, during the winter, the City's snow removal services are in demand.

The City reported that in general the demand for municipal services has not changed over the last decade, as a result of the stable population trend.

Projected Growth and Development

The City of Portola's working version of General Plan 2045 discusses anticipated population growth in the Land Use Element. No specific predictions of future growth are made, although three possible growth scenarios are demonstrated. The General Plan demonstrates potential scenarios using one, two and three percent annual growth rates. The General Plan asserts that the basis for the uncertainty in the growth projections is that the cumulative effect of these factors is difficult to predict with such a small current population. A relatively small increase in population in the City of Portola has the potential to translate to a relatively high growth rate on a percentage basis. Since the General Plan provides no actual predictions for future growth in Portola, and prior growth rates have always been less than two percent, it is a challenge to predict growth over the next 10 to 20 years. The City's Water Master Plan from 2007 prepares for an aggressive growth pattern of five percent annual growth over the next 15 years, since the City anticipates a strong potential for significant development in the near future. The General Plan discusses the fact that population growth in Portola is likely to come from three primary sources described as follows:

(1) Population growth in California and northern Nevada will generate a spill over effect as people seek to relocate to small communities from increasing development in more urban areas.

(2) An aging population will generate an increase in retirees seeking small communities for second homes or a permanent retirement home.

(3) Economic development will generate new job growth in service and tourism industries, and growth in small businesses whose leaders can choose a location based primarily on quality of life considerations.

The State Department of Finance (DOF) and the Plumas County Transportation Commission both make countywide population projections, but no projections specific to Portola. According to the Plumas County Transportation Commission, Plumas County has experienced slow growth (population increases at less than 0.1 percent per year on the long-term average) in population and employment over the past few decades and is forecast to experience a decline in population through 2040. The Regional Transportation Plan, based on California Department of Finance projections, anticipates an annual growth rate of negative 0.027 percent countywide through 2040.

While the City's historical growth rates and countywide growth rate projections indicate minimal or negative growth in the future, there are three planned developments within the city limits, which have the potential to add an additional 1,220 dwelling units to the City, or approximately 2,440 additional residents. This would be an increase over the 2020 city population of 127 percent. The Portola 192 development, comprised of 200 dwellings on 192 acres, is located in the very western part of the City of Portola. The final map for Portola 192 has been approved; however, the development is presently on hold until the economy

recovers. The Portola Highlands development consists of 1,005 dwelling units on 398 acres and extends from the Portola High School in the north to the southern boundary of the city. The City has approved a tentative map for the Portola Highlands development and annually assesses the developer's continued interest in the project. Mountain View Estates is an eight-acre development with 14 planned dwelling units. A tentative map for the subdivision was approved in 2008, but no progress toward a final map has been made since then.

While there are presently no plans for development of the Teanna Ranch territory, the area has the potential for significant growth after the Williamson Act contract on the land is cancelled.

While the City generally has the capacity to provide adequate services to the existing level of demand, it is anticipated that if these planned developments come to fruition and build-out, the City will require significant facility capacity enhancements and additional staffing to meet dramatically increased demand. Given the amount of growth potential in the City based on planned developments, the City will need to plan for significant growth to meet future demand levels and meet urban service level expectations.

Growth Strategies

Portola's existing planning area is larger than its SOI. The City's present land use designations extend beyond its SOI to the east and west along SR 70. The planning area in the City's General Plan 2045, which is currently being processed, is the same as the defined area in the General Plan from 2000.

The primary guiding goals for land use and development in the City of Portola are outlined in the Community Design Element of the 2000 General Plan. The Community Design Element defines the characteristics of the land use and provides guidelines and standards for development with the primary goal of developing a built environment that is compatible with the natural amenities. The fundamental goal for the Community Design Element is to encourage development that is 1) economically and environmentally sustainable; relates well to the natural setting; 2) sustainable because it is well constructed of durable, quality materials appropriate to the setting, and 3) offers memorable buildings and spaces. Specific standards include limiting removal of trees to construct a building and limiting modifications to the natural land form and natural flow of water through grading. The City hopes that compliance with these fundamentals will inherently protect the natural character of the community. The companion priority is to develop the community in a manner that is compatible with and protective of the natural surroundings.

With regard to specific growth plans, the City did not propose any SOI expansion areas, but as mentioned in the Background Section, the City reported that it would like to be involved in joint planning with the County for areas such as Delleker where growth will affect the City and the services it provides, but which are not within its SOI. The City listed the following as reasons behind the need for joint planning:¹⁴

- ❖ The type and scale of development in Delleker could drain economic vitality from Portola's unique downtown and the region as a whole, to the shared disadvantage of the City and County.

¹⁴ City of Portola, Options for Cooperative Planning for the Delleker Area - Draft, March 2010, p. 1.

- ❖ The absence of a clearly defined, well thought out, border between rural and more “urbanized” development (at a scale appropriate for the setting) could damage the natural assets and other special characteristics of this unique location and its importance to local residents and visitors.
- ❖ Service provision that is not well coordinated by all relevant parties is likely to be inefficient and not cost effective. Infrastructure expansions should be considered in a shared vision of what the City and County see as the future for the area.

The City identified water distribution infrastructure and wastewater capacity as the most significant constraints to growth. The existing water delivery system is adequate only for the existing community. Land use development anticipated in the Land Use Element will require an increase in the expansion and upgrading of the water storage and distribution system.¹⁵ Similarly, the wastewater system is adequate for the existing community, but expansion of the collection system will be needed to accommodate the development anticipated in the Land Use Element. In addition to capital needs to extend services to new subdivisions, some older areas of the city were never fully developed and lack basic sewer, water, drainage and streets. Full development of the City will require extending the basic infrastructure to these “in-fill” areas. The City compiled Water and Wastewater Master Plans in 2007 and has adopted development impact fees for water and sewer services to address capital improvement needs for the growth of the community.

Financing

The City tracks its financial activities separately through various funds. The General Fund is the City’s main operating fund. Other major governmental funds include special revenue funds such as gas taxes, which may only be used for certain services. Wastewater, water and solid waste finances are tracked through enterprise funds. Portola finances its general government, police, fire, parks and recreation, public works, and planning/ community development operations primarily with vehicle license fees, sales taxes and property taxes. The City finances its street needs with gas tax and general revenue. The City finances its water and sewer operations with utility rates, and its water and sewer capital improvements primarily with connection fees and development impact fees and secondarily with rates

Even though the City continues to recover from past economic downturns and staffing is still at a lower level, the General Fund supports the services necessary for the residents of Portola, including fire, parks, planning, building, streets, snow removal, animal control and law enforcement through a Sheriff’s contract for services. The City currently contracts with neighboring Beckwourth Fire Protection District to perform fire related services. Through a Council approved Memorandum of Understanding with adjacent fire districts, the City is also exploring the possibilities of reorganizing fire and emergency services to strengthen and improve upon these services to the area.

With regard to the City Enterprise Funds the effects and impacts of changing state and federal government regulation is a constant challenge, but the major challenge the Enterprise Funds face is the aging infrastructure in the City. The City has set up an

¹⁵ City of Portola, General Plan, 2000, p. 6-6.

infrastructure set aside in both water and sewer in an effort to partially fund major repairs. In the FY 21-22 budget Water and Wastewater rates were not increased. The Solid Waste Fund was able to eliminate the amount owed to the General Fund for the difference between the money set aside for landfill closure and the final cost of the closure. This has enabled the Council to reduce Solid Waste Administration Fees by \$1.00 per month for a second year in a row with the hope of continuing that trend. While the landfill is closed, new requirements from the State will make it very difficult to ever decrease the fees. Now that the General Fund is repaid, the closure fee will be reserved for future needs at the landfill. The Enterprise Funds are “business-type” activities whose expenses need to be covered by the rate payers. The City Council will continue to review the need for any future rate increases each year during the budget process. Staff and the City Council are always looking for funding opportunities for infrastructure and are currently attempting to apply for a Clean Water State Revolving Fund grant.

In November 2018, the Council voted to pay down \$400,000 of the unfunded liability which has the potential to save over \$500,000 in interest over time. While CalPERS unfunded liability is a moving target, this is a major step for the City to try and manage the annual payments going forward.

Figure 4-5: City of Portola General Fund Revenues & Expenditures (FYs 20-21)

<i>Income/Expenses</i>	<i>FY 20-21 Amended Budget</i>		<i>FY 20-21 Actual</i>		<i>FY 21-22 Budgeted</i>	
Revenues						
Taxes	\$671,550	59%	\$677,335	57%	\$599,450	59%
Licenses and permits	\$87,700	8%	\$95,263	8%	\$65,400	6%
Fines, forfeitures and penalties	\$200	0%	\$283	0%	\$200	0%
Use of money and property	\$11,000	1%	\$15,772	1%	\$15,536	2%
Intergovernmental	\$353,619	31%	\$380,838	32%	\$328,000	32%
Charges for services	\$9,552	1%	\$14,040	1%	\$11,500	1%
Other revenue	\$0	0%	\$4,701	0%	\$0	0%
Total Income	\$1,133,621	100%	\$1,188,232	100%	\$1,020,086	100%
Expenses						
General Government	\$242,635	19%	\$220,554	20%	\$227,179	18%
Planning and Community Development	\$132,945	10%	\$126,302	11%	\$81,100	7%
Public Safety	\$364,102	28%	\$371,525	34%	\$343,610	28%
Public Works	\$115,584	9%	\$111,806	10%	\$104,100	8%
Parks and Recreation	\$136,350	11%	\$150,818	14%	\$164,374	13%
Transfer to Streets and Snow	\$296,471	23%	\$126,159	11%	\$315,126	26%
Total Expenses	\$1,288,087	100%	\$1,107,164	100%	\$1,235,489	100%
Net Income	-\$154,466		\$81,068		-\$215,403	

The primary revenue sources for the City’s General Fund in FY 20-21 were property taxes (21 percent), sales tax (31 percent), vehicle in-lieu fees (14 percent) and COPS funding (13 percent). With regard to the Water and Wastewater enterprise funds, rates comprised 98.6 and 98.5 percent of the revenue sources for each fund, respectively.

The City charges an assessment on each lot based on the level of risk associated with the property use to finance fire services through the General Fund. A single-family residential unit is assessed \$12.51 annually and a commercial unit is assessed \$18.77 annually. The assessment was approved by voters in 1984. The assessment does not adjust annually based on inflation. Approximately \$17,000 was collected in FY 20-21 through the assessment.

Figure 4-6: City of Portola General Fund Expenditures (FY 20-21)

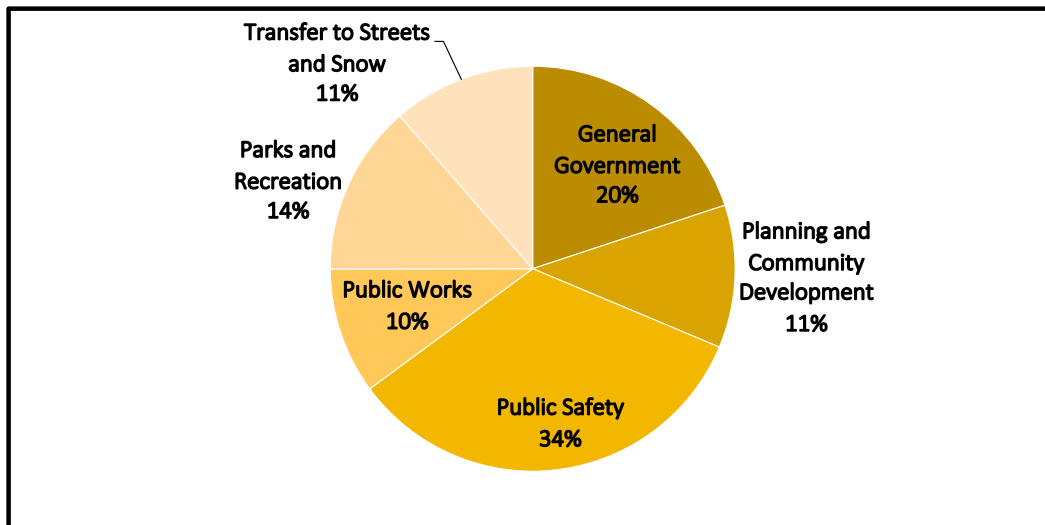


Figure 1-6 shows the City's expenditures in FY 20-21- from the General Fund: General Government (20 percent), Planning and Community Development (11 percent), Public Safety (34 percent), Parks and Recreation (14 percent), Public Works (10 percent) and transfer to Streets and Snow Removal (11 percent) constituted the City's general fund expenditures. The expenditure that goes to Streets and Snow Removal is usually much higher than the 20-21 figure. A low snow year and a high snow reimbursement from the prior year reduced that expenditure.

The City does not have a citywide CIP, but has outlined infrastructure needs in its Water and Wastewater Master Plans. The last Master Plans covered the time period of 2007-2027. A number of the assumptions made at the time the Master Plans were completed have changed significantly and new Master Plans will most likely be completed before 2027. Large City projects outside of the Enterprise funds are generally funded through State or Federal funding.

As of June 30, 2021, the City had long-term outstanding debt of \$742,829 in the Water Fund. This is the only long-term debt of the City as of this date.

At the end of FY 20-21, the City had an unreserved undesignated fund balance of \$2.59 million for the governmental funds, \$2.13 million in the Water utility fund, approximately \$1.56 in the Wastewater utility fund, and a negative balance of \$910,405 in the Solid Waste fund due to liability for the closure of the City's landfill in 2005. The City has a GASB 54 policy of maintaining a full year of fund balance. At present, the City maintains approximately 2.8 years of operating costs for the City based on expenses in FY 20-21.

The City maintains an investment in the State of California Local Agency Investment Fund, which is an investment pool consisting of funds held by the State and other participating agencies. The City also participates in joint powers agreements related to liability coverage through the Small Cities Organized Risk Effort and California Joint Powers Risk Management Authority.

FIRE AND EMERGENCY SERVICES

Service Overview

The disastrous fires across California have heightened the awareness by governmental agencies and residents in the eastern region of Plumas County of the critical importance of providing adequate and economical fire and emergency services. Concerns include: recruiting and retaining qualified volunteer firefighters; uniformity in training and operation; effective command structure for allocation of personnel and equipment during significant incidents; conformance to current reporting, testing, and implementation of best practices; and adherence to regulatory directives. Additional concerns are the availability and cost of homeowners' insurance, ISO fire score, attracting and training agency board members, agencies' administrative operation, outdated district boundaries, out-of-district islands within districts, long-term affordable services, and long-range planning.

CAL FIRE includes Plumas County in its Lassen-Modoc Unit (LMU), headquartered in Susanville. However, CAL FIRE has no presence in Plumas County. The USDA Plumas National Forest Fire Unit provides Plumas County wildfire protection through agreement with CAL FIRE. Structure fire protection and emergency services are provided County-wide by 20 all-volunteer or hybrid-volunteer agencies, some via contracts with neighboring agencies.

In December of 2017, the City was alerted to significant deficiencies in its Volunteer Fire Department's operation. Recognizing it could not quickly remedy the shortcomings, the City decided to stand down its Volunteer Fire Department and entered into a contract with Eastern Plumas Rural Fire Protection District (EPRFPD) to provide Fire and Emergency Medical Services (EMS) to the City. Prior to its fire department's stand-down, the City was the long-term contract provider of fire and EMS to the Gold Mountain Community Services District (GMCSD). Subsequently, GMCSD also entered into a contract with EPRFPD for services.

City officials planned to evaluate the feasibility of re-establishing a stand-alone volunteer department in the future. However, due to the challenges posed by the difficulty in recruiting volunteers and the high financial costs of supporting a fire department, it was not the best choice for the City.

This stand-down action prompted the Plumas County Civil Grand Jury to investigate the City's fire and EMS coverage status. The Grand Jury also wanted to know if the City intended to re-establish its Volunteer Fire Department or pursue other long-term means of offering fire and EMS coverage to the residents of the City.

In its report released in March 2019, the Grand Jury discussed and reviewed alternatives to re-establishing the City's Fire Department, including the potential formation of a Joint Powers Authority (JPA). The formation of a JPA could also include GMCSD as it is within the Eastern Plumas Fire response area. During this same period (2019), Plumas County District 1 Supervisor Michael Sanchez initiated a series of public meetings to address the issues that all volunteer fire departments in Eastern Plumas County are experiencing.

There are five fire agencies (Beckwourth Fire Department (Beckwourth), City of Portola (City), Eastern Plumas Rural Fire Protection District (EPRFPD), Gold Mountain Community

Services District (GMCSD), and Sierra Valley Fire Protection District (Sierra Valley), (collectively the Five Agencies)) facing similar issues in recruiting volunteers, financing, training, and administrative compliance. These concerns led to the execution of a Memorandum of Understanding (MOU) regarding the reorganization of fire and emergency services including the Five Agencies. The parties executed the MOU in January 2020. It created the Local Emergency Services Study Group (LESSG), a framework for cooperative and collaborative action to explore ways to strengthen and improve the provision of fire and emergency services throughout the Five Agencies' service areas.

In October of 2020, following ten (10) months of meetings with the Plumas Local Agency Formation Commission (LAFCo), CAL FIRE, Plumas National Forest Service, Plumas County officials, legal counsels, and the surrounding area fire departments, the LESSG along with the new Plumas County District 1 Supervisor Dwight Ceresola arrived at a consensus. The decision of the Five Agencies was unanimous to creating a new single fire district that will provide fire and emergency medical response services (New District), thus dissolving the existing Districts or relinquishing their fire and EMS authority, is the most effective, efficient, and economical choice available.

The City, on behalf of the LESSG, sought proposals from qualified professional consulting firms. The Five Agencies ultimately chose Planwest Partners, Inc. to conduct the feasibility study that determines if formation of a New District to replace the fire and emergency medical response services provided by the Five Agencies will improve services and related costs to the community. The study will meet all necessary elements required by LAFCo's application and approval process to create the New District, including but not limited to a plan for Services. The report should also include potential funding mechanisms to support a New District and a public relations plan designed to educate the community to gain support for creating and funding the New District.

As of October 2021, EPRFPD's Board chose to remove the District from participation in the feasibility study.

Staffing

The City of Portola currently provides fire and emergency services by contract with the Beckwourth Fire Protection District. This contract period began on February 1, 2021, for a two- and one-half-year period. The annual fee is \$73,000 with a 3% inflation adjustment. All of the City's fire and EMS facilities and equipment may be used without restriction by the contractor, however, they remain the property of Portola. Applicable testing, code compliance, and maintenance expenses are paid by the City.

Beckwourth FD has 30 sworn personnel—one fire chief, two division chiefs, two, captains, two engineers, and firefighters. Fire chief, fire captain and an engineer, and 5 Duty Officers are part time paid personnel. The rest of the firefighters are entitled to compensation when they respond to wild land fires. The median age of the fire fighters is 50, with a range from 23 to 77. As of 2021 the staff is as follows: There are 32 members with varying positions that include division chiefs, part-time paid duty officers, captains, engineers, senior firefighters, firefighters, and auxiliary members. All members are required to be medically certified at minimum of EMR.

The District reports that its staffing levels have increased significantly since January 2021 when the City of Portola contracted BFD for fire and medical services. The District conducts weekly trainings. On the first Monday of each month there is a business meeting, on the second and third Mondays there are fire trainings, and on the fourth they conduct EMS training. The District also holds state certified classes and NWCG classes that typically take place on Saturdays and Sundays. These classes are open to any and all state fire departments. The District does not have a minimum required amount of training hours, but if a firefighter misses three months of training he or she becomes inactive.

Facilities and Capacity

The City of Portola owns and maintains two fire stations—North Side Fire Hall and South Side Fire Hall.

North Side Fire Hall, which was built in 1984, was reported to be in good condition. South Side Fire Hall, which was built in the 1940s includes a spacious meeting room suitable for area-wide training classes, was reported to be in very good condition. Extensive deferred maintenance was recently completed at both facilities.

The following City-owned equipment is staged at the fire halls; two, Type 1 fire engines; one, Type 6 fire engine; one, 3,500-gallon water tender; one, Support vehicle (old ambulance). All equipment is fully serviceable, current-tested and licensed.

Portola's stations were both renovated in early 2021 and are staffed by part time duty officers and a volunteer Beckwourth Fire, Portola Division of fire fighters.

The City's water reserves are represented by three water storage tanks that provide a combined emergency water supply of 1.75 million gallons.

The City Engineer has identified a potential fire flow deficiency within portions of the City resulting from the elevation relative to, and the distance from, the south storage tank. This will be resolved by constructing a new water storage tank at a higher elevation on the south side of the City, and construction of new water distribution lines to serve the other areas. The City has not yet scheduled these improvements.

Portola reported that its contracted fire and medical services with Beckwourth FPD is providing outstanding protection for its area of responsibility.

Infrastructure Needs

As stated above, the City Engineer has identified a potential for flow deficiency within portions of the City. The Water Master Plan identifies several improvements to rectify the fire flow deficiencies. The City did not identify any possible additional financing sources to cover the costs of improvements. The potential for flow deficiencies has been successfully managed during recent fire incidents by activating two water wells located in the downtown area. These wells add approximately 800 gpm to the system. The wells are not used regularly due to occasional water quality test results exceeding allowable arsenic limits, however, emergency use for fire suppression is permitted.

Challenges

As mentioned, all fire protection and EMS providers in the region have identified significant challenges to providing adequate service levels, thus the impetus to analyzing alternate services structures. The four participating agencies aim to mitigate these challenges to the greatest extent possible through reorganization and enhancement of financing sources.

Service Adequacy

While there are several benchmarks that may define the level of fire service provided by an agency, indicators of service adequacy discussed here include ISO ratings, response times, and level of staffing and station resources for the service area.

Fire services in the communities are classified by the Insurance Service Office (ISO), an advisory organization. This classification indicates the general adequacy of coverage. Communities with the best fire department facilities, systems for water distribution, fire alarms and communications, and equipment and personnel receive a rating of 1. The contracted fire service in the City of Portola has an ISO rating of 5 as of July 2020.

The National Fire Protection Association (NFPA) has issued a performance standard for volunteer and combination fire departments (NFPA 1720). This standard, among other guidelines, identifies target response time performance for structure fires. The response time is measured from the completion of the dispatch notification to the arrival time of the first-responder at the scene. Though not a legal mandate, NFPA 1720 does provide a useful benchmark against which to measure fire department performance. NFPA 1720 recommends that the response times for structure fire be nine minutes in urban demand zones at least 90 percent of the time, 10 minutes in suburban zones at least 80 percent of the time and 14 minutes in rural zones at least 80 percent of the time. Response times in remote zones are directly dependent on travel distances.¹⁶

Emergency response time standards vary by level of urbanization of an area: the more urban an area, the faster a response has to be. The California EMS Agency established the following response time guidelines: five minutes in urban areas, 15 minutes in suburban or rural areas, and as quickly as possible in wildland areas. Most of the City's response zone is considered rural by the Local EMS Agency. The City's contract fire services provider reports that response times are within guidelines.

The service area size¹⁷ for each fire station varies between fire districts. The median fire station in eastern Plumas serves approximately 20 square miles. Sierra Valley FPD serves the most expansive area, with 111 square miles served per station on average. Densely populated areas tend to have smaller service areas. For example, the average service area for the City of Portola is 3.8 square miles.

¹⁶ Urban demand zone has population density of more than 1,000 people per square mile; suburban zone—between 500 and 1,000 people per square mile, rural zone—less than 500 people per square mile, and remote zone is identified by eight or more miles of travel distance to an incident.

¹⁷ Service area refers to the area that the agency will respond to, based on a first responder map used by the Sheriff's office.

The number of firefighters serving within a particular jurisdiction is another indicator of level of service; however, it is approximate. The providers' call firefighters may have differing availability and reliability. An agency with more firefighters could have fewer resources if availability is restricted. The City of Portola has approximately 16 sworn staff per 1,000 residents through its contract with BFPD.

Figure 4-7: City of Portola Fire Department Fire Profile

Fire Service				
Facilities				
Firestation	Location	Condition	Staff per Shift	Vehicles
North Side Fire Hall	420 North Gulling St, Portola, CA	Good	Part-time Duty Officer	Type I Engine, Support vehicle (old ambulance)
South Side Fire Hall	301 First Ave., Portola, CA	Good	Part-time Duty Officer	Type 1 Engine, Type 6 engine, 3,500 gallon water tender
Facility Sharing				
Current Practices: The City's fire facilities and equipment are operated by its contract agency, Beckwourth FPD.				
Future opportunities: 2021: A study to determine the feasibility of the reorganization of fire and emergency services in Eastern Plumas County.				
Infrastructure Needs and Deficiencies				
The City's fire facilities have recently undergone substantial maintenance and repair.				
District Resource Statistics		Service Configuration		Service Demand
Staffing Base Year	2021	Configuration Base Year	2021	Statistical Base Year
Fire Stations in District	2	Fire Suppression	Contract	Total Service Calls
Stations Serving District	2	EMS	Contract	% EMS
Sq. Miles Served per Station ¹	3.8	Ambulance Transport	EPHCD	% Fire/Hazardous Materials
Total Staff ²	32	Hazardous Materials	Contract	% False
Total Full-time Firefighters	0	Air Rescue/Ambulance Helicopter	CareFlight	% Misc. emergency
Total Call Firefighters	30	Fire Suppression Helicopter	USFS, CalFire	% Non-emergency
Total Sworn Staff per Station ³	8	Public Safety Answering Point	Sheriff	% Mutual Aid Calls
Total Sworn Staff per 1,000	16	Fire/EMS Dispatch	Sheriff	Calls per 1,000 people
Service Adequacy		Service Challenges		
Response Time Base Year		2021		
Median Response Time (min)		NP		
90th Percentile Response Time (min)		NP		
ISO Rating		5/8B		
Mutual & Automatic Aid Agreements				
Fire and emergency medical services are provided under contract by Beckwourth FPD.				
Notes: 1) Primary service area (square miles) per station. 2) Staff figures shown are Beckwourth Fire Department				

CITY OF PORTOLA FIRE SERVICE DETERMINATIONS

Growth and Population Projections

- ❖ The City experienced a little to no change in population between 2010 and 2020 with negative annual growth rates of between zero and two percent. The City has a population of approximately 1,916.
- ❖ While the City's historical growth rates and countywide growth rate projections by the Department of Finance and Plumas County Transportation Commission indicate negative growth in the future, there are three planned developments within the city limits, which could add approximately 2,440 additional residents to the City, indicating the potential for significant growth.

The Location and Characteristics of Disadvantaged Unincorporated Communities Within or Contiguous to the Agency's SOI

- ❖ Based on American Community Survey 2016-2020 Census Tract information, the entirety of the study area and the boundaries within and immediately adjacent to each of the five reviewed fire providers is defined as disadvantaged. While the City of Portola is incorporated, the remainder of the territory meets the definition of a disadvantaged unincorporated community as defined in Water Code §79505.5. Census Tract 000300 encompasses the entirety of the service area and has a population of 4,484 comprising 2,051 households with a median income of \$48,238.

Present and Planned Capacity of Public Facilities and Adequacy of Public Services, Including Infrastructure Needs and Deficiencies

- ❖ Both fire stations require ADA accessibility improvements, which have not been completed due to financing constraints.
- ❖ It is a recommended practice that the Fire Department track its response time for each incident.

Financial Ability of Agencies to Provide Services

- ❖ The City reported that while financing levels were generally adequate to provide services, there had been a decline in revenues which had forced the City to find ways to trim expenditures.
- ❖ The City does not have a citywide Capital Improvement Plan, but has outlined infrastructure needs in its water, wastewater and parks and recreation master plans. Capital planning is also completed annually in the budget. It is recommended that the City consider implementing a multi-year CIP to identify potential financing sources and timing for the capital improvements.

Status of, and Opportunities for, Shared Facilities

- ❖ The City practices resource sharing for fire protection and EMS services by receiving contract services from Beckwourth FPD.
- ❖ Administration for all city services is provided by the City's general government, which provides management efficiencies and cost minimization.

Accountability for Community Service Needs, Including Governmental Structure and Operational Efficiencies

- ❖ The City demonstrated full accountability through its disclosure of information as indicated by the City's cooperation in providing all requested information, meeting for interviews, and providing review and comments during the MSR process.
- ❖ Accountability is best ensured when contested elections are held for governing body seats, constituent outreach is conducted to promote accountability and ensure that constituents are informed and not disenfranchised, and public agency operations and management are transparent to the public. The City of Portola demonstrated accountability with respect to all of these factors.
- ❖ The City, Beckwourth FPD, Gold Mountain CSD, and Sierra Valley FPD are members of a Memorandum of Understanding to assess the feasibility of reorganization in an effort to address the many identified challenges of providing adequate services. The feasibility study has determined that formation of a new fire district is a practical and affordable solution to many of the challenges faced by fire providers in the region.

5. BECKWOURTH FIRE PROTECTION DISTRICT

Beckwourth Fire District (BFD) provides structural fire suppression, wild land fire suppression, emergency response, basic life support, rescue services and some limited fire prevention programs for the community of Beckwourth. In addition, Beckwourth FD has been contracted to provide those same emergency services for the City of Portola. The contract was executed in February of 2021 and expires in 29 months. A municipal service review was last completed for the District in 2010.

The District's mission statement states that "the Beckwourth Fire District is committed to the protection of life and property using as our model; safety, teamwork and continuous education and training."

AGENCY OVERVIEW

Background

Beckwourth Fire Department was formed in 1948 and turned into a special district in 1949. The District started with "one 1937 Fire Engine and a small Fire House. The original Fire House has been improved and a second Fire Station was added in 2007. Beckwourth, sometimes erroneously listed as "Beckwith" on early census reports, was named for James "Jim" P. Beckwourth, an unsung, genuine American hero of mixed ancestry who discovered a lower, safer passage across the Sierra Nevada Mountains in the mid-1800s."

The District was formed to provide fire protection services to the residents of Beckwourth Township. Originally, its services were limited to structural fire and some brush fire. Now Beckwourth FD also has an EMS force, more equipment and provides services on a larger scale, including wild land fires, vehicle extrication, ice rescue.

The principal act that governs the District is the Fire Protection District Law of 1987. The principal act empowers fire districts to provide fire protection, rescue, emergency medical, hazardous material response, ambulance, and any other services relating to the protection of lives and property. Districts must apply and obtain LAFCo approval to exercise services authorized by the principal act but not already provided (i.e., latent powers) by the district at the end of 2000.

Beckwourth FD is located in the eastern part of Plumas County, in the high Sierra Mountains. The District is adjacent to the City of Portola and Eastern Plumas Fire Protection District (EPRFPD) in the west and Sierra Valley Fire Protection District (SVVFD) in the east.

Boundaries

The Beckwourth FD boundary is entirely within Plumas County. The District's boundary territory that consists of six non-contiguous areas encompasses approximately 14 square miles.

Plumas LAFCo, State Board of Equalization and tax records indicate that since its formation the District undertook seven annexations. All recorded boundary changes are

shown in Figure 5-1. According to the Board of Equalization, the first annexation took place in 1954. The name of the annexation is unknown, but the annexed territory included three tracts—a large area to the southwest of the original District and two smaller areas to the north and the east. One of the most recent annexations that started in 2003 and was finalized in 2011, included Sierra Health Foundation or Grizzly Creek Ranch. This was a complicated annexation process, because the SOI of the District had to be updated first to include the territory to be annexed. The SOI update took place in 2010 and annexation process shortly after. The Plank/Brenneman annexation of 2007 and the annexation of Sierra Health Foundation have also just been recently recorded by the BOE. The last annexation completed was the Ceresola/Asst properties in 2012.

Figure 5-1: Beckwourth FD Boundary History

<i>Project Name</i>	<i>Type of Action</i>	<i>Year</i>	<i>Recording Agency</i>
Beckwourth Fire District	Formation	1949	SBOE
Unknown territory	Annexation	1954	SBOE
Schaffer (TRA 144)	Annexation	1994	Tax records
Grizzly Ranch	Annexation	2003	LAFCo, SBOE
Grizzly Road North/Sierra Valley	Annexation	2005	LAFCo, SBOE
Plank/Brenneman	Annexation	2007	LAFCo, SBOE
Sierra Health Foundation/Rocky Point Road	Annexation	2011	LAFCo, SBOE
Ceresola/Hartwig/Partlow	Annexation	2012	LAFCo, SBOE

Sphere of Influence

The SOI for Beckwourth FD was first adopted in 1976. In 1982 it was revised and again changed in 1983. It was then amended in 2003 after the completion of the abbreviated MSR. The second SOI update was initiated in 2008. The MSR and the SOI update were completed and adopted in 2010. The new SOI includes territory to the north in Red Clover Valley, residences in Dixie Valley, borders Sierra Valley FPD in the east, EPRFPD in the west and Sierra County in the south. The sphere contains about 190 square miles compared to 14 square miles of boundary area.

Extra-territorial Services

The District has provided services outside its boundaries through out-of-area service agreements. Currently, Beckwourth FD has four new agreements with individual customers that were approved by LAFCo in October 2021. Two are commercial and two residential, annexation has been waived for three years pending the result of creation of a new district. Annual contract fees are \$200 for commercial and \$100 for residential. Additionally, the District does provide contract fire services to the City of Portola as of February 1, 2021.

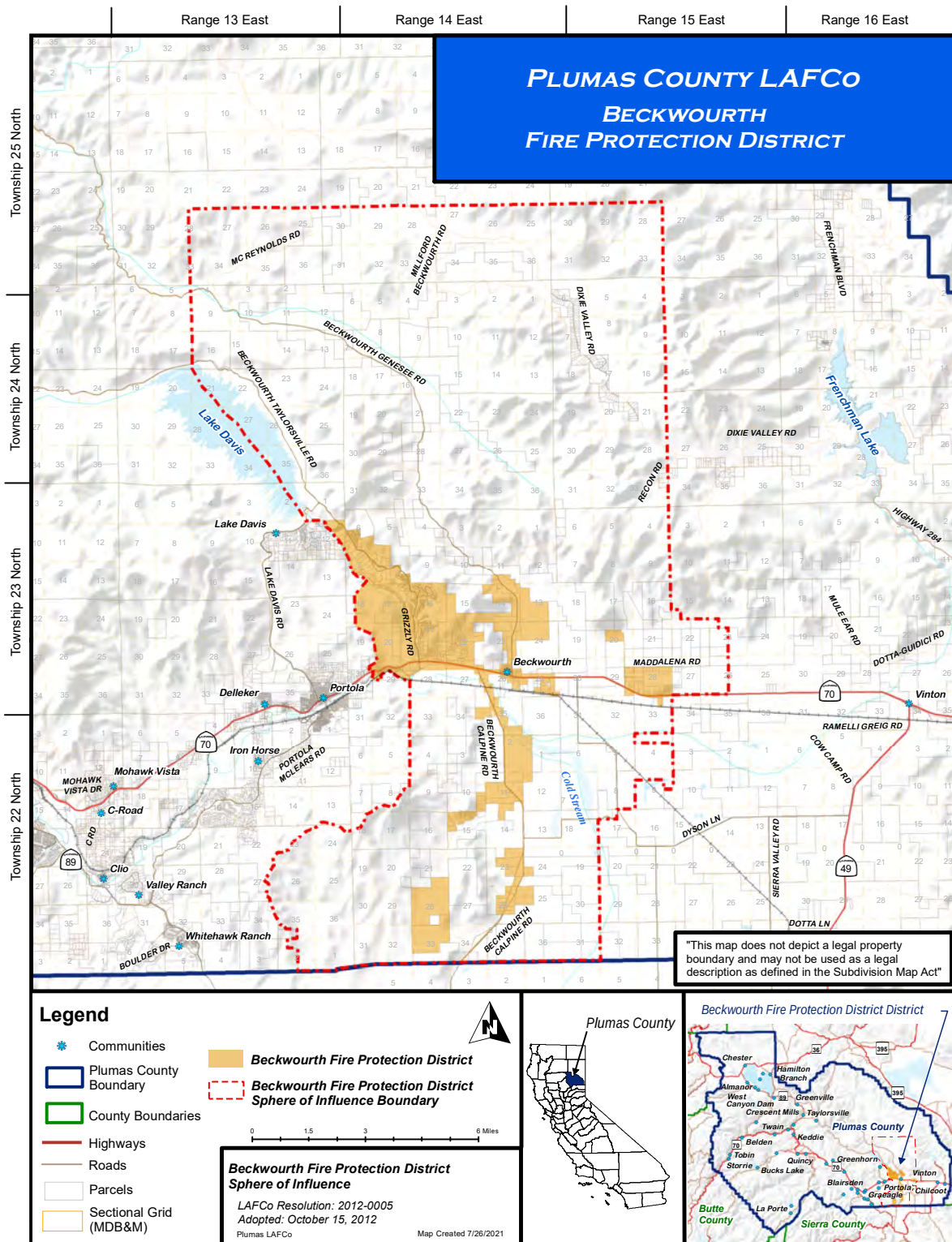
The District also occasionally responds to wild land fires outside of its boundaries when requested. Response to a wild land fire in federal and state responsibility areas is reimbursed by the federal or State government. The U.S Forest Service notified all Plumas County Fire Agencies in 2021 that they wanted to change the reimbursement structure for response by local departments from starting after 2 hours on scene to after 10 hours on scene. This is a big concern for all volunteer agencies and will basically end local response to fires on US

Forest Service land. We are working with the Plumas County Chiefs Association and Plumas County Officials to negotiate with the USFS to eliminate this change.

Areas of Interest

One area of interest for the District is the Maddalena Tree Farm. Currently, the area is within the boundaries of SVVFD, but Beckwourth FD would like to annex the area. Beckwourth FD reported that its stations were in closer proximity to the tree farm than the SVVFD stations. In addition, SVVFD has to go through Beckwourth FD territory to access the Maddalena Tree Farm, which makes it even more of a challenge to serve this territory. This would obviously not be an issue if the new district formation is successful.

Figure 5-2: Beckwourth FD Boundaries and SOI



Accountability and Governance

The principal act orders that the governing body of a fire protection district must have an odd number of members, with a minimum of three and a maximum of 11 members. Directors may be appointed or elected. Beckwourth FD is governed by a five-member board of directors who are elected to staggered four-year terms. Three of the current board members were elected and two appointed. The last contested election took place in 2019. Board member names, positions, and term expiration dates are shown in Figure 5-3.

The Board meets on the third Wednesday starting in 2022 every month at six thirty in the evening at Fire Station 1 in Beckwourth. Agendas and minutes are posted on the website and at Fire Station 1 and at the Portola Post Office.

Figure 5-3: Beckwourth FD Governing Body

Figure 3-3: Beckwourth PD Governing Body

Beckwourth Fire District				
District Contact Information				
Contact:	Fire Chief, Bret Russell			
Address:	180 Main Street, Beckwourth, CA 96129			
Telephone:	530-832-1008			
Email/Website:	www.beckwourthfire.com, chief russell@beckwourthfire.com			
Board of Directors				
Member Name	Position	Term Expiration	Manner of Selection	Length of Term
Tyler McGarr	Member	December-23	Appointed	4 years
Larry Smith	Chair	December-23	Appointed	4 years
Gay Miller	Member	December-23	Appointed	4 years
Alyson Ceresola	Member	December-23	Appointed	2 years
Daniel Greenwood	Vice Chair	December-23	Appointed	2 years
Meetings				
Date:	Third Wednesday of every month at 6:30 p.m.			
Location:	Beckwourth Station 1			
Agenda Distribution:	Posted at the Station 1 and on the website			
Minutes Distribution:	Posted at the Station 1 and on the website			

In addition to the required agendas and minutes, the District does public outreach through its website and prevention programs that are described in more detail in the Fire and Emergency Services section of this chapter.

If a customer is dissatisfied with the District's services, the complaints may be submitted by calling the District. The two people who are responsible for handling complaints are the Administrative Secretary and the Fire Chief. According to the District, there were no complaints in 2020 and 2021 to date; however, there were many reports of appreciation from constituents.

Beckwourth FD demonstrates accountability and transparency in its disclosure of information and cooperation with Plumas LAFCo, regularly and throughout the MSR process.

Planning and Management Practices

Daily operations of the District are managed by the Fire Chief, while financial and clerical operations of the fire department are managed by the Administrative Officer and are overseen by the Fire Chief.

Beckwourth FD had the following staff as of July 1, 2021.

Figure 5-4: Beckwourth FD Staff

Staff	Status
1 Fire Chief	Paid, Part-time
1 Administrative Officer	Paid, Part-time
2 Division Chiefs	Volunteers
2 Captains	Paid, Part-time
5 Duty Officers	Paid, Part-time
20 Fire Fighters	Volunteers

BFD currently has a total of 30 firefighters including the Chief. BFD has one Administrative Officer who is not a firefighter. As of current the staff is as follows: There are 30 members with varying positions that include division chiefs, part-time paid duty officers, captains, engineers, senior firefighters, firefighters, and auxiliary members. All members are required to be medically certified at minimum of EMR.

The Administrative Officer and the Chief are accountable to the Board of Directors. The rest of the personnel are accountable to the Fire Chief. There are two Division Chiefs who oversee two Captains. Two engineers report to the captains and supervise firefighters. The Administrative Officer also reports to the Chief, and the Chief is responsible for evaluating the Administrative Officer with input from the Board.

The Chief is evaluated by the Board annually. The Chief evaluates his paid subordinates annually. Volunteers are evaluated annually by the Chief and Division Chiefs.

Beckwourth FD reported that it does not perform formal evaluations of overall District performance, such as benchmarking or annual reports. However, it informally compares itself to other neighboring providers and considers itself to be performing as well or better than others. The District does not track its employees' workload, but the Chief does track the different tasks he has assigned to each of his staff. In addition, maintenance logs are kept for the vehicles and equipment, and the District tracks the number of service calls to which it has responded.

The District's financial planning efforts include an annually adopted budget. The financial statements are done by the County and are audited once every two years by an outside auditing firm. The latest audit took place for FY 19-20. Beckwourth FD currently has

adopted other planning documents, such as a capital improvement plan and a reserve policy plan for 2021. In addition to adopting these reserves the board has also started to fund these accounts to attain the target levels approved.

Existing Demand and Growth Projections

The land uses within the District include residential, suburban, industrial, commercial, agricultural and wild land. The area within the District's boundaries is approximately 14 square miles.

Population

There are approximately 618 permanent residents within the District, based on census block population in the 2020 census. Census block numbers used to calculate the population are from within the existing boundary area of Beckwourth FD, as of October 2021. It should also be noted that there is a significant seasonal variation in population.

Existing Demand

The District reports that the peak demand period for every service, including emergency medical, occurs during the summer months, due to the influx of tourists. The most service calls occur between noon and three in the afternoon.

The District reported that it has observed a significant increase in the number of calls in 2021 due to contracting with the City of Portola. The District has doubled the number of volunteers to handle the increase in calls.

Figure 5-5: Beckwourth FD Number of Calls (2018- June 2021)

Year	BFD calls	Portola calls	Total calls
2018	86	N/A	86
2019	77	N/A	77
2020	78	N/A	78
2021*	50	117	167
Notes:			
1) 2021* covers YTD Jan-June 2021.			
2) BFD breakdown 2021 9 fire/24 med/17 misc.			
3) Portola breakdown 2021 8 fire/ 88 med/ 21 misc.			
4) Combined breakdown 17 fire/ 112 med/ 38 misc.			

Projected Growth and Development

The District anticipates minimal growth in population and similarly in service demand within the District in the next few years; however, no formal population projections have been made by the District.

The State Department of Finance (DOF) projects that the population of Plumas County will decline by 0.27 percent annually through 2040. Based on these projections, the District's population would decline from 618 in 2020 to approximately 585 in 2040. It is anticipated that demand for service within the District will remain constant based on the DOF population growth projections through 2040.

The District reported that to their knowledge there are minimal planned developments within its boundaries. Grizzly Ranch has not reached its build out potential of 330 homes; empty lots are scattered throughout the community. Another area of potential development is located along County Road A-23. One of those developments is a business retreat with lodging, restaurant, and meeting facilities that has been working closely with the County the last 18 months. There are currently 50 homes, but there are plans to build more. It is not a single development, but instead multiple individually planned homes. Other potential growth areas consist of four to five lot zones that are scattered all over the District.

The district expects its service demand to go up when the planned developments are fully constructed. Currently, Beckwourth FD reported that it does not have the capacity to serve large or spread-out developments. It plans to negotiate with the developers to build a new station when the need arises. The District identified an area in its future growth area that will be difficult to serve—future homes along some areas along County Road A-23 are too far away from the District's stations, which will lead to longer response times.

Growth Strategies

The District is not a land use authority and does not hold primary responsibility for implementing growth strategies. The land use authority for unincorporated areas is the County.

The County enforces the codes that it has enforcement power over, which does not encompass all State fire codes. The County ensures that new construction meets the requirements of the latest adopted edition of the California Building Standards. The County enforces the County codes that have been adopted in lieu of the California Fire Safe regulations. The County does not have authority to enforce PRC 4291, which requires defensible space around structures; however, the County does have some enforcement authority over vegetation removal around buildings that was adopted prior to PRC 4291. In addition, the Board of Supervisors, through the adoption of the General Plan and county codes, regulates development standards to be followed in processing subdivisions, including fire protection.

The proposals for new developments are sent for review to the appropriate fire provider if a development is within district's boundaries. Since the last MSR, all SOIs have been updated and shared with the County to ensure that proposals within a district's SOI but outside of its boundaries are also shared with the respective district for review. In 2010, the County Board of Supervisors had been discussing the possibility of hiring a fire marshal, part of whose responsibilities may be code enforcement and building inspections. However, as of the drafting of this report no movement has been made toward hiring of a fire marshal due to budget restrictions.

The County's General Plan was adopted in 2013 with several policies impacting the fire providers of new developments.

The District reported concerns that new developments in the County were not being required to comply with existing requirements. The County reported that only one agency had come to the County regarding these concerns, which were unfounded at the time. No conjecture is made by the authors of this report as to the accuracy of these statements. It

should be noted that one of the purposes of the newly formed Emergency Service Feasibility Group is to address these concerns.

Policies outlined in the General Plan that impact fire service providers include:

- 1) LU 1.5.3 The County shall require development to be located adjacent to, or within, areas where fire and life safety services exist, or can be efficiently and economically provided.
- 2) LU 1.5.5 The County shall review development proposals for their impacts on infrastructure (for example, sewer, water, fire stations, libraries, streets, etc.). New development shall be required to pay its proportionate share of the costs of infrastructure improvements required to serve the project to the extent permitted by State law.
- 3) CIR 4.1.7 All commercial and industrial parcels shall be served by a structural fire protection entity and shall be within reasonable service distance from existing fire protection facilities and as determined by the appropriate area.
- 4) PHS 6.1.3 The County shall continue to promote awareness and education among residents regarding possible natural hazards, including soil conditions, landslides, earthquakes, flooding, wildfire hazards and emergency procedures.
- 5) PHS 6.1.4 The County shall promote all applicable public safety programs, including neighborhood-watch programs, hazards materials disposal, public awareness and prevention of wildfire hazards, and other public-education efforts.
- 6) PHS 6.3.1 The County shall review and update its Fire Safe ordinance to attain and maintain defensible space through conditioning of tentative maps and in new development at the final map or building permit stage.
- 7) PHS 6.3.2 The County shall consult the current Fire Hazard Severity Zone Maps during the review of all projects so that standards and mitigation measures appropriate to each hazard classification can be applied. Land use densities and intensities shall be determined by mitigation measures in areas designated with a high or very high fire hazard rating. Intensive development in areas with high or very high fire hazard rating shall be discouraged.
- 8) PHS 6.3.3 All developments within the service boundaries of an entity which provides structural fire protection may be required to make contribution to the maintenance of the existing level of structural service proportionate to the increase in demand for service structural fire protection and Emergency Medical Services resulting from the development.
- 9) PHS 6.3.4 As a requirement for approving new development, the County must find (based on information provided by the applicant and the responsible fire protection district), that concurrent with development, adequate emergency water flow, fire access and fire-fighting personnel and equipment, will be available in accordance with applicable State, County, and local fire district standards
- 10) PHS 6.3.5 As a requirement of new development, the applicant must demonstrate that adequate emergency access exists or can be provided to ensure that

emergency vehicles can access the site and that private vehicles can evacuate the area.

- 11) PHS 6.3.6 As a condition of development, the County shall require the long-term maintenance of private roads, including roadside vegetation management, to the standards of original improvements.
- 12) PHS 6.3.7 The County shall research the feasibility of a countywide rural fire protection water system that provides a cost-effective, adequate water supply.
- 13) PHS 6.2.8 The County shall encourage upgrading facilities within existing fire protection districts and encourage expansion of existing districts where warranted by population density allowed under the General Plan.
- 14) PHS 6.3.9 The County shall require new development within high and very high fire hazard areas to designate fuel break zones that comply with defensible space requirements to benefit the new and, where possible, existing development.
- 15) PHS 6.3.10 The County shall encourage the use of prescribed burning as a management tool for hazardous fuels reduction, timber management purposes, livestock production and enhancement of wildlife habitat. The County shall support removal of fuels and chipping and onsite distribution of chipped materials as an alternative to burning.
- 16) PHS 6.3.11 The County shall cooperate with Federal, State, community fire safety groups and other fire protection entities in fire prevention programs and in identifying opportunities for hazardous fuel reduction projects in zones of high and very high fire hazard either prior to or as a component of project review.
- 17) PHS 6.3.12 The County, in cooperation with Federal and State agencies, community fire safety groups, and the local fire protection districts, shall educate the public about the hazards of wildfires, methods to reduce the potential for fires to occur, and mitigation measures, including reducing fuel loads, to lessen the impacts of wildfires.
- 18) PHS 6.3.13 The County shall support fuel modification across public and private forestlands to reduce the potential for catastrophic wildfires, with the highest priority directed toward reducing hazardous fuel levels in the wildland-urban interface.
- 19) COS 7.2.16 The County shall support the use of controlled fuel management where feasible and appropriate as a natural ecosystem process, to reduce the threat of catastrophic wildfire and promote healthy forest environments and habitats.
- 20) AG/FOR 8.13.3 Support both State and Federal wildland fire protection programs and local Fire Safe programs that reduce the risk of wildland fires and the loss of timber on private and public property.
- 21) W 9.2.4 The County shall, in cooperation with wildfire management agencies, such as CalFire, United States Forest Service and local fire protection agencies, develop a variety of land-use planning, site design and vegetation management techniques to reduce the risk of wildfires. This risk reduction shall also include post-fire erosion, sedimentation and water-quality conditions.

- 22) W 9.3.2 The County shall support plans and projects to improve the conditions of overstocked forestlands, especially around communities-at-risk, to reduce the potential adverse impacts from wildfires, to protect watersheds, habitats and reduce excessive evapotranspiration losses.
- 23) W 9.5.6 The County, in coordination with local water service purveyors, wildfire protection agencies and local fire protection agencies, shall ensure consistent and adequate standards for fire flows and fire protection for new development, with the protection of human life and property as the primary objectives.

The County has not adopted the new standards for development yet resulting from the policies adopted in the 2013 General Plan. County zoning code is to go through a revision process and an annual report on progress in order for the zoning code to implement the General Plan. The District reported that the lack of updated standards poses a challenge in providing proper fire protection.

In 2007, the Board of Supervisors formed the Emergency Services Advisory Committee to “evaluate the funding feasibility of providing uniform and comprehensive emergency services to all of Plumas County.” The Committee attempted to look for opportunities to increase funding for emergency services but faced a considerable challenge in the difficult economic times. It focused on mitigating efforts through building and development standards improvements and the General Plan update process and encouraging local fire service providers to share resources and realize economies of scale in preparing grant applications, conducting training and engaging in other joint programs.

According to the District, the County sends Beckwourth FD plans for proposed construction for review and input, but only for existing subdivisions and not for new developments.

In 2010, Beckwourth FD conducted a consolidation study in which it explored the possibility of consolidating with EPRFPD. The conclusion reached was that although consolidation is inevitable in the future, right now all parties are not agreeable on various terms. If EPRFPD were to take on parcel fees, consolidation may be financially sound, as reported by Beckwourth FD.

The current consolidation effort of the Eastern Plumas Fire Agencies in 2021 is the furthest these efforts have gone to date. The four agencies that are participating have issued an RFP and hired a consultant to perform a feasibility study that meets LAFCo’s requirements for formation of a new combined district, which was selected by the study group as the best option forward. This effort is more critical than ever for the community as the agencies are struggling to survive financially and maintain sufficient volunteer fire fighters to do the job as currently configured.

Financing

The District reports that current financing levels are adequate to deliver services; however, Beckwourth FD reported that it is constantly in search of more income to be able to provide current and better services and equipment. It was also reported that the 2008 recession had a negative impact on the District’s revenue streams, as planned developments

within its boundaries were on hold and the growth in assessed values for property taxes had been low and many properties were in default on taxes and emergency services assessments. The District has relied on strike team funds from wildfires to close the funding gap and to upgrade equipment over the last 4 to 5 years. The District has moved to a hybrid staffing model due to difficulty in recruiting and maintaining volunteers. This has made it more difficult to fund all the necessary reserves and replacement funds necessary. The hybrid model has led to better and faster service to the community.

The County keeps accounts for the District's finances and tracks revenues and expenditures. The District's total revenues for FY 19-20 were \$295,918. Revenue sources include property taxes (32 percent), benefit assessments (23 percent), Strike team (32 percent), state aid (zero percent), charges for services (one half percent), and other revenue (one sixth percent). Benefit assessments are charged on properties recently annexed into the District. The District has three areas that pay assessment fees. The first is Grizzly Ranch and was built by a developer in 2003. As part of the negotiation with the County and the BFD they were required to build a Fire Station on Grizzly Road adjacent to the development and dedicated to the BFD. They also built a water and sewer system with water storage and 86 fire hydrants, back up generators and emergency fire pumps. The current annual assessment is \$223 per lot with a 2% inflation escalator annually. There are 333 lots in Grizzly Ranch, approximately 20% of the lots are in default on their taxes and assessment fees currently. The second assessment area is the Grizzly Ranch / Sierra Valley development annexed into the district in 2005 the current annual assessment is \$79 per parcel with a 2% escalator. There are 378 lots in this assessment area. The third assessment area was annexed into the District in 2011. The annual assessment is \$179 per parcel with a 2% escalator. There are 21 lots in this assessment

Beckwourth FD charges fees for conducting inspections and responding to wild land fires. The District has a commercial, industrial and residential special inspection fee schedule. The service fees paid to the District for responding to wild land fires as a Cooperating Agency under Assistance by Hire are the same for all Districts that respond to a federal incident. The rates for the personnel responding to an incident are based on comparative salary survey of representative paid fire districts and departments and are updated annually. The District also charges for out-of-area service agreements. Sierra Health Foundation began contracting for services from the District at \$10,000 per year; contract payments are increased two percent annually. Their 2020 annual payment is \$14,213.00, which is paid in quarterly payments.

Figure 5-6: Beckwourth FD Revenues and Expenditures

Income/Expenses	FY 19/20 Budgeted	FY 19/20 Actual	FY 20/21 Budgeted
<i>Income</i>			
General tax revenue	\$ 67,050	\$ 68,260	\$ 65,108
Special assessment	118,668	93,434	92,800
Interest	500	2,085	0
State grants	2,340	0	0
Strike Team	0	96,721	0
Federal other	5,400	0	5,400

Contract Fire Fees	13,661	17,026	14,213
Training	500	550	500
Donations	2,000	4,050	2,500
Other	13,050	13,792	0
Total Revenues	223,169	295,918	180,521
Expenses			
Salaries & Benefits	\$ 117,289	\$ 110,634	\$ 117,693
Services & Supplies	85,930	87,000	83,246
Capital Outlays	19,950	54,950	13,950
Other Expenditures	0	0	0
Total Expense	223,169	252,584	214,889
Net Income	\$ 0	\$ 43,334	(\$ 34,638)

Beckwourth FD expenditures were \$252,584 in FY 19-20. Of this amount, 34 percent was spent on services and supplies, 43 percent on salaries and wages, 22 percent on fixed assets which included a type 1 Fire Engine purchased from CAL-OES and the remainder was spent on a compressor and accessories for filling air packs. In FY 19-20, revenues exceeded expenditures by \$43,334. The 43 percent on salaries was high due to the strike team assignments that brought in \$96,721 which pushed the overall payroll percentage higher.

The District does have a capital improvement plan; it currently plans expenditures for capital improvement projects on an annual basis in the annual budgets. Capital improvements are financed through capital reserves which are set aside for specific uses such as repair and replacement. Operational reserve has been created and the District has started to fund these reserves in the FY 20-21 budget. The District also does fundraising through selling T-shirts and reflective signs.

The District routinely identifies additional funding opportunities, one of which is to apply for more grants. The current grants awarded in 2021 to BFD are.

1. Cal Fire FFP grant for wildland and structure fire PPE
Grant amount \$39,440 with a 50% matching funds required.
BFD reimbursement \$19,720 Total
2. FEMA / Department of Homeland Security Assistance to Firefighters Grant (AFG)
Grant amount \$148,799 with a 5% matching funds required.
BFD reimbursement \$148,713 Total
Replacement of SCBA's for BFD

Additionally, the township of Beckwourth Tax Rate Area 53-138, does not have a parcel rate attached to it, therefore, BFD is not receiving property tax revenue from this tax rate area, although it was part of the District's original boundaries.

The County reported that only those areas that had existing taxes in place prior to 1977 contribute a share of the property tax base to the districts. Before the passage of Proposition 13, Districts had the ability to set the tax rate at will. With the passage of Proposition 13, the tax rate was frozen as of a certain date. The County does not have a procedure for renegotiating tax sharing for existing developed areas, only for annexations on a case-by-case basis and only for a portion of any future tax increases, not for the base. Fire district law allows districts to hold parcel tax elections in order to raise tax revenue.

FIRE AND EMERGENCY SERVICES

Service Overview

Beckwourth FD provides structural fire suppression, wild land fire suppression, emergency response, basic life support, rescue and limited fire prevention programs. Prevention programs include performing educational activities with children at the local elementary school, nearby summer camp, conducting inspections, issuing burn permits, patrolling and checking on burn permits, and putting up signs and warnings. Additionally, the District has been more active working with the many Firewise committees in our jurisdiction.

Collaboration

The District has mutual aid agreements with SVVFPD, City of Loyalton FD, USFS, Sierra County FPD, EPRFPD, and EPHC. It engages in joint trainings with fire departments from Plumas and other counties. The District is a member of the Fire Chief's Association, Special District Association of Plumas County, California Special District Association, National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC)

Dispatch

The County Sheriff is the Public Safety Answering Point (PSAP); consequently, most land line emergency calls (9-1-1 calls) are directed to the Sheriff. Most cell phone emergency calls (9-1-1 calls) are answered by CHP and redirected to the Sheriff. The Sheriff provides dispatching for most fire providers in the County except for the ones in the northern part of the County, which are served by the CHP Susanville Dispatch Center. The Forest Service has its own dispatch. The Sheriff Dispatch Center has a first responder map, which it uses to identify which provider to dispatch to an incident. All territory within the County has a determined first responder; although, many areas lie outside the LAFCo approved boundary of the districts and lack an officially designated fire provider.

When multiple providers respond to an incident in Beckwourth FD's service area, they use the incident command model. The chief assigns other service providers tasks as needed.

Staffing

Beckwourth FD has 30 sworn personnel—one fire chief, two division chiefs, two, captains, two engineers, and firefighters. five of these positions are Duty Officers who are part time paid personnel. The rest of the firefighters are entitled to compensation when they respond to wild land fires. The median age of the fire fighters is 50, with a range from 23 to 77. Currently, the staff is as follows: There are 31 members with varying positions that include division chiefs, part-time paid duty officers, captains, engineers, senior firefighters, firefighters, and auxiliary members. All members are required to be medically certified at a minimum of EMR.

The District reports that its staffing levels have increased significantly since January 2021 when the City of Portola contracted with BFD for fire and medical services. The District conducts weekly trainings. On the first Monday of each month there is a business meeting, on the second and third Mondays there are fire trainings, and on the fourth they conduct

EMS training. The District also holds state certified classes and NWCG classes that typically take place on Saturdays and Sundays. These classes are open to any and all state fire departments. The District does not have a minimum required amount of training hours, but if a firefighter misses three months of training, he or she becomes inactive.

Facilities and Capacity

Beckwourth FD operates two fire stations within its boundaries. In addition, the District now operates and staffs the two stations in the City of Portola by contract. Station 1 is located in Beckwourth and was built in 1948. The last addition to the station was done in 2003-04. Station 2, on Grizzly Road, was built in 2006. The District owns both stations. Station 1 is staffed from ten in the morning to four in the afternoon. There are always two to three people at a time staffing the station, including administrative personnel. Station 2, shared with USFS, is staffed from nine in the morning till seven in the afternoon in summer months and from eight in the morning to five in the afternoon during the rest of the year. Five people, all of whom are USFS personnel, usually staff the station. Station 2 is also operated by Beckwourth FD volunteers who typically respond from their work or residence. Station 3 and Station 4 are in Portola and were both renovated in early 2021 and are staffed by part time duty officers and a volunteer Portola Division of fire fighters. Stations 3 and 4 are described in greater detail in the City of Portola's chapter.

Station 1, which is the main station, was reported to be in fair condition. It is used to house vehicles, for training purposes and as an administrative office. Station 2 was reported to be in excellent condition. It is shared with USFS, which has a small office and a wild land engine there. Station 1 houses one Type 1 engine, one Type 3 engine, two Patrols, and one Type 1 water tender. Station 2 is used to store one Type 1 engine, one utility/response vehicle, and one Type 3 engine that belongs to USFS. There is also a command vehicle, which is used by the chief and is usually kept at his place of residence.¹⁸

The Beckwourth Fire District has access to fire flows. Total water storage available is 650,000 gallons. Flow range from 1,000 gpm to 1,500 gpm and PSI is 60.

Currently, the District has the capacity to provide adequate services within its boundary area. However, it is anticipated that as expanded planned developments are completed, Beckwourth FD will need additional stations.

Infrastructure Needs

Station 1 requires upgrades. It needs new asphalt that would cost approximately \$80,000-\$100,000 and replacement of a portion of the roof that is estimated to be about \$10,000, additional funding is needed for engine bay exhaust upgrades and rot of siding in general around the station. There are currently plans to address these needs in the capital improvement program.

Station 2 is a newer station and does not require any upgrades. The District just up graded its water tender and also acquired an additional water tender through the

¹⁸ Station 1- 500-gallon Type 3 wild land, 5000-gallon water tender, 800-gallon Type 1 structure and wild land, 100 gallon medical/patrol utility. Station 2 - 800-gallon type 1, 500-gallon Type 3 USFS, 500-gallon Type 3 BEC, Medical Patrol/Utility BEC.

Government Surplus program in 2021. A majority of the vehicles have been replaced recently. The command vehicle assigned to the Chief was also replaced in late 2020. The Type 1 engine at Station 2 was just upgraded with a 2007 American La France Eagle engine. The 1989 Peirce type 1 is now in reserve status.

Challenges

The District reported several challenges to providing adequate services:

- ❖ A residence on Cub Lane is extremely difficult to get to during an incident. There is an easement instead of a driveway, and only a pickup truck is able drive up to the house.
- ❖ A similar challenge exists at a residence off of Grizzly Road. The driveway is at a 45-degree angle and none of the larger engines can drive up to the house.
- ❖ The District does not have the ability to provide full hazardous materials service. It is only able to contain a threat and wait for the hazmat team.
- ❖ Due to the local recession, the District's tax income has been reduced and planned developments are presently on hold.
- ❖ Due to the local recession and the COVID-19 pandemic, tax assessment defaults at Grizzly Ranch are at 20 percent which is affecting income to the District significantly.

Some of the opportunities for service improvement mentioned by the District include looking for additional grants and possible reorganization with three other fire providers. In 2019 the District executed an MOU with the other local fire providers in Eastern Plumas County. That committee has made significant progress in evaluating consolidation. A consultant has been selected to conduct a feasibility study in order to provide information needed for LAFCO to approve a new district formation. BFD and the City of Portola signed a contract that went into effect as of February 1, 2021, for Beckwourth Fire District to assume fire and EMS services for a two-year period. This is a good initial step to a larger and complete reorganization.

Service Adequacy

While there are several benchmarks that may define the level of fire service provided by an agency, indicators of service adequacy discussed here include ISO ratings, response times, and level of staffing and station resources for the service area.

Fire services in the communities are classified by the Insurance Service Office (ISO), an advisory organization. This classification indicates the general adequacy of coverage. Communities with the best fire department facilities, systems for water distribution, fire alarms and communications, and equipment and personnel receive a rating of 1. Beckwourth FD has an ISO rating of 5/7/10. Grizzly Ranch, Grizzly Creek Ranch and Crocker Estates have a rating of 5, the southern area of County Road A-23 has a rating of 10, and the remainder of the District has a rating of 7. The ISO rating was last updated in 2010. The rating of 5 is achieved in the mentioned communities because of the three water service

providers operating within them, Grizzly Ranch CSD, Grizzly Creek Ranch/Sierra Health Foundation and Grizzly Lake CSD, and consequently the additional water supply.

The National Fire Protection Association (NFPA) has issued a performance standard for volunteer and combination fire departments (NFPA 1720). This standard, among other guidelines, identifies target response time performance for structure fires. The response time is measured from the completion of the dispatch notification to the arrival time of the first-responder at the scene. Though not a legal mandate, NFPA 1720 does provide a useful benchmark against which to measure fire department performance. NFPA 1720 recommends that the response times for structure fire be nine minutes in urban demand zones at least 90 percent of the time, 10 minutes in suburban zones at least 80 percent of the time and 14 minutes in rural zones at least 80 percent of the time. Response times in remote zones are directly dependent on travel distances.¹⁹

Emergency response time standards vary by level of urbanization of an area: the more urban an area, the faster a response has to be. The California EMS Agency established the following response time guidelines: five minutes in urban areas, 15 minutes in suburban or rural areas, and as quickly as possible in wild land areas. The District's response zones include the rural and wilderness classifications. The District tracks each incident's response time. Sometimes it takes a minute to respond, but other times it may take more than ten depending on the time of day and the area. The District reported that lengthy responses to wilderness areas may skew its response time data; however, based on response time data provided by BFD, Beckwourth FD responds to 90 percent of calls within 15 minutes, which is within the established California EMS Agency guidelines and the NFPA 1720 benchmark.

The service area size for each fire station varies between fire districts. The median fire station in eastern Plumas serves approximately 20 square miles. Sierra Valley FPD serves the most expansive area, with 111 square miles served per station on average. Densely populated areas tend to have smaller service areas. For example, the average service area for the City of Portola is 3.8 square miles. By comparison, each fire station in Beckwourth FD serves approximately 39.5 square miles.

The number of firefighters serving within a particular jurisdiction is another indicator of level of service; however, it is approximate. The providers' call firefighters may have differing availability and reliability. A district with more firefighters could have fewer resources if scheduling availability is restricted. Staffing levels in eastern Plumas County vary considerably from department to department.

¹⁹ Urban demand zone has population density of more than 1,000 people per square mile; suburban zone—between 500 and 1,000 people per square mile, rural zone—less than 500 people per square mile, and remote zone is identified by eight or more miles of travel distance to an incident.

Figure 5-7: Beckwourth Fire District Fire Profile

Fire Service					
Facilities					
Fire station	Location	Condition	Staff per Shift	Vehicles	
Station 1, 180 Main Street	Beckwourth CA 96129	Good	2-3 District staff including administrative staff	1 Type 1 engine, 2 Type 3 engines, 2 water tenders, 2 Type 4 engines.	
Station 2, 4076 Grizzly Road	Portola, CA 96122	Excellent	5 USFS staff	1 Type 1 engine, 2 Type 4 engines, 1 Type 3 engine that belongs to USFS.	
Facility Sharing					
Current Practices: The District currently shares Station 2 with the USFS. The meeting room at Station 1 is used by various groups for community events and the Hospital uses the room for an annual vaccination clinic.					
Future and new opportunities: The District uses the City of Portola's Southside Station large meeting room as a training hub for fire trainings now that Portola and BF District are combined services.					
Infrastructure Needs and Deficiencies					
Station 1 needs asphalt repairs and building repairs to the roof and siding.					
District Resource Statistics		Service Configuration		Service Demand	
Staffing Base Year	2021	Configuration Base Year	2021	Statistical Base Year	2021
Fire Stations District & Portola	4	Fire Suppression	Direct	Total Service Calls thru June 30, 2021	167
Stations Serving District & Portola	4	EMS	Direct	% EMS	67%
Sq. Miles Served/Station District only	40	Ambulance Transport	EPHCD	% Fire/Haz Mat	10%
Total Staff ²	32	Hazardous Materials	Direct	% False	1%
Total Full-time Firefighters	0	Air Rescue/Amb. Helicopter	Care Flight	% Misc. emergency	12%
Total Call Firefighters	30	Fire Suppression Helicopter	USFS, CalFire	% Non-emergency	10%
Total Sworn Staff per Station inc. Portola	7.5	Public Safety Answering Point	Sheriff	% Mutual Aid Calls	Unk
		Fire/EMS Dispatch	Sheriff		
Service Adequacy		Service Challenges			
Response Time Base Year	2010	The District is paged out for non-emergency and non-department relevant services, which needs to be revised with dispatch to prioritize responses for emergencies.			
Median Response Time (min)	7.5	Training			
90th Percentile Response Time (min)	15				

ISO Rating	5/7/2010	Firefighters train every Monday. On the first Monday is a business meeting, on the second and third Monday there are fire trainings, and the fourth Monday is EMS training. If a firefighter misses three months of training, he or she becomes inactive.
<i>Mutual & Automatic Aid Agreements</i>		
The District has mutual aid agreements with SVVFD, City of Loyalton FD, USFS, Sierra County FPD, EPHCD, and EPRFPD.		
Notes: 1) Primary service area (square miles) per station. 2) Total staff includes sworn and non-sworn personnel. 3) Based on ratio of sworn full-time and call staff to the number of stations. Actual staffing levels of each station vary.		

BECKWOURTH FIRE PROTECTION DISTRICT DETERMINATIONS

Growth and Population Projections

- ❖ Despite economic difficulties and stalled developments, the population of the District is expected to grow minimally over the next few years.

The Location and Characteristics of Disadvantaged Unincorporated Communities Within or Contiguous to the Agency's SOI

- ❖ Based on American Community Survey 2016-2020 Census Tract information, the entirety of the study area and the boundaries within and immediately adjacent to each of the five reviewed fire providers is defined as disadvantaged. While the City of Portola is incorporated, the remainder of the territory meets the definition of a disadvantaged unincorporated community as defined in Water Code §79505.5. Census Tract 000300 encompasses the entirety of the service area and has a population of 4,484 comprising 2,051 households with a median income of \$48,238.

Present and Planned Capacity of Public Facilities and Adequacy of Public Services, Including Infrastructure Needs and Deficiencies

- ❖ The District's current facilities have the capacity to adequately serve current demand, but not future growth. When planned developments are constructed, the District will need to evaluate the need for additional stations.
- ❖ It is recommended that the County Sheriff's Office and the local paid ambulance service work with the fire districts to develop a dispatch protocol that makes sense for a volunteer fire service. It is critical to the long-term viability of volunteer departments that a tiered dispatch is developed so the District is only dispatched to necessary emergencies.
- ❖ The District will need to institute some capital projects at its headquarters including new asphalt and replacement of a portion of the roof at Station 1 including other miscellaneous upgrades.
- ❖ Currently, capital improvement projects are identified in the annual budget. The District has adopted reserve policies and will need to do a replacement study of its assets and continue to fund the reserves funds annually.
- ❖ Beckwourth FD responds to 90 percent of calls within 15 minutes, which is within the established California EMS Agency guidelines and the NFPA 1720 benchmark.

Financial Ability of Agencies to Provide Services

- ❖ The District reports that current financing levels are adequate to deliver services. The District does have a short fall in its Capital and repair and replacement programs.

- ❖ Beckwourth FD is searching for additional revenue sources to provide enhanced service levels.
- ❖ The District hopes to increase its funding by applying for grants, ensuring all parcels are contributing property taxes and annexing additional territories.

Status of, and Opportunities for, Shared Facilities

- ❖ Beckwourth FD collaborates with other fire providers in Plumas County, and outside of it, through mutual aid agreements and memberships in the Fire Chiefs Association, Special District Association of Plumas County, and NFPA.
- ❖ The District shares its Station 2 with USFS and provides its meeting hall for community and hospital events.
- ❖ The District now contracts with the City of Portola to provide fire and emergency services. This is a critical step in what is hoped to be a larger consolidation project in Eastern Plumas County.

Accountability for Community Service Needs, Including Governmental Structure and Operational Efficiencies

- ❖ Beckwourth FD demonstrated accountability and transparency by disclosing financial and service-related information in response to LAFCo requests.
- ❖ Generally, the fire districts have been challenged in maintaining full and legally-seated governing bodies. Over the last decade, the districts have failed to appropriately renew terms for already seated members, have appointed board members that do not meet the legal requirements to sit on the board, and have failed to inform the County Clerk regarding any changes to their board members.
- ❖ A governmental structure option is reorganization with other neighboring fire service providers, which offers opportunities for shared resources and finances.
- ❖ Beckwourth FD is conducting a consolidation study with four other local departments including City of Portola, Gold Mountain CSD, and Sierra Valley VFD. The feasibility study has determined that formation of a new fire district is a practical and affordable solution to many of the challenges faced by fire providers in the region.

6. EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

Eastern Plumas Rural Fire Protection District (EPRFPD) provides structural fire suppression, wildland fire suppression, emergency response, basic life support, rescue and occasional fire prevention programs.²⁰ A municipal service review was last completed for the District in 2011.

AGENCY OVERVIEW

Background

EPRFPD was formed in 1975 as an independent special district to provide structural fire, emergency medical and emergency rescue services.²¹ The reason for its formation was the need to provide fire protection to the growing urban areas around the City of Portola. For the first few years EPRFPD contracted with the City of Portola for the provision of fire and emergency services within the District's boundaries.²² Eventually, EPRFPD started providing fire suppression, emergency services, rescue and some fire prevention programs on its own.

The principal act that governs the District is the Fire Protection District Law of 1987.²³ The principal act empowers fire districts to provide fire protection, rescue, emergency medical, hazardous material response, ambulance, and any other services relating to the protection of lives and property.²⁴ Districts must apply and obtain LAFCo approval to exercise services authorized by the principal act but not already provided (i.e., latent powers) by the district at the end of 2000.

EPRFPD is located in the eastern part of Plumas County, in the high Sierra Mountains. The District surrounds the City of Portola and borders Beckwourth Fire Protection District in the northeast.

Boundaries

EPRFPD's boundary is entirely within Plumas County. The initial boundaries extended north to the Carmichael Ranch, south to Iron Horse Rancho, east to the end of Meadow Way, and west to include the Maybe area. The present bounds encompass approximately eight square miles,²⁵ 98 percent of which is rural and wild land.²⁶ The boundary area consists of two non-contiguous parts. The larger part surrounds the City of Portola and stretches from

²⁰ Trent Saxton, *FEMA Fire House Grant Application*, 2009, Fire Department Characteristics Part I, p. 1.

²¹ Plumas LAFCo, Resolution No. 75-2766.

²² John Gullixson, Plumas LAFCo, EPRFPD Municipal Service Review & Sphere of Influence Amendment, 2007, p. 7.

²³ Health and Safety Code §13800-13970.

²⁴ Health and Safety Code §13862.

²⁵ Total agency area calculated in GIS software based on agency boundaries as of July 1, 2011. The data is not considered survey quality.

²⁶ Trent Saxton, *FEMA Fire House Grant Application*, 2009, Fire Department Characteristics Part I, p. 1.

Willow Creek in the west to Grizzly Ranch in the east. The smaller of the two areas is located by Lake Davis. The existing boundaries of the District are shown in Figure 6-2.

Plumas LAFCo and Board of Equalization records indicate there have been five annexations to the District and six detachments from the District, since EPRFPD was formed. All recorded boundary changes are shown in Figure 6-1. The most recent annexation took place in 2010 and involved 93.6 acres of the Ridges Properties.²⁷

Figure 6-1: EPRFPD Boundary History

<i>Project Name</i>	<i>Type of Action</i>	<i>Year</i>	<i>Recording Agency</i>
Eastern Plumas Rural Fire Protection District	Formation	1975	LAFCo, SBOE
Northern Area, Lake Davis Rt	Detachment	1984	LAFCo, SBOE
Les Premo Territory	Annexation	1984	LAFCo, SBOE
Joy Way Territory	Detachment	1984	LAFCo, SBOE
West Side Territory	Annexation	1990	LAFCo, SBOE
Francisco Territory	Detachment	1995	SBOE
Lake Davis Area	Annexation	1998	LAFCo, SBOE
Portola 192	Detachment	1999	SBOE
North Joy Way	Detachment	2002	LAFCo, SBOE
Joy Parcels	Annexation	2007	LAFCo, SBOE
The Ridges Properties	Annexation	2010	LAFCo
Southeastern portion of Grizzly Ranch property	Detachment	2010	LAFCo
Sierra Health Foundation/Rocky Point Road	Detachment	2011	LAFCo, SBOE

Sphere of Influence

The SOI for EPRFPD was first adopted in 1975. The District's SOI was amended in 2007 and most recently updated in 2012.²⁸ The current SOI includes areas southeast of its boundary along A-15, west along SR 70 to Mohawk Vista, and north of SR 70. In addition, the Gold Mountain Community Service District (GMCSD) territory is included in the District's SOI.²⁹ EPRFPD's existing SOI excludes the City of Portola. According to EPRFPD's 2007 MSR, the reason for inclusion of these communities and private developments into the District's SOI was that this extension would allow for a "streamlined approach for future annexations to the most logical service provider." In the 2012 SOI study and the subsequently adopted SOI, the Sphere line between the Beckwourth Fire Protection District and the Eastern Plumas Rural Fire Protection District was adjusted from the middle of Lake Davis to the eastern shore of the Lake.

The current SOI encompasses approximately 22.5 square miles, of which approximately one-third is within the District's boundaries.

²⁷ The Ridges Annexation has been approved by LAFCo but not yet been annexed or recorded. The LAFCo approval will expire if annexation is not completed within one year of commission approval.

²⁸ LAFCo Resolution 2012-0005.

²⁹ Plumas LAFCo, Eastern Plumas Rural Fire Protection District Municipal Service Review and Sphere of Influence Amendment, 2007, p. 28.

Extra-territorial Services

Through an informal agreement with the Sheriff's Office, which is discussed in more detail in the Fire Service Section in this chapter, the District responds outside of its boundaries. The District's service area extends to the north and south of the boundary and encompasses about 37 square miles compared to eight miles of boundary area.

Additionally, EPRFPD provides contract services to C-Road Community Services District and Gold Mountain Community Services District. In 2014, C-Road CSD began contracting for fire protection and EMS services with EPRFPD. The contract is to be semiannually and extends annually automatically. Responses within C-Road CSD's boundaries are relatively low; for the basis of the determining the contract fees it was assumed there would be approximately five fire protection responses and 10 emergency responses per year. C-Road CSD pays a total annual payment of \$7,500 to EPRFPD for services. Fire Station #4 and the equipment located there continues to be owned by C-Road CSD. C-Road CSD is responsible for insurance on the station and the fire trucks.

Gold Mountain CSD contracted with the City of Portola fire and EMS services from formation in 1996 through 2018. With the City disbanding its fire department in 2018, GMCSO began contracting with EPRFPD for fire and EMS continuing to this date. As EPRFPD also assumed contract services for the City of Portola, and with limited options, the District agreed to contract directly with EPRFPD for services equivalent to those previously provided by the City. Initially on a one-year contract for \$35,000, the District agreed to renew in 2019 on a three year contract starting at \$36,050 with an annual 3 percent escalation option. GMCSO is currently working with City of Portola, the Beckwourth Fire District (BFD), and the Sierra Valley Volunteer Fire Department (SVFD) to explore the feasibility of establishing a new overarching fire district covering the SOIs of the City and three independent districts. Should the reorganization be successful, GMCSO will divest itself of fire protection services and cease receiving contract services.

EPRFPD maintains a mutual aid agreement with Beckwourth FD and is a member of the countywide mutual aid agreement, both of which occasionally require the District to respond and support incidents outside of its boundaries and service area.

Areas of Interest

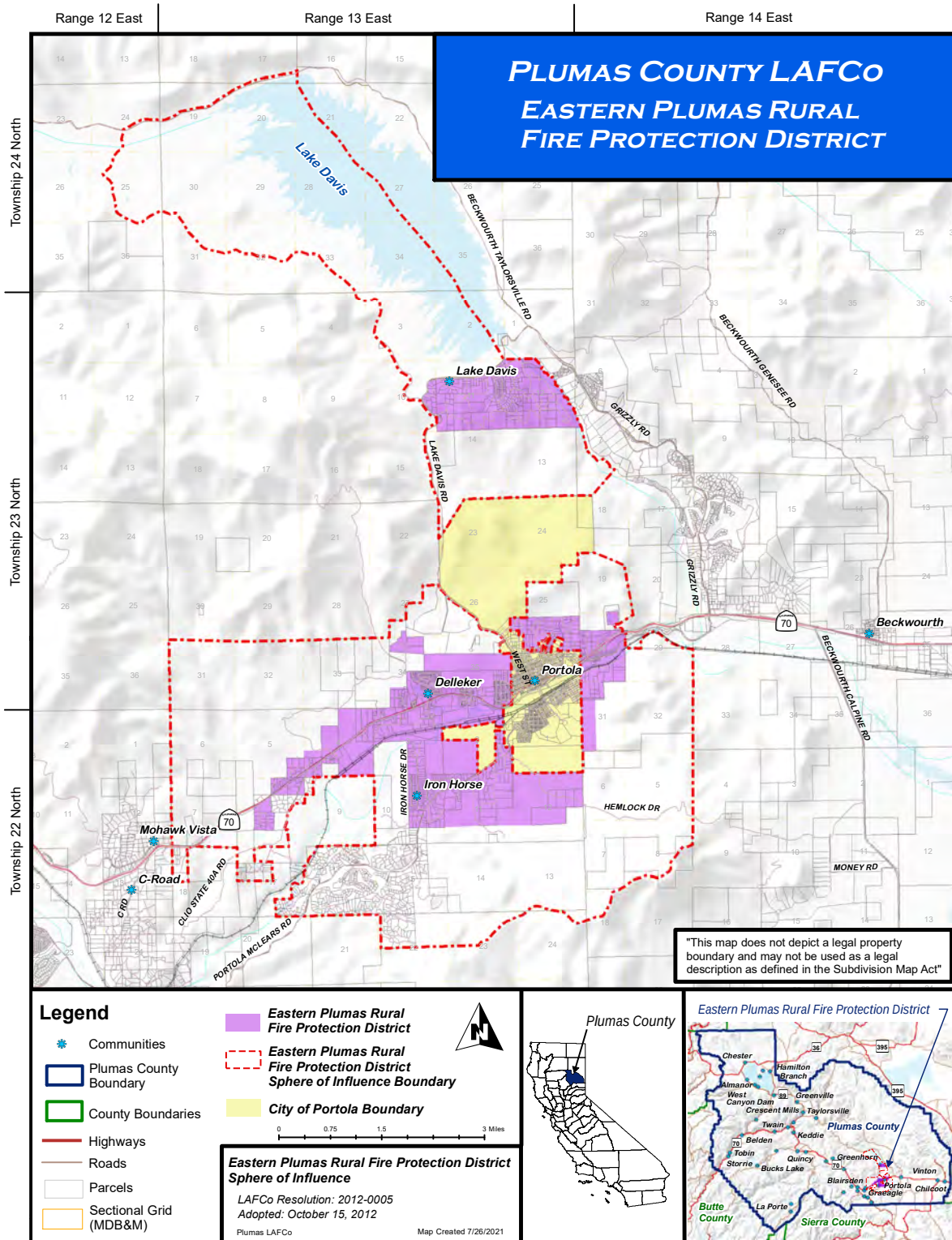
EPRFPD reported a number of areas of interest where there were 1) challenges due to limited access, 2) areas lacking a designated service provider, 3) areas with the potential for miscommunication regarding the proper first responder, or 4) overlapping service providers:³⁰

- ❖ The area between the border of the City of Portola along Lake Davis Road and the border of the District has no designated provider. At this time, EPRFPD responds to Lake Davis Road from north of Depersia Road to Grizzly Road, north along the east and west side of Lake Davis providing service to the campgrounds only.

³⁰ Interview with Keith Clark, EPRFPD Fire Chief, November 7, 2010.

- ❖ During incidents, there is sometime confusion regarding who serves the finger areas in the northeastern part of the City of Portola along Manzanita Street, Chaparral Street, Loyalton Avenue, Magnolia Avenue, and Sagebrush Avenue.
- ❖ In 2010, the District reported that it was concerned that other fire service providers are providing service within the District's SOI. Over the course of this review, the District indicated that this continues to be the case.

Figure 6-2: EPRFPD Boundaries and SOI



Accountability and Governance

The principal act orders that the governing body of a fire protection district must have an odd number of members, with a minimum of three and a maximum of 11 members. Directors may be appointed or elected.³¹ EPRFPD is governed by a five-member board of directors who are elected to staggered four-year terms. All five current Board Member were appointed in lieu of election by the County Board of Supervisors as the positions were unopposed or became available midterm. Current board member names, positions, and term expiration dates are shown in Figure 6-3.

The Board meets once a month on the third Monday at the Delleker station at 6:30 pm. Board meeting agendas are posted on the bulletin board outside of the station and on website. Minutes of every board meeting are available online and upon request from the secretary. The District maintains a website where documents are made available to the public. The website is not fully complete yet and continues to be a work in progress.

Figure 6-3: EPRFPD Governing Body

Figure 6-3: EPRFP Governing Body

Eastern Plumas Rural Fire Protection District				
District Contact Information				
Contact:	Board Chair, Jeanne Graham			
Address:	141 Delleker Road, Portola, CA 96122			
Telephone:	530-832-5626			
Email/Website:	https://eprfpd.specialdistrict.org/			
Board of Directors				
Member Name	Position	Term Expiration	Manner of Selection	Length of Term
Jeanne Graham	Chair	December-23	Appointed (in lieu)	4 years
Audrey Mitrevics	Director	December-23	Appointed	2 years
Kevin Sankey	Director	December-25	Appointed (in lieu)	4 years
Angelina Sutcliffe	Director	December-25	Appointed	4 years
Dave Rudolph	Director	December-23	Appointed	4 years
Meetings				
Date:	Third Monday of every month at 6:30pm			
Location:	Delleker Station			
Agenda Distribution:	Posted outside of Delleker Station and on website			
Minutes Distribution:	Available online and provided upon request			

In addition to the required agendas and minutes, the District does public outreach through one fundraiser – a fishing derby at Lake Davis annually.

³¹ Health and Safety Code §13842.

If a customer is dissatisfied with District's services, complaints may be submitted to the fire chief, district secretary, on the website, or directly to the Board. In the past, most of EPRFPD's complaints were regarding former staff and possible reorganization. The District reported the only formal complaint is in the form of a law suit from former staff in 2020, which is ongoing, and three formal Cease and Desist communications regarding concerns of violations of Brown Act requirements by the District to date in 2022. These communications indicated concerns of 1) preventing members of the public from commenting on agenda items, 2) delayed communication of a Director's resignation, and 3) not properly posting an agenda on the District's website prior to a meeting.

EPRFPD demonstrated accountability and transparency in its disclosure of information and cooperation with Plumas LAFCo. While delayed, the District ultimately participated in an interview and cooperated with the document requests.

Planning and Management Practices

Daily operations are managed by the Chief and the Secretary. There are 15 staff, of which, only the secretary and fire chief are paid. The Chief receives a stipend and the secretary is paid an hourly rate. The fire chief dedicates about 25 hours a week to district operations. The secretary puts in approximately 10 to 12 hours per week. All other personnel are volunteers. They include one battalion chief, one captain, one lieutenant, one medical officer, and 13 volunteer fire fighters.

Personnel are accountable to the chief. The chief reports to the Board of Directors at meetings. The chief does not perform formal employee evaluations. He makes himself available to discuss any issues on an as-needed basis.

The District tracks its staff workload by incident and by person responding. Personnel also track equipment and its maintenance by recording it in logs. EPRFPD records training hours for each volunteer. Additionally, the District reportedly conducts performance evaluations of staff. All volunteers are drug tested, and the District runs a Department of Motor Vehicles check.

EPRFPD reported performing no evaluations of overall district performance, such as benchmarking or annual reports. However, the District does meet with the two contract agencies annually to review performance and every two years to evaluate contract requirements with the agencies during renewal.

The District's financial planning efforts include an annually adopted budget and occasional audit by outside auditors. The District is required to complete an audit at least every five years; however, the most recent audit took place in 2014. The District is currently undergoing a multi-year audit to bring the District in to compliance. The District provided two adopted budgets: one for FY20-21 and another for FY21-22. EPRFPD does not adopt other planning documents, such as a capital improvement plan or master plan.

Existing Demand and Growth Projections

Ninety-eight percent of the existing land uses within the District's boundary area are agricultural and undeveloped properties, with some forest zones. Residential, commercial and industrial uses are mostly concentrated around the City of Portola. There are some

residential and recreational areas in the Lake Davis portion of the District.³² The District's boundaries encompass a total of nine square miles.

Population

As of 2008, the District's boundary area included 5,284 acres, 1,486 residential unit equivalents, 827 structures, and 1,443 lots.³³ Based on average household size throughout the County of 2.21 people during the period of 2016-2020,³⁴ the estimated population within EPRFPD's boundaries is 3,284.

Additionally, the District serves the populations of C-Road and Gold Mountain CSDs by contract. C-Road CSD has an estimated population of 133,³⁵ of which a significant majority is seasonal. The permanent population of C-Road is unknown. Gold Mountain CSD has a permanent population of approximately 76 based on GIS analysis of Census data and seasonal population of up to 180 individuals in the residential structures and a substantial number of additional seasonal guests at the hotel, rental units, and resort.

Existing Demand

The District reported having fluctuating peak demand, with no regular pattern of peak periods. Calls for medical emergencies are consistently high throughout the year, similar to other providers.

EPRFPD did not provide the number of service calls received over the last five years. However, it did provide a breakdown of calls received in 2021, which totaled 262 calls for service. Between 2010 and 2021 calls increased by approximately 118 percent, a portion of which is due to additional calls from C-Road and Gold Mountain CSDs through the initiation of contract services to these areas during that time period.

Projected Growth and Development

The agency anticipates little or no growth in population and similarly in service demand within the District in the next few years; however, no formal population projections have been made by the District.

The State Department of Finance (DOF) projects that the population of Plumas County will decline by 0.27 percent annually through 2040. Based on these projections, the District's population would decline from 3,284 in 2020 to approximately 3,111 in 2040. It is anticipated that demand for service within the District will remain at least constant based on the DOF population growth projections through 2040 given the seasonal recreational and wildfire demand for services on the fire and EMS providers in the area.

The District reported that to their knowledge there are no new or proposed developments within EPRFPD's boundaries.

³² Plumas County Online Parcel Application.

³³ Eastern Plumas Rural Fire Protection District- *2008 Annexations, Analysis of Fiscal Effects*, 2008, Attachment 1.

³⁴ United States Census Bureau, Quick Facts Plumas County, California, <https://www.census.gov/quickfacts/fact/table/plumascounty/california/PST045221> accessed on September 11, 2022.

³⁵ Based on approximately 60 residential structures and the countywide average household size of 2.21.

While growth in demand over the next 10 years is anticipated to be minimal, the District faces challenges providing adequate services to the existing population and will face similar challenges providing adequate service levels to any increase in demand in the future without additional funding.

Growth Strategies

The District is not a land use authority and does not hold primary responsibility for implementing growth strategies. The land use authority for unincorporated areas is the County.

The County enforces the codes that it has enforcement power over, which does not encompass all State fire codes. The County ensures that new construction meets the requirements of the latest adopted edition of the California Building Standards. The County enforces the County codes that have been adopted in lieu of the California Fire Safe regulations. The County does not have authority to enforce PRC 4291, which requires defensible space around structures; however, the County does have some enforcement authority over vegetation removal around buildings that was adopted prior to PRC 4291. In addition, the Board of Supervisors, through the adoption of the General Plan and county codes, regulates development standards to be followed in processing subdivisions, including fire protection.

The proposals for new developments are sent for review to the appropriate fire provider if a development is within district's boundaries. Since the last MSR, all SOIs have been updated and shared with the County to ensure that proposals within a district's SOI but outside of its boundaries are also shared with the respective district for review. In 2010, the County Board of Supervisors had been discussing the possibility of hiring a fire marshal, part of whose responsibilities may be code enforcement and building inspections. However, as of the drafting of this report no movement has been made toward hiring of a fire marshal due to budget restrictions.

The County's General Plan was adopted in 2013 with several policies impacting the fire providers of new developments.

The District reported concerns that new developments in the County were not being required to comply with existing requirements. The County reported that only one agency had come to the County regarding these concerns, which were unfounded at the time. No conjecture is made by the authors of this report as to the accuracy of these statements. It should be noted that one of the purposes of the newly formed Emergency Service Feasibility Group is to address these concerns.

Policies outlined in the General Plan that impact fire service providers include:

- 24) LU 1.5.3 The County shall require development to be located adjacent to, or within, areas where fire and life safety services exist, or can be efficiently and economically provided.
- 25) LU 1.5.5 The County shall review development proposals for their impacts on infrastructure (for example, sewer, water, fire stations, libraries, streets, etc.). New development shall be required to pay its proportionate share of the costs of infrastructure improvements required to serve the project to the extent permitted by State law.

- 26) CIR 4.1.7 All commercial and industrial parcels shall be served by a structural fire protection entity and shall be within reasonable service distance from existing fire protection facilities and as determined by the appropriate area.
- 27) PHS 6.1.3 The County shall continue to promote awareness and education among residents regarding possible natural hazards, including soil conditions, landslides, earthquakes, flooding, wildfire hazards and emergency procedures.
- 28) PHS 6.1.4 The County shall promote all applicable public safety programs, including neighborhood-watch programs, hazards materials disposal, public awareness and prevention of wildfire hazards, and other public-education efforts.
- 29) PHS 6.3.1 The County shall review and update its Fire Safe ordinance to attain and maintain defensible space through conditioning of tentative maps and in new development at the final map or building permit stage.
- 30) PHS 6.3.2 The County shall consult the current Fire Hazard Severity Zone Maps during the review of all projects so that standards and mitigation measures appropriate to each hazard classification can be applied. Land use densities and intensities shall be determined by mitigation measures in areas designated with a high or very high fire hazard rating. Intensive development in areas with high or very high fire hazard rating shall be discouraged.
- 31) PHS 6.3.3 All developments within the service boundaries of an entity which provides structural fire protection may be required to make contribution to the maintenance of the existing level of structural service proportionate to the increase in demand for service structural fire protection and Emergency Medical Services resulting from the development.
- 32) PHS 6.3.4 As a requirement for approving new development, the County must find (based on information provided by the applicant and the responsible fire protection district), that concurrent with development, adequate emergency water flow, fire access and fire-fighting personnel and equipment, will be available in accordance with applicable State, County, and local fire district standards
- 33) PHS 6.3.5 As a requirement of new development, the applicant must demonstrate that adequate emergency access exists or can be provided to ensure that emergency vehicles can access the site and that private vehicles can evacuate the area.
- 34) PHS 6.3.6 As a condition of development, the County shall require the long-term maintenance of private roads, including roadside vegetation management, to the standards of original improvements.
- 35) PHS 6.3.7 The County shall research the feasibility of a countywide rural fire protection water system that provides a cost-effective, adequate water supply.
- 36) PHS 6.2.8 The County shall encourage upgrading facilities within existing fire protection districts and encourage expansion of existing districts where warranted by population density allowed under the General Plan.

- 37) PHS 6.3.9 The County shall require new development within high and very high fire hazard areas to designate fuel break zones that comply with defensible space requirements to benefit the new and, where possible, existing development.
- 38) PHS 6.3.10 The County shall encourage the use of prescribed burning as a management tool for hazardous fuels reduction, timber management purposes, livestock production and enhancement of wildlife habitat. The County shall support removal of fuels and chipping and onsite distribution of chipped materials as an alternative to burning.
- 39) PHS 6.3.11 The County shall cooperate with Federal, State, community fire safety groups and other fire protection entities in fire prevention programs and in identifying opportunities for hazardous fuel reduction projects in zones of high and very high fire hazard either prior to or as a component of project review.
- 40) PHS 6.3.12 The County, in cooperation with Federal and State agencies, community fire safety groups, and the local fire protection districts, shall educate the public about the hazards of wildfires, methods to reduce the potential for fires to occur, and mitigation measures, including reducing fuel loads, to lessen the impacts of wildfires.
- 41) PHS 6.3.13 The County shall support fuel modification across public and private forestlands to reduce the potential for catastrophic wildfires, with the highest priority directed toward reducing hazardous fuel levels in the wildland-urban interface.
- 42) COS 7.2.16 The County shall support the use of controlled fuel management where feasible and appropriate as a natural ecosystem process, to reduce the threat of catastrophic wildfire and promote healthy forest environments and habitats.
- 43) AG/FOR 8.13.3 Support both State and Federal wildland fire protection programs and local Fire Safe programs that reduce the risk of wildland fires and the loss of timber on private and public property.
- 44) W 9.2.4 The County shall, in cooperation with wildfire management agencies, such as CalFire, United States Forest Service and local fire protection agencies, develop a variety of land-use planning, site design and vegetation management techniques to reduce the risk of wildfires. This risk reduction shall also include post-fire erosion, sedimentation and water-quality conditions.
- 45) W 9.3.2 The County shall support plans and projects to improve the conditions of overstocked forestlands, especially around communities-at-risk, to reduce the potential adverse impacts from wildfires, to protect watersheds, habitats and reduce excessive evapotranspiration losses.
- 46) W 9.5.6 The County, in coordination with local water service purveyors, wildfire protection agencies and local fire protection agencies, shall ensure consistent and adequate standards for fire flows and fire protection for new development, with the protection of human life and property as the primary objectives.

The County has not adopted the new standards for development yet resulting from the policies adopted in the 2013 General Plan. County zoning code is to go through a revision process and an annual report on progress in order for the zoning code to implement the General Plan. The District reported that the lack of updated standards poses a challenge in providing proper fire protection.

In 2007, the Board of Supervisors formed the Emergency Services Advisory Committee to “evaluate the funding feasibility of providing uniform and comprehensive emergency services to all of Plumas County.” The Committee attempted to look for opportunities to increase funding for emergency services but faced a considerable challenge in the difficult economic times. It focused on mitigating efforts through building and development standards improvements and the General Plan update process and encouraging local fire service providers to share resources and realize economies of scale in preparing grant applications, conducting training and engaging in other joint programs.

The District reported that it is not considering any annexations at this time. The District was previously part of the Local Emergency Services Study Group (LESSG), a framework for cooperative and collaborative action to explore ways to strengthen and improve the provision of fire and emergency services throughout the service areas for the five member agencies (Beckwourth Fire Department (Beckwourth), City of Portola (City), Eastern Plumas Rural Fire Protection District (EPRFPD), Gold Mountain Community Services District (GMCS), and Sierra Valley Fire Protection District (Sierra Valley).

All agencies are facing similar issues in recruiting volunteers, financing, training, and administrative compliance. In October of 2020, following ten months of meetings with the Plumas Local Agency Formation Commission (LAFCo), CAL FIRE, Plumas National Forest Service, Plumas County officials, legal counsels, and the surrounding area fire departments, the LESSG along with the new Plumas County District 1 Supervisor Dwight Ceresola arrived at a consensus. The decision of the Five Agencies was unanimous that creating a new single fire district that will provide fire and emergency medical response services, thus dissolving the existing Districts or relinquishing their fire and EMS authority, is the most effective, efficient, and economical choice available. The LESSG continues to work toward this aim by contracting with a consultant and conducting a feasibility study. Prior to the initiation of the feasibility study, in October 2021, EPRFPD’s Board chose to remove the District from participation in the group and feasibility study. Given EPRFPD’s struggles identified over the course of this review and the minimal funding EPRFPD had committed to the process, it is unclear why EPRFPD ceased participation prior to completion of the feasibility study. Based on the challenges faced by EPRFPD identified over the course of this review, which are similar to other LESSG member agencies, it is apparent that residents could receive an enhanced level of services if included in the reorganization efforts.

Financing

In 2010, the District reported that financing levels were not adequate to deliver services.³⁶ District reported as a part of this review that current financing levels, while constrained, are

³⁶ Interview with Keith Clark, EPRFPD Fire Chief, November 7, 2010.

sufficient to provide an adequate level of services.³⁷ While financing levels have been improved over the last decade, primarily due to new contract revenues and grant funds, the District continues to struggle to fund capital needs and to meet any cost sharing mandatory commitments for grant funding.

According to the District, additional funding is needed to provide for enhanced staffing levels, new vehicles, new equipment, to ensure adequate service levels to meet existing and future demand. While the additional funding would be ideal currently, it will be necessary to meet any growth in demand in the future.

The District has faced several challenges with regard to service financing:

- ❖ The District has consistently over the last three fiscal years not invested in its capital assets, including stations, office equipment, radio equipment, and other fire equipment.
- ❖ Another challenge to financing is that 300 lots, which were annexed before 2002 (subdivisions on the south side of Lake Davis and some small lots at Maybe), do not pay property tax to EPRFPD. They pay a modest annual property assessment that is only a small fraction of the amount of taxes that original properties pay to the District in taxes.³⁸
- ❖ The lack of new developments within the District's boundaries in recent years has resulted in less growth than anticipated in property tax income for the District.

The District struggles ensuring adequate funding sources to maintain adequate service levels. It is essential for the District to find ways to increase its funding. The District continues to seek grant funds, and has been allocated a grant in conjunction with Beckwourth FPD for personal protective equipment. The District attempted to pass an additional special tax of \$45 in the Lake Davis area and \$65 in other areas of the district; however, Measure C failed to pass.

The County keeps accounts for the District's finances and tracks revenue and expenditures. The District's total revenues for FY 20-21 were \$456,855. Revenue sources include contract services (unclear as the actual income for FY 20-21 was not provided), other miscellaneous (86 percent), property taxes and benefit assessments (13 percent), State and Federal aid (less than one percent), and interest (less than one percent).

The District charges a benefit assessment on the properties that were annexed in 2007 and 2008.³⁹ In addition, there is a \$20 special assessment on the properties at Lake Davis.⁴⁰ Assessment revenues are categorized as part of the property taxes in the District's financial report.

During the annexation of the Joy Properties (2007) and The Ridges (2010), the County agreed to a redistribution of a portion of the property tax increment to the District (seven

³⁷ Interview with Katy Martinez, EPRFPD District Secretary, February 23, 2022.

³⁸ Eastern Plumas Rural Fire Protection District, *2008 Annexations, Analysis of Fiscal Effects*, 2008, Attachment 1.

³⁹ Eastern Plumas Rural Fire Protection District, *2008 Annexations Analysis of Fiscal Effects*, 2008.

⁴⁰ Beckwourth FPD, 2010 Ad Hoc Committee Report on: Consolidation of the Beckwourth Fire District and Eastern Plumas Rural Fire District, 2010, p. 2.

percent of the total tax increment) and a benefit assessment of \$157.40 per residential unit equivalent per parcel that increases by two and a half percent annually. It is unclear if this benefit assessment was implemented in these areas. The District is confirming with the County.

The District's expenditures in FY 20-21 were \$303,062. Expenditures were composed of salaries and benefits (53 percent), services and supplies (46 percent), and loan repayment (one percent). The District did not make any capital expenditures in this fiscal year.

Figure 6-4: EPRFPD Revenues and Expenditures

<i>Income/Expenses</i>	<i>FY 20-21 Budgeted</i>		<i>FY 20-21 Actual</i>		<i>FY 21-22 Budgeted</i>	
<i>Income</i>						
Property Tax	\$53,140	15%	\$61,300	13%	\$58,300	51%
Use of Money	\$503	0%	\$478	0%	\$478	0.4%
State and Federal Aid	\$152	0%	\$317	0%	\$317	0.3%
Contract Services	\$121,302	34%	Not reported		\$48,530	43%
Other Miscellaneous	\$179,598	51%	\$394,760	86%	\$6,000	5%
Total Income	\$354,695	100%	\$456,855	100%	\$113,625	100%
<i>Expenses</i>						
Salaries & Benefits	\$57,119	24%	\$160,902	53%	\$36,195	20%
Services & Supplies	\$177,398	75%	\$140,041	46%	\$143,430	80%
Loan Repay	\$1,325	1%	\$2,119	1%	\$0	0.0%
Fixed Assets	\$0	0%	\$0	0%	\$0	0%
Total Expense	\$235,842	100%	\$303,062	100%	\$179,625	100%
Net Income	\$118,853		\$153,793		-\$66,000	

The District continues to perform no formal capital improvement planning. EPRFPD reported that its known capital needs consist of repaving the Delleker State parking lot and a Type 3 wildfire engine. Capital needs are budgeted for in the annual budget and as funds are available. The District attempts to acquire grants to fund capital needs. It most recently submitted a grant to fund new hosing but was denied. There were no outstanding grant applications as of the drafting of this report.

At the time of the last MSR, EPRFPD had two loans related to the Lake Davis Station and the Iron Horse Station. Since that time, both loans have been paid off and the District had no loan related debt as of the end of FY 20-21.

The District currently does not have a financial reserve or reserve policy. The net income balance left over at the end of any year rolls over to the next year. At the end of FY 20-21, the District had a an estimated carry-over balance of approximately \$70,000. At the end of FY 21-22 EPRFPD is anticipating having a carry-over balance of about \$59,473.

The District does not participate in any joint power authorities (JPAs) or joint financing mechanisms.

FIRE AND EMERGENCY SERVICES

Service Overview

EPRFPD provides fire suppression, emergency medical, rescue, hazardous material response services, and some fire prevention programs. The District does not have any certified paramedics, but all firefighters are trained in basic life support. Ambulance and Advanced Life Support services are provided by the Eastern Plumas Healthcare District. The prevention efforts of the District include making safety recommendations to homeowners.

Service Agreements

EPRFPD has formal mutual aid agreements with the City of Portola, Beckwourth FPD, Graeagle FPD and the U.S. Forest Service and is a member of the countywide mutual aid agreement. As previously described, EPRFPD provides contract services to C-Road and Gold Mountain CSD.

Training

EPRFPD collaborates with other fire departments on some training events. EPRFPD trains with local fire departments, Graeagle FPD, USFS, and law enforcement agencies. The District is a member of the Chief's Association, through which it participates in training to provide service to no man zones (areas without designated service providers). The District also participates in Quincy FPD's Fire Academy when offered.

Dispatch

The County Sheriff is the Public Safety Answering Point (PSAP); consequently, most land line emergency calls (9-1-1 calls) are directed to the Sheriff. Most cell phone emergency calls (9-1-1 calls) are answered by CHP and redirected to the Sheriff. The Sheriff provides dispatching for most fire providers in the County except for the ones in northern part of the County, which are served by the CHP Susanville Dispatch Center. The Forest Service has its own dispatch. The sheriff dispatch center has a first responder map, which it uses to identify what provider to dispatch to an incident. All territory within the County has a determined first responder; although, many areas lie outside the LAFCo approved boundary of the districts and lack an officially designated fire provider.

The District reports that the dispatch service is usually fairly adequate; however, sometimes backup is slow when there is a high volume of calls. EPRFPD indicated a concern that dispatch does not consistently record the time that an agency is on scene to a call.

Staffing

EPRFPD has 14 sworn personnel—one fire chief, one assistant fire chief, three captains and nine safety volunteers. The chief receives a small stipend, while the rest of the fire fighters are volunteers. The fire fighters range in age from 21 to 74.

The District currently tries to maintain a roster of 16 to 20 firefighters. The District reported that it has experienced a cumulative loss of three positions over the last decade. However, there are three new volunteers that are going through the intake and training

process. Most volunteer firefighters get recruited through word of mouth and the current firefighters' circle of friends. The District tried to use newspaper advertising, but had limited success with these efforts. The District reported that it needed more qualified people, but they are hard to find. Retention of volunteers was reported as a significant challenge for the District, similar to neighboring fire protection providers. Turn over was primarily attributed to residents moving out of the area.

According to the California State Fire Marshal, all volunteer and call firefighters must acquire Firefighter I certification; however, there is no time limit as to how long they may work before attaining certification. Firefighter I certification requires completion of the 259-hour Firefighter I course, which includes training on various fireground tasks, rescue operations, fire prevention and investigation techniques, and inspection and maintenance of equipment. In addition to this course, Firefighter I certification also requires that the applicant have a minimum of six months of volunteer or call experience in a California fire department as a firefighter performing suppression duties.⁴¹ EPRFPD did not provide its firefighter certification information.

Volunteers are required to attend at least 50 percent of all trainings. Firefighters train every Thursday for two to three hours and on occasional Saturdays.

Facilities and Capacity

EPRFPD operates three fire stations—one in Delleker, the second one in the Lake Davis area, and the third one in the Iron Horse community. The District owns all three stations, two of which were acquired via loan from Plumas Bank that have since been paid off.

The Delleker (Station #1) and Lake Davis (Station #2) stations were reported to be in fair condition, and the Iron Horse (Station #3) station was described to be in poor condition,⁴² as it is only adequate for housing vehicles and equipment and inadequate to for personnel due to a lack of running water.

The Delleker Station, which was built in 1991, was the District's first fire station. It generally houses three vehicles—two to fight structural fires and one for wildland fires. The Lake Davis Station was built in 1998 and the Iron Horse Station in 2002.⁴³ The Lake Davis Station has one vehicle to fight structural fires, one for wildland fires and one rescue vehicle. The Iron Horse Station houses two vehicles for structural fires and one for wildland fires.

The District's water reserves at the Lake Davis Station are represented by a 4,000-gallon water tank. The Ridges project will have two storage tanks with water available for EPRFPD to use. The Iron House Station does not have any water storage infrastructure.

⁴¹ State Fire Marshall, Course Information and Required Materials, 2007, p. 44.

⁴² Facility condition definitions: Excellent-relatively new (less than 10 years old) and requires minimal maintenance. Good-provides reliable operation in accordance with design parameters and requires only routine maintenance. Fair- operating at or near design levels; however, non-routine renovation, upgrading and repairs are needed to ensure continued reliable operation. Poor- cannot be operated within design parameters; major renovations are required to restore the facility and ensure reliable operation.

⁴³ Eastern Plumas Rural Fire Protection District, *2008 Annexations, Analysis of Fiscal Effects*, 2008.

There are no set hours when the stations are staffed by fire fighters. The District Secretary is at the Delleker Station Monday, Wednesday, and Thursday 8am-11:30am and when needed. Volunteers are always on call.

Staffing levels appear to be a capacity constraint for the District. Over the last year 2021 to 2022, response to incidents has on occasion been unpredictable and disorganized due to these staffing constraints, which have limited response capabilities as well as communication and coordination with neighboring agencies. Additionally, there has been an increase in requests for mutual aid calls within EPRFPD's boundaries, also as a result of lack of adequate personnel.

Infrastructure Needs

All three facilities require work and need to be updated. Although a storage container was added to Delleker Station in 2021 to address storage needs, the Station would ideally be expanded to hold additional vehicles and equipment to meet the District's needs. Additionally, the Delleker Station and Iron Horse Station require showers. The Iron Horse Station currently is just a garage, which requires expansion, heat, and a water tank.

Growth in the number of tourists, the public expectation of improved levels of service and aging property owners require EPRFPD to provide a higher level of service, which requires a new fire station or a significant expansion of an existing one.

There are currently no specific plans for facility expansion or construction, because the District lacks funding for large capital projects.

The District reported a need for a new Type 3 Fire Engine for use against wildfires, which in turn can generate revenue. The District's territory needs additional fire hydrants. Only one percent of the area within its boundaries has fire hydrants, which is typical of rural fire districts.

Challenges

In addition to challenges to response coordination in areas outside of the District's boundaries (discussed at the beginning of this chapter), the District reported several constraints to providing adequate services.

- ❖ Lack of current and accurate address records combined with a lack of visible address signs,
- ❖ Lack of fire hydrants within boundaries and SOI,
- ❖ Absence of water storage at the Iron Horse Station,
- ❖ Limited access and narrow rough roads in some areas (i.e., northeast of the City of Portola around Aspen Drive and Sunset Drive, the community of Gold Mountain), and
- ❖ Lack of public education regarding the need for clearing of trees and brush on private property (although there appears to be improvement in this area due to recent wildfire threats),

- ❖ Recruiting and retaining volunteers, and
- ❖ Contract negotiation with USFS regarding payouts for service on USFS lands, which remains unresolved.

Service Adequacy

While there are several benchmarks that may define the level of fire service provided by an agency, indicators of service adequacy discussed here include ISO ratings, response times, and level of staffing and station resources for the service area.

Fire services in the communities are classified by the Insurance Service Office (ISO), an advisory organization. This classification indicates the general adequacy of coverage. Communities with the best fire department facilities, systems for water distribution, fire alarms and communications, and equipment and personnel receive a rating of 1. EPRFPD has an ISO rating of 5 in urban areas and 5x in rural areas (5x denotes a former classification of 9 in split rating areas), which is an improvement from the District's previous rating of 6. The District was last evaluated in March 2015.

The National Fire Protection Association (NFPA) has issued a performance standard for volunteer and combination fire departments (NFPA 1720). This standard, among other guidelines, identifies target response time performance for structure fires. The response time is measured from the completion of the dispatch notification to the arrival time of the first-responder at the scene. Though not a legal mandate, NFPA 1720 does provide a useful benchmark against which to measure fire department performance. NFPA 1720 recommends that the response times for structure fire be nine minutes in urban demand zones at least 90 percent of the time, 10 minutes in suburban zones at least 80 percent of the time and 14 minutes in rural zones at least 80 percent of the time. Response times in remote zones are directly dependent on travel distances.⁴⁴

Emergency response time standards vary by level of urbanization of an area: the more urban an area, the faster a response must be. The California EMS Agency established the following response time guidelines: five minutes in urban areas, 15 minutes in suburban or rural areas, and as quickly as possible in wildland areas. District's response zones include primarily rural classifications. The District reported that its average response time in 2021 was 7.2 minutes for all call types.

The service area size⁴⁵ for each fire station varies between fire districts. The median fire station in eastern Plumas serves approximately 20 square miles. Sierra Valley FPD serves the most expansive area, with 111 square miles served per station on average. Densely populated areas tend to have smaller service areas. For example, the average service area for the City of Portola is 3.8 square miles. By comparison, each station in EPRFPD serves approximately 12.3 square miles.

⁴⁴ Urban demand zone has population density of more than 1,000 people per square mile; suburban zone—between 500 and 1,000 people per square mile, rural zone—less than 500 people per square mile, and remote zone is identified by eight or more miles of travel distance to an incident.

⁴⁵ Service area refers to the area that the agency will respond to, based on a first responder map used by the Sherriff's office.

The number of firefighters serving within a particular jurisdiction is another indicator of level of service; however, it is approximate. The providers' call firefighters may have differing availability and reliability. A district with more firefighters could have fewer resources if scheduling availability is restricted. Staffing levels in eastern Plumas vary considerably from department to department.

As a contract agency, EPRFPD is also subject to regular review by its contractees to ensure that the District is meeting all contract obligations. Gold Mountain CSD conducted a review of EPRFPD's services in January 2022. The review identified certain contractual obligations that were not met by EPRFPD during the review period, including the following:

- 1) Concern of the proper type of equipment not responding to call outs in the community,
- 2) Lack of partnership with other fire agencies resulting in a refusal to request mutual aid from neighboring agencies,
- 3) Familiarization training did not occur within GMCSD during the review period,
- 4) Not conforming to NFPA 1620 Pre-Incident Planning, and
- 5) Lack of leadership availability resulting in delayed fire inspection follow ups.

Also, while not a specific contractual requirement, Gold Mountain CSD identified a lack of leadership depth and availability leading to communication and coordination concerns, particularly during the Dixie Fire. Also, there has generally been a lack of communication and communication protocols on the part of EPRFPD, as well as lack of adherence to direction from the GMCSD regarding point of contact for all fire related correspondence between the two agencies. EPRFPD provided a response to the review in April 2022 negating all findings and recommendations in GMCSD's review. It is apparent that there has been a breakdown in communication challenging the working relationship between the two agencies.

Figure 6-5: Eastern Plumas Rural Fire Protection District Fire Profile

Fire Service						
Facilities						
Firestation	Location	Condition	Staff per Shift	Vehicles		
#1 Delleker Station	151 Delleker Road, Portola, CA	Fair	Unstaffed	2 Engines for structural fire; 1 Wildland fire engine		
#2 Lake Davis Station	Lake Davis Road	Fair	Unstaffed	1 Engine for structural fire; 1 Wildland fire		
#3 Iron Horse Station	5585 Semiphore Road, Portola, CA	Poor	Unstaffed	2 Engines for structural fire; 1 Wildland fire engine		
Facility Sharing						
Current Practices: The District does not currently share its facilities with other agencies. EPRFPD collaborates with other fire districts through Fire Chiefs Association and collective trainings						
Future opportunities: Opportunities for future facility sharing are dependent on the District's participation in regional discussion of reorganization.						
Infrastructure Needs and Deficiencies						
The District identified needs for station expansion and upgrades, a Type 3 engine, and water tank at the Iron Horse station.						
District Resource Statistics		Service Configuration		Service Demand		
Staffing Base Year	2021	Configuration Base Year	2021	Statistical Base Year	2021	
Fire Stations in District	3	Fire Suppression	Direct	Total Service Calls	262	
Stations Serving District	3	EMS	Direct	% EMS	62%	
Sq. Miles Served per Station ¹	12	Ambulance Transport	EPHCD	% Fire/Hazardous Materials	6%	
Total Staff ²	15	Hazardous Materials	Direct	% False	2%	
Total Full-time Firefighters	0	Air Rescue/Amb. Helicopter	CareFlight	% Misc. emergency	0%	
Total Call Firefighters	14	Fire Suppression Helicopter	CalFire	% Non-emergency	30%	
Total Sworn Staff per Station ³	4.7	Public Safety Answering Point	Sheriff	% Mutual Aid Calls	NP	
Total Sworn Staff per 1,000	0.06	Fire/EMS Dispatch	Sheriff	Calls per 1,000 people	80	
Service Adequacy			Service Challenges			
Response Time Base Year			2021			Lack of fire hydrants. No water tank at Iron Horse station. Limited access areas.
Average Response Time (min)			7.2			
90th Percentile Response Time (min)			NP			Training
ISO Rating			5/5x (2015)			Volunteers are required to attend at least 50 percent of all trainings and at least three Fire and Medical meetings. Firefighters train every Thursday for two to three hours and on occasional Saturdays.
Mutual & Automatic Aid Agreements						
EPRFPD has mutual aid agreements with the City of Portola, Beckwourth FPD, Graeagle FPD, Plumas Eureka FPD and Forest Service, and is a member of the countywide mutual aid agreement. EPRFPD provides contract services to C-Road and Gold Mountain CSD.						
Notes:						
1) Primary service area (square miles) per station.						
2) Total staff includes sworn and non-sworn personnel.						
3) Based on ratio of sworn full-time and call staff to the number of stations. Actual staffing levels of each station vary.						

EASTERN PLUMAS RURAL FPD DETERMINATIONS

Growth and Population Projections

- ❖ The estimated population of EPRFPD is 3,284 based on number of residential units and average household size in Plumas County.
- ❖ Over the past decade, the District has experienced a reduction in residential population; however, there has been an increase in tourists and related demand.
- ❖ The State Department of Finance (DOF) projects that the population of Plumas County will decline by 0.27 percent annually through 2040. Based on these projections, the District's population would decline from 3,284 in 2020 to approximately 3,111 in 2040. It is anticipated that demand for service within the District will remain at least constant based on the DOF population growth projections through 2040 given the seasonal recreational and wildfire demand for services on the fire and EMS providers in the area.

The Location and Characteristics of Disadvantaged Unincorporated Communities Within or Contiguous to the Agency's SOI

- ❖ Based on American Community Survey 2016-2020 Census Tract information, the entirety of the study area and the boundaries within and immediately adjacent to each of the five reviewed fire providers is defined as disadvantaged. While the City of Portola is incorporated, the remainder of the territory meets the definition of a disadvantaged unincorporated community as defined in Water Code §79505.5. Census Tract 000300 encompasses the entirety of the service area and has a population of 4,484 comprising 2,051 households with a median income of \$48,238.

Present and Planned Capacity of Public Facilities and Adequacy of Public Services, Including Infrastructure Needs and Deficiencies

- ❖ The District's current facilities have minimally adequate capacity serve current demand. EPRFPD does not have the capacity to serve future growth with existing fire stations and financial resources.
- ❖ The District identified a need for station expansion and upgrades, a new Type 3 engine, and a water tank at the Iron Horse station. However, EPRFPD does not have plans to address these needs in the near future due to financing constraints.
- ❖ It is recommended that the County Sheriff's Office work with the fire districts to address dispatch and response recording concerns. The District indicated concerns that dispatch does not consistently record when agencies are on scene.
- ❖ The District should consider adopting a capital improvement plan to identify financing needs and potential revenue sources for these needs.

- ❖ It is a recommended practice that fire service providers track response times for each incident.
- ❖ Staffing limitations are the primary capacity constraint for EPRFPD, which has resulted in unpredictable response capabilities and occasional leadership and communication issues.

Financial Ability of Agencies to Provide Services

- ❖ While financing levels have been improved over the last decade for EPRFPD, primarily due to new contract revenues and grant funds, the District continues to struggle to fund capital needs and to meet any cost sharing mandatory commitments for grant funding. Without these supplemental funding sources, the District would not be financially sustainable.
- ❖ The District requires enhanced revenues to finance facility and infrastructure needs.
- ❖ The District has attempted to increase revenues by charging fees for services rendered and a proposed district-wide lot assessment, both of which have been unsuccessful.
- ❖ The District is overdue for a comprehensive multi-year audit. The last audit was conducted eight years ago in 2014. It is recommended that the District finalize the audit that was reportedly underway.

Status of, and Opportunities for, Shared Facilities

- ❖ EPRFPD collaborates with other fire providers in Plumas County and outside of it through mutual aid agreements, common trainings and membership in the Fire Chiefs Association.
- ❖ The District practices facility sharing by providing contract services from its facilities to C-Road and Gold Mountain CSDs.

Accountability for Community Service Needs, Including Governmental Structure and Operational Efficiencies

- ❖ The District has received formal complaints regarding open meeting practices that conflict with the Brown Act. It is recommended that the District continue to make efforts to meet all Brown Act requirements.
- ❖ EPRFPD demonstrated accountability and transparency by disclosing financial and service-related information in response to LAFCo requests.
- ❖ Generally, the fire districts have been challenged in maintaining full and legally-seated governing bodies. Over the last decade, the districts have failed to appropriately renew terms for already seated members, have appointed board members that do not meet the legal requirements to sit on the board, and have failed to inform the County Clerk regarding any changes to their board members.
- ❖ EPRFPD's Board chose to not take part in the reorganization study being conducted by Beckwourth FPD, Gold Mountain CSD, Sierra Valley FPD, and the City of Portola.

Based on the challenges faced by EPRFPD identified over the course of this review, which are similar to other LESSG member agencies, it is apparent that residents could receive an enhanced level of services if included in the reorganization efforts.

7. GOLD MOUNTAIN COMMUNITY SERVICES DISTRICT

The Gold Mountain Community Services District (GMCSO) provides fire suppression, fire prevention, emergency medical, domestic water delivery, and wastewater collection and disposal. Eastern Plumas Rural Fire Protection District (EPRFPD) provides contracted fire and Emergency Medical Services (EMS). The Nakoma Community Association (NCA) (formerly known as the Gold Mountain Homeowners Association (HOA)) provides road maintenance and snow removal services. Plumas LAFCO conducted the last Municipal Service Review (MSR) for GMCSO in 2011.

AGENCY OVERVIEW

Background

The Gold Mountain Community Services District is an enterprise, **independent** special district formed in 1996 under the provision of the Community Serviced District Law, commencing with Government Code §61000⁴⁶. Plumas LAFCO originally adopted Resolution No. 96-5 on April 25, 1996, approving the Formation of the GMCSO as a dependent special district⁴⁷ and appointing the Plumas County Board of Supervisors (BOS) as its first Board of Directors. The Plumas BOS approved its Resolution No. 96-5893 ordering the formation of the GMCSO on May 14, 1996. There were no provisions for a property tax exchange for any service.

In 2004, GMCSO residents voted to take over control of the District in a general election and requested that the Plumas BOS appoint three interim directors until District residents could elect a permanent board. The Plumas BOS approved the request, and in 2005, residents voted to expand the Board of Directors from three to five members. Residents elected five Directors and GMCSO became an **independent** special district in 2005.⁴⁸

Under the State of California Community Services District Law, CSDs may potentially provide a wide array of services, including water supply, wastewater, solid waste, police and fire protection, street lighting and landscaping, airport, recreation and parks, mosquito abatement, library services; street maintenance and drainage services, ambulance service, utility undergrounding, transportation, abate graffiti, flood protection, weed abatement, hydroelectric power, among various other services. State code requires CSDs to gain LAFCO approval to provide those services permitted by the principal act but not performed by the end of 2005 (i.e., latent powers).⁴⁹

⁴⁶ Government Code §61000-61226.5.

⁴⁷ LAFCO Resolution 96-5, 1-F-96.

⁴⁸ Plumas LAFCO, *Gold Mountain Community Services District Municipal Service Review and Sphere of Influence Amendment 2006-2011*, 2006, pp. 6-7.

⁴⁹ Government Code §61106.

Initially, LAFCo assigned the District the power to provide all services common to a community services district. However, in January 2006, Plumas LAFCo determined that the District's active powers consisted of the provision of domestic water, sanitation sewer, fire protection, weed abatement and snow removal.⁵⁰ LAFCo determined that all other powers were latent powers consistent with SB1234. The GMHOA had previously assumed responsibility for snow removal and weed abatement and retained those duties by mutual agreement with the GMCSO (District).

With District formation, Directors had to initially overcome several challenges stemming from the bankruptcy of the original developer as outlined below. For a more detailed description of these challenges, refer to the District's MSRs from 2006 and 2011.

- ❖ The developer had only constructed a portion of the required water and wastewater infrastructure and failed to provide "as built" drawings of the water and sewer (W&S) infrastructure. This has resulted in the District's continual need to develop plans and financing for significant system improvements which continue to this time.
- ❖ Major construction defects by the original developer resulted in failing infrastructure which required replacement or remediation on an emergency basis. Early expenditures in 2005 and 2006 to rebuild a leachfield and remediate landslide damage above the community water storage tanks eliminated the District's initial meager reserves.
- ❖ The District was severely underfunded while under Plumas BOS governance due to 1) developer subsidized W&S rates that the BOS did not adjust when the subsidy expired, 2) delinquent payments from the developer on over 30 properties, 3) a lack of property tax funding for fire protection services, and 4) failure to require the developer to complete infrastructure buildout.
- ❖ The transition agreement deeding the water and wastewater infrastructure and water rights to the District had not been fully implemented when the developer went into bankruptcy. The District successfully sued the developer to gain ownership of the infrastructure and water rights however at significant legal costs to the District.

District Boundaries and Sphere of Influence

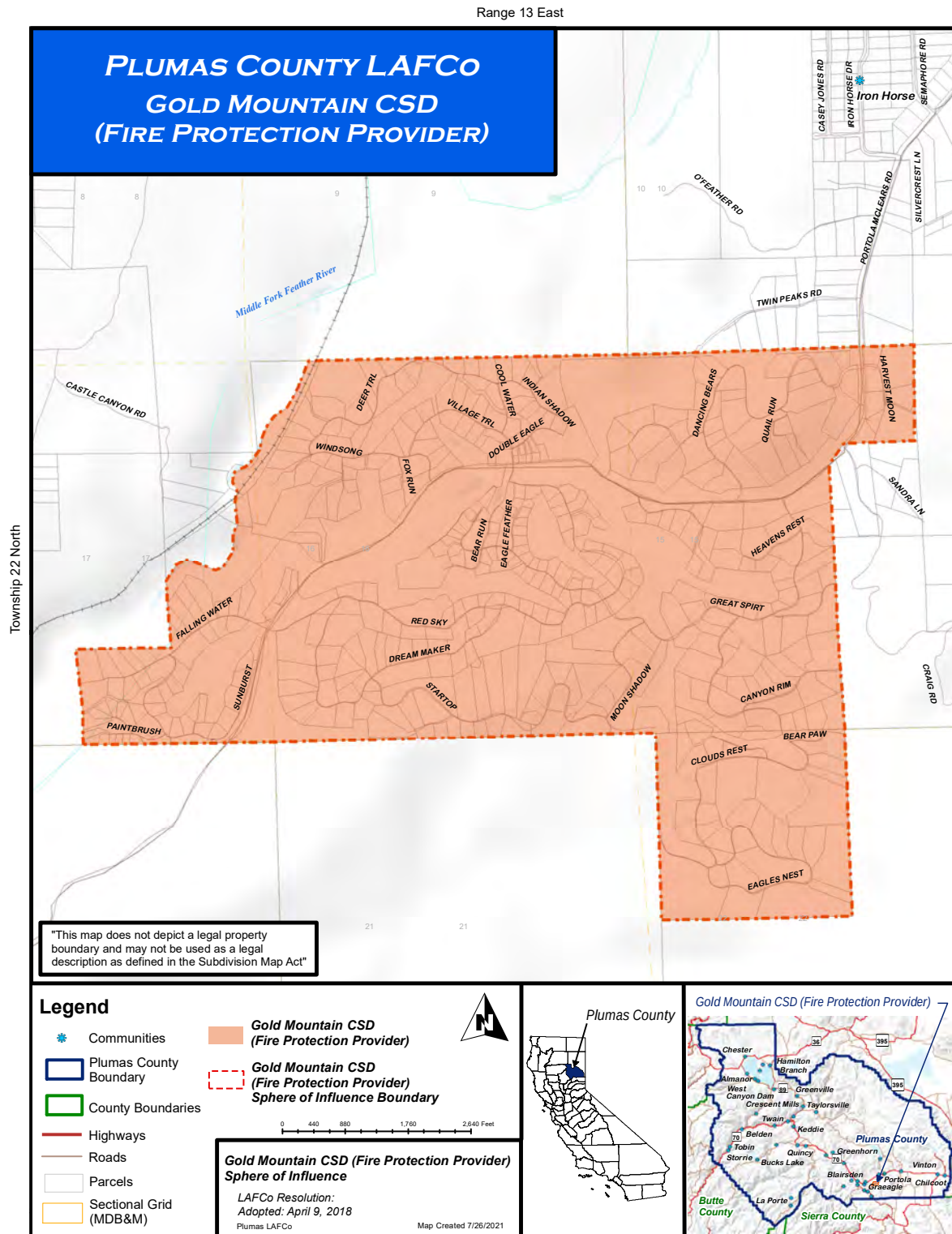
Located in the eastern part of Plumas County, three miles west of the City of Portola along County Road A-15 (Portola-McLears Road), the District borders the Feather River in the west, EPRFPD in the north, and the Plumas National Forest in the east and south.

GMCSO's boundary is entirely within Plumas County. The District's boundaries encompass 1,294 acres or two square miles.⁵¹ Since its formation, there have been no annexations to or detachments from the District. **Figure 1-1** on the following page depicts the District boundaries and sphere of influence (SOI).

⁵⁰ Plumas LAFCo, *Gold Mountain Community Services District Municipal Service Review and Sphere of Influence Amendment 2006-2011*, 2006, p. 6.

⁵¹ Total agency area calculated in GIS software based on agency boundaries as of July 1, 2011. The data is not considered survey quality.

Figure 7-1: GMCSO Boundaries and SOI



Sphere of Influence

As the GMCSO was formed to serve the Gold Mountain Planned Development, its original Sphere of Influence (SOI) was coterminous with its boundary, which was consistent with the land within the development. The District's SOI was updated in 2006, expanding to include wildland territory south of the boundaries, small suburban pieces of land to the north and east, and industrial property to the west.⁵² According to the 2006 MSR, the Sphere of Influence was expanded "to accommodate those property owners outside the present District boundary who may seek services from the District in future annexations."⁵³ Most recently, in 2018, the District's SOI was updated to be coterminous with its boundaries.

Extra-territorial Services

The District does not provide any extra-territorial services.

Areas of Interest

The District was formed to serve the water, wastewater, and fire protection requirements for the Gold Mountain planned development, a predominately senior, retirement golf course and mountain community. Two thirds of the developed residential structure are second homes or vacation homes resulting in a higher population during the summer months and a low winter population. Open year round, the resort population fluctuates dramatically between winter and summer, with upwards of several hundred guests during peak season weekend events. The District provides domestic water to residences and the resort from four deep granite wells, distributing water through nine pressure zones served by seven lift stations. The resort maintains its own golf course irrigation system fed by wells using the same deep granite aquifers shared with the district. To date, there is little evidence of any aquifer deterioration.

The entire territory of the District is an area of interest with regards to the provision of fire services. The District contracted with the City of Portola fire and EMS services from formation in 1996 through 2018. With the City disbanding its fire department in 2018, the GMCSO began contracting with EPRFD for fire and EMS continuing to this date. GMCSO is currently working with City of Portola, the Beckwourth Fire District (BFD), and the Sierra Valley Volunteer Fire Department (SVFD) to explore the feasibility of establishing a new overarching fire district covering the SOIs of the City and three independent districts. Should this effort to form a new fire district fail, GMCSO will be interested in annexation to a fire district that can best meet the community's needs. Located within the wildland-urban interface (WUI), the National Forest Service has primary responsibility for response to wildfire.

Accountability and Governance

District residents elect a five-member Board of Directors to govern the GMCSO on staggered four-year terms. As of July 2020, the District had 67 registered voters. There are currently four board members, with one vacancy announced in September 2021. Board members are all elected or, as necessary, appointed to fill a vacancy. There has never been a

⁵² GMCSO SOI Zoning Map, 2006.

contested election in the history of the District. **Figure 1-2** provides current board member names, positions, and term expiration dates.

Figure 7-2: GMCSO Governing Body and Points of Contact

Gold Mountain Community Services District				
Board of Directors				
Member Name	Position	Term Expiration	Manner of Election	Term of Service
Cary Curtis	President	December 23	Elected	4
Kim Seney	Vice President	December 25	Appointed	4
Kathy Kogge	Member/Firewise	December 23	Elected	4
Rene St. Pierre	Member/Financial	December 25	Elected	4
Gordon Bennie	Member	December 25	Appointed	4
District Contact Information				
General Manager	Rich McLaughlin			
Lead Operator, Ass't GM	Skyler Allingham			
Office Administrator:	Leslie Chrysler			
Address:	150 Pacific Street, #8, Portola, CA 96122			
Telephone:	530-832-5945			
Fax:	530-832-4591			
Email/Website:	info.gmcso@gmail.com https://www.gmcso.org/			
Meetings				
Date:	Second Monday every other month; schedule on District website			
Location:	District conference room, 150 Pacific Street, Portola			
Agenda Distribution	Posted in District office, Clio Post Office, Portola Post Office, website			
Minutes Distribution	Posted on the District website			

The Board meets on the second Friday of every other month at ten in the morning at the District's conference room at 150 Pacific Street, Portola, CA. The District's Office Administrator/Secretary posts meeting agendas at the district office and post offices in Portola and Clio. The Secretary also posts board agendas, meeting packages, and meeting minutes on the website available for public download. In addition to the required agendas and minutes, the District reaches out to its constituents through its website, a quarterly newsletter, important bulletins, and participating in NCA meetings.

If a customer is experiencing problems with District's services, the customer may submit complaints by calling the District office or filling out a complaint form online. In 2020, the District had four trouble calls regarding water services and two issues regarding sewer services. Three of the water trouble calls were due to cloudy water, a problem isolated to naturally entrained CO₂ in water produced from Well 29. One call was due to low water pressure at a high elevation lot. Both sewer calls were due to septic alarms. The GMCSO Office Administrator oversees taking and recording trouble calls. The District's Lead Operator is responsible for handling any issues and assigning Utility Operators to investigate, respond, and deal with issues.

Planning and Management Practices

The part-time General Manager/Treasurer and the Office Administrator manage daily business operations. The Lead Operator/Assistant GM manages all field operations using two licensed Utility Operators. A part-time Fire Coordinator is responsible for assisting the GM on all fire related issues and serves as a liaison with EPRFPD. In total, there are three full-time and three part-time employees on staff that together constitute five full-time equivalents (FTEs).

The number of FTEs has effectively doubled since the 2011 MSR due to a combination of three factors:

- 1) Aging infrastructure requiring increased maintenance and repairs
- 2) Increased state mandates for testing, inspections, and maintenance actions
- 3) Unanticipated loss of the Districts long time licensed GM and the need for licensed Utility Operator depth and experience

With the untimely loss of the GM in late 2017, the Board President stepped down to serve as the interim GM. An unsuccessful search for a replacement GM resulted in a reorganization of the District, retaining the interim GM in a regular part-time position to provide program management oversight and expertise; promoting the Utility Operator 2 to Lead Operator/Assistant GM responsible for all field operations; and promoting the Office Administrator to Administrative Manager, responsible for all front and back office requirements. The loss of the previous GM left the District with only one licensed D2 Utility Operator, leading the district to hiring an experienced D1/T1 Utility Operator to provide depth and resilience. In 2019, the District's Laborer also achieved D1 status but lacks depth of field experience.

In 2022, with the resignation of the Administrative Manager, the District outsourced accounting, including AR and AP to a local finance services company, and returned to a part-time Office Administrator model. The General Manager, supported by the Office Administrator and Lead Operator, reports to the Board of Directors. Contractors and General Counsel report through the GM. One long term board member serves as the District's Financial Advisor, working closely with the GM and Office Administrator with a focus on reviewing District finance and managing reserve funds.

The GM evaluates the Lead Operator and Administrative Manager on an annual basis, and reviews field employee evaluations conducted by the Lead Operator. To track staff workload, Lead Operator assigns field employees with daily workplans, and all district employees fill out and submit timesheets on a two week basis. The General Manager monitors the contract fire and EMS provider performance on an ongoing basis. The GM, Lead Operator, and Administrative Manager provide regular written reports on district performance at every board meeting.

The District works closely with the Community Association with the GM participating in monthly NCA Board meetings. The Board and GM participate in the annual NCA owner's meeting to provide a comprehensive annual update on district performance. CSD and NCA field teams share a joint maintenance building and regularly support each other on

community field projects.⁵⁴ To increase efficiency and reduce costs, the District cooperates with both the NCA and local Resort owner by lending resources, monitoring infrastructure, and assisting with personnel resources when needed. The District maintains an open dialogue with other similar districts in the area regarding mutual aid, cross training of staff positions, and an exchange of technical information.

The District's financial planning efforts include an annually adopted budget and annually audited financial statements. The financial statements were last audited for FY 20-21 and the District has scheduled its FY 21-22 audit for October 2022. The District provides Plumas LAFCo with all financial documents upon request. GMCSD uses its Master Planning process to project 5-, 10- and 30-year capital project requirements as discussed below. GMCSD actively participates with the Community Association and the Nakoma Resort staff in ongoing Hazardous Fuel Treatment (HFT) planning and is currently working to introduce a more comprehensive Forest Management Program.

Existing Demand and Growth Projections

Designated land uses within the District are primarily suburban.⁵⁵ The total boundary area of GMCSD is two square miles or 1,294 acres, including 380 acres of open space recreation and common area. The Nakoma community (formerly Gold Mountain) is primarily residential with a commercial golf resort and small commercial district. Community Covenants, Conditions and Restrictions (CC&Rs) define 415 residential lots, reduced by lot mergers to 395 lots designated for private single family homes. Nakoma community residential lots are restricted by CC&Rs to a single primary residence, a guest quarters, and one addition quarters. All original single family lots were sold into private ownership prior to the original developer's bankruptcy. After the bankruptcy settlement, the new owners of the Nakoma Resort initiated a buyback program, purchasing over 100 of the private lots and marketing these lots for resale bundled with resort memberships. Currently the resort owns 86 of these private properties for sale in their inventory. Two parcels originally designated for stables and an unnumbered "remaining" parcel have also been sold into private residential ownership within the District but outside the NCA.

The current Plumas County Assessor's map includes an additional 43 resort parcels, including 14 commercial properties, 19 commercial multi-unit residential properties, and five lots since sold into private ownership. Of the 19 multi-unit lots, six are currently developed into multi-unit time share and rental villas while one lot including three Ascend rental units has sold into private ownership. The remaining 12 residential lots are planned for a combination of single and multi-unit Ascend vacation homes.

Commercial developed properties are owned by the Nakoma Resort.⁵⁶ The resort includes the original restaurant, pro shop, and 18 hole golf course, and in recent years has added a 42 room hotel, health club, and large recreation/pool facility through numerous lot mergers. The resort also owns six acres of undeveloped commercially zoned property and a

⁵⁴ Gold Mountain CSD, *Master Plan Report*, 2017, p. 22.

⁵⁵ Plumas County Online Parcel Application.

⁵⁶ John Gullixson, *Gold Mountain Community Services District Municipal Service Review and Sphere of Influence Amendment 2006-2011*, 2006, p. 9.

37-acre parcel previously reserved for a nine hole executive golf course, which is not in their current development plans.

Population

The District currently has 86 private residential structures, seven commercial residential properties, and two private residences under construction. Based on a household size slightly less than the County average of 2.1 people per household, the estimated population of GMCSO is 180. However, the District estimates that less than one quarter of these residences are occupied on a full-time basis. Summer resort business adds significant numbers to the local population including the hotel, rental units, and resort guests.

Based on GIS analysis of 2020 Census data, it is estimated that there are approximately 76 residents that make use of the area as their primary residence.

Existing Demand

The District has observed slow residential growth in last the ten years. Since the 2011 MSR, seven additional single family residential structures and three multi-unit residential structures have been constructed and connected to the District's utility systems, equating to less than two percent annual growth. However, resort expansion including the hotel and large recreational facility represents significantly increased water and wastewater demand for the District during peak holiday and summer periods.⁵⁷ The District does not anticipate any major commercial projects over the next five years.

Master Planning

GMCSO completed a Master Plan in 2007 with a 30-year planning horizon with updates completed on a five-year basis. Engineers completed the most recent update in July 2017. The plan identifies needed capital improvements as well as projected costs to service additional customers and emerging capital projects associated with buildout and commercial expansion.

The District's System Development Charge (SDC) is the primary source of capital revenues, based on a 2009 connection fee study. The District assesses the SDC at the time a customer (residential or commercial) applies for a Will-Serve letter to connect to the District's W&S system, based on the size and number of water connections. A District issued Will-Serve letter is a prerequisite for the County to issue a building permit. The Board adjusts the SDC charge annually by resolution based on the construction cost index.

The 2017 Master Plan Update estimated the cost of necessary identified capital improvement projects at \$6,020,000 as shown in **Figure 7-3**. As discussed later in this document, the District has found the engineering estimates to be on the high side as evidenced by the two recent wells completed at 50 percent of the estimated cost. Additionally, water reclamation technology has become much more affordable with modular filtration methods making these solutions practical for a small district. At current SDC rates adjusted for inflation, residential buildout could generate upwards of \$4,000,000. A conflict exists in that capital projects need to be completed and available for occupancy prior to demand, e.g., prior to construction and the paying of SDC fees. The District is actively pursuing drought resilient grant dollars to

⁵⁷ Gold Mountain CSD, *Master Plan Report*, 2007, p. 4.

complete water storage, water reclamation, and leachfield projects. Lacking success in obtaining grant financing, the District will consider generational financing in the form of low interest loans to stay ahead of 5-10 year capital requirements.

Figure 7-3: Estimate Capital Buildout Costs

2017 MASTER ESTIMATED BUIDOUT REQUIREMENTS			
Domestic Water Projects			
Description	2017 Est.	Status	Est. to Complete
• Construct two new wells	\$ 600,000	Complete; 2 nd well will need to be tied into system at future date	\$ 100,000
• High Elevation Water Storage	\$ 630,000	Property purchased; preliminary engineering complete	\$ 625,000
• Well 29 rehab/storage tank	Not included	Preliminary engineering complete	\$ 232,000
• New primary water tank	Not included	Land purchased	\$ 700,000
• Water Main Replacement	\$ 2,100,000	Deferred	Unknown
Wastewater Projects			
• Water Reclamation Facility	\$ 2,200,000	Preliminary engineering complete	\$ 635,000
• New Leachfield	\$ 490,000	Leachfield expansion 90% complete	\$ 150,000
Total	\$ 6,020,000		\$ 2,503,000

Project Growth and Development

District growth in population and service demand has fallen well behind the District's 2007 planning documents which assumed build-out of the development by 2039 with a 5.7 percent annual growth rate.⁵⁸ The District's original 30-year Master Plan projected its service needs related to growth on these build-out projections. Due to slower than projected growth, the District modified projections with the 2012 Master Plan Update to include "trigger points" based on existing water production, water storage, and wastewater handling capacity relative to new connection requirements. The 2017 Master Plan Update further reduced projected growth, forecasting a total of 99 residences by 2022, well above current actual construction rates.

The year 2021 represents the first meaningful change in the Gold Mountain real estate market in 10 years, with significant turnover of existing homes and unimproved lots. However, the current economy and high building costs have continued to hold down new development with only two private and one resort residential project start this year. Low building starts are not isolated to any area of the development with both golf course properties and view properties located at higher elevations within the District showing flat growth. As a result, GMCSO continues to have the capacity to serve short-term projected development. Any significant increase in population will require capacity enhancements as outlined in the Water and Wastewater sections of this review. The District has identified wastewater handling as the agency's priority capital project requirement for 2022 to ensure an adequate level of effluent processing capacity.

⁵⁸ GMCSO, *Water and Wastewater System Development Charges*, November 2009, p. 4-3.

Growth Strategies

The District is not a land use authority and does not hold primary responsibility for implementing growth strategies. The land use authority for unincorporated areas is the County. The District is interested in joining the potential new fire district under consideration as a strategy to provide improved fire protection for the growing community.

Financing

The District operates out of a governmental fund for fire services and separate enterprise funds for water and wastewater services. All parcels within the development have water and sewer laterals installed to the property line resulting in two general classes of customers: customers “connected” to the system, and “unconnected” customers. Additionally, the District divides customers by residential (as governed by the CCR’s for private single family homes), and commercial, to include both business and multi-unit residential properties falling outside CCR defined development.

The District’s Fiscal Year (FY) runs from 1 July to 30 June. Total revenues for FY 2019-2020 were \$648,032. Primary revenue sources included standby charges (36 percent), connected sales (34 percent), Consumption charge (two percent), System Development Charges (two percent), Fire Tax (18 percent), and miscellaneous fees (eight percent).

GMCS D charges its residents fees for water and wastewater services provided. The current fees are based on the 2006 cost of service study with a 3 percent rate escalation through 2011. The District charges water and wastewater connected customers a flat annual rate of \$1,888, and standby customers are charged a flat annual rate of \$708. Of these costs, 47 percent is allocated for water services and 53 percent is allocated to wastewater services. The District charges an additional water consumption fee to connected customers of \$0.55 per 1,000 gallons for first 10,000 gallons, and increased rates for each additional 10,000 gallons. Based on these charges, the average residential connection is charged \$77.32 a month for water services and \$83.39 for wastewater services. These rates were as of 2021. The District has since processed a rate update through the Proposition 218 process.

Between 2011 and 2021, the CSD has experienced an approximate 60 percent growth in its operating budget, versus only a 23 percent growth in operating income. Budget increases were the direct result of:

- 1) Cost of living – the overall inflation rate in California has averaged 1.78 percent per year since 2010 resulting in a 21.4 percent increase in cost (or loss of buying power).
- 2) The average cost of electricity in California has increased from 14.75 cents per kilowatt hour in 2010, to 21.43 cents per kilowatt hour in 2021 – representing a 45 percent increase in the cost of electricity needed to operate the pressurized water and wastewater systems.
- 3) Aging infrastructure – District system maintenance costs have increased 40 percent between 2010 and 2021. What was considered relatively new infrastructure in 2010, has now been in the ground for upwards of 20 years.
- 4) Increasing State mandates for inspections and testing have increased both the cost and frequency of meeting requirements.

- 5) Increased staffing to cover related increases in maintenance, inspection, testing, and capital project requirements.

The CSD has not implemented a W&S rate increase since 2011. In 2011, the CSD was able to contribute significant surplus operating funds to its Reserves account. Between 2011 and 2019, operating surpluses at end of the year, while dwindling, served to mask the need for a W&S rate increase. FY 19-20 saw a tight budget with no planned reserve contributions. In July 2021, the District contracted with Hansford Consulting out of Truckee, Ca, for a new Proposition 218 cost of service rate study to initiate operating rate increases beginning in 2022.

With the original development approval, the County failed to include a property tax sharing agreement to fund Fire Protection and EMS. With the lack of a property tax sharing agreement, district voters approved and adopted a special tax for fire protection in 2006. Plumas County bills the fire tax in conjunction with the property tax for each parcel. The Fire Tax includes an annual escalation clause enacted by board resolution each year. In FY 20-21, single family homes paid \$277.05 and undeveloped lots paid \$184.73 in fire taxes.

In 2007, after having negotiated with the County, the BOS granted the District a tax sharing agreement that took effect in FY 07-08. It directed six percent of the annual assessed tax valuation increases within the District boundaries be transferred to the District's Fire fund. Between 2008 and 2010, property values dropped significantly, and the District has not received any property tax sharing income since 2009 due to the lack of property assessment increases. Current community assessed values remain well below the 2007/2008 peak.

As detailed in **Figure 7-4**, the District's expenditures in FY 19-20 were \$640,188 against revenues of \$648,032. The District's primary expenditures consist of fire (13 percent), administrative (44 percent), water operations (17 percent), and wastewater (14 percent).

Figure 7-4: GMCS D Revenues and Expenses

Income/Expenses			FY 2019-2020 Actuals		
GMCS D Income			GMCS D Expenses		
Fire Fund	\$\$\$	%	Fire Fund	\$\$\$	%
Fire Tax	\$ 113,304		Fire Protection Contract	\$ 37,131	6%
Interest Income	\$ 2,646		Fire Admin Fee	\$ 21,284	3%
Total Fire Income	\$ 115,768	18%	Capital Projects	\$ 9,850	2%
W&S Fund	\$\$\$	%	Miscellaneous	\$ 27,236	4%
Water Service Fees	\$ 260,738	40%	Total Fire Expenses	\$ 95,501	15%
Sewer Service Fees	\$ 196,132	30%	W&S Fund	\$\$\$	%
Consumption Charges	\$ 10,569	2%	Water Services	\$ 111,784	17%
Connection Fees	\$ 12,184	2%	Sewer Services	\$ 89,745	14%
Fire Admin Fee	\$ 21,283	3%	Administrative & Labor	\$ 280,080	43%
Admin Fees & Misc. Charges	\$ 31,928	5%	Depreciation	\$ 73,172	11%
Total W&S Income	\$ 532,834	82%	Total W&S Expenses	\$ 554,781	85%
Total District Income	\$ 648,032	100%	Total District Expenses	\$ 650,282	100%

The District maintains a formal reserve policy covering three reserve funds: Fire Restricted Reserves, Capital Restricted Reserves, and Operational Reserves.

- ❖ Fire Restricted Reserves are funded with surplus annual Fire tax dollars. The Board approves the movement of funds between the Fire Restricted Reserve account and the Fire checking account.
- ❖ Capital Restricted Reserves are funded with System Development and Consumption Charge revenues and Board directed deposits. With Board approval, funds are transferred to the Capital Checking account for disbursement.
- ❖ Operational Reserves are funded with surplus annual W&S operational dollars. The Board approves the movement of funds between the Operational Reserve account and the W&S Operational checking account.

Figure 7-5: GMCS D Reserve Funds

Figure 7-5 lists the District's reserve balances at the end of FY 20-21 Current Operational Reserves are sufficient to finance six months of water and sewer operations. The District currently has no long-term debt. The District does not participate in any joint power authorities (JPAs); however, as mentioned, GMCS D is a member agency of the MOU analyzing reorganization options for regional fire services.

Fund	Balance
Fire Restricted Reserves	\$153,825
Capital Restricted Reserves	\$171,698
Operational Reserves	\$245,159

WATER SERVICES

Service Overview

The District provides retail water services, in the form of groundwater extraction and distribution via a pressurized water system. The District's three operational wells deliver a combined capacity of 90 gallons per minute (GPM), delivering water to nine pressure zones via seven booster stations. The District owns the water rights underlying all private residential lots and HOA common areas but does not hold the water rights underlying golf course property; therefore, the District competes for water in the deep granite aquifer. The District participates in groundwater monitoring as part of a groundwater management plan though monitoring devices on all District domestic water wells along with shallow purpose drilled monitoring wells in proximity to community leachfields. The District is working with the resort owner to improve monitoring of the six independently operated golf course wells. There are no other private wells within the district.

All three District Utility Operators hold appropriate Utility Operator Certifications. The District's Lead Operator has a D2 certification exceeding the requirements of this small water system. The District's other experienced operator holds D1/T1 certifications. The junior Operator received his D1 certification in 2021.

Facilities and Capacity

District infrastructure dedicated to water services consists of three operational wells, two storage tanks, 12 miles of distribution pipelines, seven booster pump stations, and 24 fire hydrants. The District has one out-of-service well awaiting refurbishment, and a new well in hibernation status not yet connected to the system.

Water Source

The District relies entirely on groundwater pumped from three dispersed wells as its water source. All wells pump water from the Humbug Valley Groundwater Basin. The 2004 Department of Water Resources estimates storage capacity of the basin to be 76,000 acre-feet to a depth of 100 feet.⁵⁹ County geohydrologists estimate groundwater extraction for municipal and industrial uses at 200 acre-feet and estimates deep percolation of applied water to be 200 acre-feet, meaning that the amount pumped by users is replaced by groundwater recharge. The City of Portola and Grizzly Lake Community Services District also pump from the Humbug Valley Basin. More recent Humbug Valley Basin information is not available. While there is a considerable amount of groundwater development in this general area, aquifer performance remains good, and the District has observed few indications of over-pumping to date.⁶⁰

Quality

The Humbug Valley Groundwater Basin has excellent quality water. Regular testing indicates that water produced from this basin does not require treatment.

⁵⁹ Department of Water Resources, California's Groundwater Bulletin 118 – Humbug Valley Groundwater Basin, 2004, p. 1.

⁶⁰ GMCSO, *Hydrology and Groundwater Development*, August 11, 2006, p. 9.

Existing and Projected Water Use

Groundwater pumping:

- ❖ Well 17 was constructed in 1997 and is the District's current primary winter season well, delivering a consistent 30 GPM. Well 17 is in the influence zone of the primary golf course Well 25 and as such is unavailable during the summer irrigation system without golf course accommodation to shut down their irrigation well.
- ❖ Well 29 was reconstructed in 2007 and refurbished in 2018. Well 29 currently injects air bubbles into the system when in operation due to naturally entrained CO2 in the aquifer. Capable of pumping at a rate of 15-17 GPM, the well is currently out-of-service until the District can install an air separation facility. The well, however, remains as an available source of standby water if needed. The District is currently working a grant request for a Well 29 upgrade to include a water storage/air separation tank, which will return the well to service and increase the District's water storage capacity.
- ❖ Well 33 was constructed in 2017 and is one of the District's two primary summer season wells, delivering a consistent 35 GPM.

In late 2018, the District contracted for the drilling of two test wells with the intent of developing a new primary domestic water source to provide a hedge against ongoing drought and unknown future well performance. With 35 wells drilled in the District since 1996, there is an established record of hitting a viable water source of less than 30 percent. In 2019 both test wells, 36 and 37 found viable water with estimated pumping rates of 25-30 GPM and 35-40 GPM, respectively. The District invested in both wells, casing both bores and capping Well 36 for future use. Well 37 came online the first week of September 2021 and has joined Well 33 as a summer season well producing upwards of 30 GPM.

Combined, Wells 17, 33, and 37 provide a combined capacity of 90+ GPM. If ground sources remain stable, and slow growth continues within the development, the District considers current water sources sufficient for 10-15 years. The original Master Plan recommended a build out capacity of 140 GPM. With wells 29 and 36 in standby status, the District's domestic water posture is now on a solid footing.

Treatment and Distribution Facilities

The District does not treat the groundwater. Wells pump water directly into the distribution system. Operators ensure excess capacity is available to fill the storage tanks. The system distributes water to nine pressure zones via a combination of gravity flow, seven booster stations, and pressure relief valves to control pressure. The distribution system is composed of 12 miles of pipeline ranging in size from two to six inches in diameter. The distribution system is in fair condition. In 2019-2020 the District updated the two most critical booster stations with jockey pumps designed to relieve excessive cycling of the primary pumps and provide energy efficiency. The District is continually making small upgrades to the system, most recently adding more efficient pumps, and initiating a valve exercise program in 2021. District Utility Operators manually operate the entire water distribution system requiring daily attention to maintain a dependable supply of domestic water to all connections.

Original engineering did not design the water supply system to provide for fire protection; however, continual upgrades to the system including the installation of fire hydrants throughout the community provide a minimal ready source of water for structural protection. With 24 hydrants installed, the District has the goal of installing 30 hydrants to ensure reasonable flows are available in proximity to all structures. The District tests all fire hydrants on an annual basis and color codes hydrants to designate expected flow rates. In 2018, the resort installed a 90,000-gallon swimming pool. As a condition of approval, the pool includes a pump and associated hydrant to ensure pool water is available for fire use in an emergency.

The District is working to improve fire flows to the extent possible given the limitations of the system. The primary issue with the existing system is undersized distribution pipes and the lack of a higher elevation water source to allow gravity flows to the entire district. The 2017 Master Plan update estimated the cost of replacing the small diameter piping throughout the District at \$2,100,000 to provide additional hydraulic capacity for the conveyance of significant fire flows. Water main replacement remains a deferred capital project. In 2020, the District installed a new hydrant feeding directly off the water storage tanks, providing a primary hydrant with good flow to fill water tenders in an emergency.

Power Resiliency

All district wells and booster stations require stable electrical power to pump water into and through the distribution system. Approximately 80 percent of the customer base requires stable power to the booster stations for water distribution with only 20 percent achieving reliable gravity flow from the storage tanks. The District can move its new portable high capacity mobile generator to any well site to provide emergency power. In 2020, the District applied for and received a Cal OES power resiliency grant to equip all booster stations with clean burning propane generators with the capability of providing a minimum of 48 hours of backup power. The District completed the generator replacement project in the spring of 2022.

Storage Facilities and Emergency Supply

The District's two water storage tanks have a combined storage capacity of 280,000 gallons. The storage tanks have sufficient capacity to provide fire flow for two hours (240,000 gallons) and one day of water service at peak day demands. The District anticipates that additional storage will be necessary once it is serving 140 connections.

Little redundant storage is available in the system at this time and a water shortage could exist on peak demand days if any existing sources were out of service. The District is currently working a plan to install a 60,000 gallon water storage/air separation tank at well 29. In October of 2020, the District purchased the property for a High Elevation Water Tank (HEWT) and completed preliminary engineering for a 100,000-gallon domestic water storage tank on the site per the Master Plan.

Infrastructure Needs

The primary remaining infrastructure needs identified in the District 2017 Master Plan update include:

- ❖ Two new domestic water wells at an estimated cost of \$600,000. The District completed two new wells in 2021. The District cased, capped, and sealed Well 36 and placed the well in hibernation pending future development. Well 37 is now online as one of the District's primary wells. The addition of Wells 36 and 37, both with the capability of producing 30 plus gallons per minute will meet all domestic water requirements for the near to mid future.
- ❖ Construction and operation of a HEWT to significantly increase the reliability of the water system to serve higher elevation customers, as well as to improve fire flows in conjunction with a distribution main replacement. The plan recommended that the District install a tank above the Eagles Nest loop; however, a suitable site for a large tank does not exist within the District. Working with its engineers, the District identified a suitable slightly lower elevation location on the Eagles Nest loop which will include a new booster station creating a 10th pressure zone to serve Eagles Nest. The District purchased the identified property and has completed preliminary engineering for construction of a 100,000-gallon tank.
- ❖ Replacing the small diameter (2") water mains through much of the District with properly sized 6" mains to ensure adequate flows to all customers including fire sprinklers now required in all new construction. New mains will also increase flows to fire hydrants throughout the District. As District water mains run under or adjacent to the District's paved roads, replacing the mains, valves, lateral connections, and associated infrastructure engineering estimates the cost to exceed \$2 million. The District has deferred this project due to lack of funding and higher priority requirements.

Additional needs identified in the Master Plan include: 1) constructing one million gallons of water storage, 2) upgrading/replacing/reinforcing all transmission lines, 3) upgrading remaining booster stations, and 4) incorporating Supervisory Control and Data Acquisition (SCADA) controls to automate portions of the system and improve data collection. The District works closely with Plumas County Public Health Agency and ensures that operators correct any identified water system deficiency.

Challenges

With the addition of the new wells, the District's primary challenge regarding water services is the provision of adequate fire suppression flows. The District is implementing several strategies to maximize the potential of the existing distribution system and identifying a source of funds to address system upgrades.

Service Adequacy

This section reviews indicators of service adequacy, including the Plumas County Public Health Agency annual system evaluation, drinking water quality, and distribution system integrity. **Figure 7-6** provide detail of water service adequacy and quality.

Figure 7-6: GMCS D Water Service Adequacy Indicators

Water Service Adequacy and Efficiency Indicators			
Service Adequacy Indicators (2019/2020)			
Connections/FTE		32	O&M Cost Ratio ¹
MGD Delivered/FTE		2.57	Distribution Loss Rate 12%
Distribution Breaks & Leaks (2010)		0	Distribution Break Rate ² 0%
Water Pressure average		20+ psi, 40 psi	Total Employees (FTEs) 3
Customer Complaints CY 2020:Odor/taste (0), leaks (0), pressure (1), air (3)			
Drinking Water Quality Regulatory Information ³			
Category	#	Description	
Health Violations	0	N/A	
Monitoring Violations	0	N/A	
DW Compliance Rate ⁴	100%		
Notes:			
(1) Operations and maintenance costs (exc. purchased water, debt, depreciation) per volume (mgd) delivered.			
(2) Distribution break rate is the number of leaks and pipeline breaks per 100 miles of distribution piping.			
(3) Violations since 2000, as reported by the U.S. EPA Safe Drinking Water Information System.			
(4) Drinking water compliance is percent of time in compliance with National Primary Drinking Water Regulations			

The County Public Health Agency is responsible for the enforcement of the federal and California Safe Drinking Water Acts, and the operational permitting and regulatory oversight of public water systems of 199 connections or less. These systems are subject to inspections by the County Public Health Agency. During the Agency's most recent inspection in August 2021, the Agency noted several minor deficiencies with the District's distribution system, which have subsequently been addressed.

Drinking water quality is determined by a combination of historical violations reported by the EPA and the percent of time that the District is in compliance with Primary Drinking Water Regulations. Since 2000, the District has had one health violation due to a positive coliform test in 2010, and one monitoring violation due to inadequate monitoring for coliform in 2002. This equates to approximately 22 violations per 1,000 connections served. The District is not aware of any additional violations since 2010.

Indicators of distribution system integrity are the number of breaks and leaks in 2019/2020 and the rate of unaccounted for distribution loss. The District did not experience any breaks or reportable leaks during this period. The District estimated unaccounted for water losses of 12 percent of water between the water source and the connections served. Some water losses can be accounted for due to unmetered water provided to the National Forest Service and local agencies to fight a local wildfire in May 2020.

Figure 7-7 below provides summary data on District water demand and supply for the period from 1 July 2019 through 30 June 2021.

Figure 7-7: GMCS D Water Service Tables

Water Demand and Supply							
Service Connections		Total		Inside Bounds		Outside Bounds	
Total		102		102		0	
Irrigation/Landscape		3		3		0	
Domestic		86		86		0	
Commercial/Industrial/Institutional		11		11		0	
Recycled		0		0		0	
Other (construction)		2		2		0	
Average Annual Demand Information (Acre-Feet per Year) ¹							
	2000 ²	2005	2010	2015	2020	2025	2030
Total	Unknown ³	21	17	21	29	38	45
Residential	Unknown	Unknown	Unknown	16	20	24	28
Commercial	Unknown	Unknown	Unknown	4	7	10	13
Industrial/Utility	0	0	0	1	1	1	2
Irrigation/Landscape	0	0	0	0	1	1	2
Other	0	0	0	0	0	0	0
Supply Information (Acre-Feet per Year) ^{1,4}							
	2000	2005	2010	2015	2020	2025	2030
Total	0	22	18	20	26	40	47
Imported	0	0	0	0	0	0	0
Ground Water	Unknown	22	18	20	26	38	44
Surface	0	0	0	0	0	0	0
Recycled ⁵	0	0	0	0	0	2	3
Drought Supply and Plans ⁶							
Drought Supply		New well online in 2021; Reserve well available for connection with the system in event the District experiences loss of production in existing wells.					
Storage Practices		Storage is for short-term emergency supply only; active plans in place to increase storage capacity with a tank at Well 29 and the high elevation site.					
Drought Plan		Conservation plan on file as used in 2013-2017 drought, which will result in savings of 25%. Bring Well 36 online and implement mandatory conservation practices if needed.					
Water Conservation Practices ⁶							
CUWCC Signatory		No					
Metering		Yes					
Conservation Pricing		Yes – current cost of service rate study underway to establish pricing within legal limits of Proposition 218 requirements.					
Other Practices		Voluntary/Required conservation plan as executed in 2013-2017 drought.					
Notes:							
(1) Annual projected production less 5 percent system loss.							
(2) The District did not operate the system prior to 2005 and has no flow records prior to that time.							
(3) The District does not have records of the commercial use prior to 2015 as the system had a single unmetered connection at the time the resort went into bankruptcy.							
(4) Revised projected production based on District assumption of continued slower growth over the next 10 years.							
(5) The District plans to begin construction of a recycled water plant in 2022.							

- (6) With development of two new wells, the District does not anticipate significant drought impacts. During the 2013-2017 drought, the District realized routine savings of 23-25% each year over 2013 baseline consumption. The District has already asked for voluntary conservation measures and is prepared to implement mandatory conservation similar District implemented measures in 2013.

The District commissioned its last rate study in 2006 with rates set through 2011 with a 3 percent annual escalation. Due to the lack of a rate history, the significant complications resulting from conversion to an independent district after the original developer's bankruptcy, and early community resistance to further rate increases, the District maintained level rates through 2021 with diminishing reserve contributions. Due to the increased cost of doing business and 10 years of inflation pressure, in 2021, the District commissioned a new cost of service rate study and implemented a significant rate increase on July 1, 2022.. **Figure 7-8** provides an overview of water rates and planned financing.

Figure 7-8: Water Rates and Financing

Water Rates and Financing				
Residential Water Rates-Ongoing Charges FY 19-20				
	Rate Description	Avg. Monthly Charges	Consumption	
Residential	Fixed annual charge of \$1,888 for water and wastewater services, 47% charged to water. Water consumption charge of .55 per 1,000 gallons for first 10,000 gallons, and increased rates for each additional 10,000 gallons.	\$ 77.32	5,610 gal/month	
Rate Setting Procedures				
Most Recent Rate Change		7/1/10	Frequency of Rate Changes N/A	
Water Development Fees and Requirements				
Fee Approach	Rates are set to cover the costs of operation, maintenance, and a portion of the capital outlays			
Connection Fee Amount	\$13,681 per connection			
Water Enterprise Revenues, FY 19-20			Operating Expenditures, FY 19-20	
Source	Amount	%	Amount	
Total	\$ 304,412		Total	\$ 299,954
Rates & Charges	\$ 271,307	89%	Administration	\$ 133,165
Property tax	\$ 0	0%	O &M	\$ 111,784
Administration	\$ 10,003	3%	Depreciation	\$ 55,005
Interest & Fees	\$ 10,335	3%	Debt	\$ 0
Connection Fees ³	\$ 8,096	3%	Other	\$ 0
Other ⁴	\$ 4,671	2%		
Notes:				
(1) Rates include water related service charges and usage charges.				
(2) Water use assumptions were used to calculate average monthly bills. Assumed use levels are consistent countywide for comparison purposes.				
(3) Connection fee appropriately allocated between Water and Sewer per CSD policy				
(4) Includes non-operation revenues for water				

WASTEWATER SERVICES

Service Overview

The District operates and maintains a wastewater utility which provides collection and disposal of domestic wastewater using a Septic Tank Effluent Pumping (STEP) system. Engineers designed the system to complete primary treatment in the individual septic tanks and dispose of septic tank effluent via subsurface infiltration in community leachfields.

The District's full-time Lead Operator oversees field operations. The Lead Operator holds a D2 certification which exceeds the requirements of the system. Two utility operators (two FTE) assist in daily inspections under the direct supervision of the Lead Operator. The District's other experienced operator holds D1/T1 certifications, while the junior Operator holds a D1 certification.

Facilities and Capacity

The sewage collection and disposal facilities include an individual STEP system, consisting of a septic tank, effluent filter, and pump, at each connected facility, a common force main collection system and two separate community leachfields. Based on the site inspection and a case file review, the District has a monthly average flow rate of 100,000 gallons per day (gpd) or less and is therefore eligible for coverage under the general and specific conditions of State Water Resources Control Board (SWRCB) Water Quality Order 2014-0153-DWQ General Waste Discharge Requirements for Small Domestic Wastewater Treatment Systems (General Order). As an existing facility enrollment under the General Order, the District's system is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, title 14, section 15301 which applies to ongoing or existing projects. The SWRCB has assigned General Order 2014-0153-DWQ-R5253 to the District.

The District will phase in wastewater treatment expansion as the influent flow increases over the course of community buildout. The initial Phase I, as it exists today, consists of subsurface disposal from individual septic tanks to two community leachfields allowing discharge of up to 33,000 gpd. Due to shallow groundwater and poor soil conditions, Phase II (discharge > 33,000 gpd) will require the installation of a recirculating sand filter (or equivalent) between the septic tanks and leachfields, and Phase III (discharge > 66,000 gpd) will involve the construction of an advanced secondary package treatment plant with sufficient effluent quality to discharge reclaimed water to the golf course for irrigation.

Annual average flows (AAF) in 2021 ranged from 4,000 gpd in the winter season to over 15,000 gpd in peak season, with an overall AAF of 9,216, well below the 33,000 gpd Phase I limitation. The District's current limitation is leachfield capacity as discussed below, not regulatory requirements.

The collection system, built in 1996, consists of thirteen miles of PVC/ABS sewer pipelines, which the District considers to be in good condition. The pressurized system has the advantage of reduced inflow and infiltration (I/I) from rainfall, runoff, and groundwater. The peak wet weather flow to the treatment plant is therefore less for a low pressure sewer

system than for a gravity sewer system. Low pressure sewers provide a more consistent strength of wastewater during heavy rainfall events.

The terminus of the collection system is two community leachfields—Falling Water leachfield and Windsong leachfield. Engineers never formally established the final design capacity of District’s two leachfields, rather they designed the facilities to accommodate a total of 84 lots per a letter dated April 22, 1996, from NST Engineering. The plan intended that the Windsong facility serve lots 1 thru 52, while the Falling Water facility was to serve lots 53 to 84. According to the initial plan, subsequent lots would then require a “modular package type” or recirculating sand-gravel filter bed; however, the developer never completed the system or expanded the system to meet full system demand. The District’s Waste Discharge Requirements does not indicate a maximum capacity of the system, nor phased upgrades based on AAF. As a result, the District continues to use the two existing leachfields with satisfactory results to date.

During an investigation of both the Windsong and Falling Water community leachfields, in 2005, it was determined that the construction of the collection system was not in accordance with the engineered design. During system investigation identified major construction defects in the Windsong leachfield, including lack of sufficient drain rock, clogged drain holes, undersized drain rock, and lack of covering fabric. the leachfield was subsequently reconstructed and continues in regular operation to this date.

Booth leachfields have seen significant improvement since 2011 including tree clearing, weed abatement, and rodent control to extend leachfield life. During reconstruction of the ***Windsong leachfield***, planners made the decision to leave a considerable number of pine and cedar trees growing in the interior of the field due to strict community tree removal policies. Between 2018 and 2019 the District began to see negative effects on the system due to root intrusion. The District instituted a tree clearing program in 2020 completing removal of 95 percent of trees in 2021, leaving only a few signature trees in the field’s interior. District Utility Operators monitor the field each day and rotate trenches as required by flow requirements in response to manual measurements.

At the ***Falling Water leachfield***, the District installed a 5,000-gallon dosing station in 2017/18. Equipped with automated controls and valving, the dosing station increased field capacity and efficiency. Several upgrades to the control program, including the latest in June 2021, have further increased efficiency. The program automatically transfers flow to various trenches and adjusts flow times based on trench location and length. The District is in the final stages of expanding the Falling Water leachfield on to adjacent District-owned property. The District plans expansion in three phases over the next 18-24 months.

In 2020 the District began a valve upgrade program, repairing one critical main valve feeding the Windsong leachfield, and adding two new valves, which better allow Operators to direct effluent to either field, isolate either field, or adopt a balanced regime to allow each field to operate at maximum efficiency. District Operators inspect and monitor both leachfields each day, 365 days a year, watching for any signs of oversaturation

Infrastructure Needs

Wastewater handling is the District's current top priority capital project for adding capacity to the sewer system to accommodate future growth. While residential growth remains slow, the addition of the Nakoma Resort hotel and recreation facility have increased pressure on the system, especially during peak summer months. The existing system appears to be operating at 85-95 percent capacity during peak periods, although the exact capacity of the leachfields has never been established.

Pressure on the existing system as well as the certainty of future growth dictate the need for system expansion. In 2021, the District began planning for the development of a water reclamation capability in addition to leachfield expansion to improve wastewater handling capacity. While the Master Plan identified the need for above ground effluent storage in treatment ponds to achieve water reclamation, advancements in self-contained water reclamation units offer more efficient alternatives. The District is working with the manufacturer of its currently used STEP tanks to develop a cost effective media based water reclamation solution. Based on modern technology, the District estimates this project to cost \$650,000, well below the 2017 Master plan update estimate of \$2.2 million for traditional treatment. Managing and maintaining these new units is within the capacity, experience, and certifications of existing staff. The District has completed preliminary engineering for the system and submitted a request for grant funding. The District has also completed negotiations with the Resort operator to include a letter of understanding to discharge reclaimed water into golf course irrigation ponds during the summer months. To accommodate winter discharges and provide additional capacity, the District has begun a Falling Water leachfield expansion project using Capital Reserve dollars. This project will expand the capacity of the current leachfield by 50 percent. The District sized the recently added dosing station controller with the capacity to control the planned field expansion.

Challenges

The lack of established capacity limits for the existing leachfields and lack of permeable soil for new leachfields presents a particular problem for the District. The District has overcome the capacity issue through 19 years of daily experience managing the fields. They have developed standard operating procedures including a seven day a week inspection regime and installation of a series of dedicated monitoring wells to continually test for seepage and groundwater quality. While these practices provide adequate capacity monitoring for current service requirements, the District acknowledges the need for expansion and secondary treatment or reclamation to meet future demand. The current leachfield expansion project involved the permitted clearing of the lot to remove trees and understory, and mechanical "ripping" of the property to break up the non-permeable hard pan surfaces, and test holes with lab testing to ensure adequate percolation. The District plans for the expanded field to enter service in 2022.

Service Adequacy

This section reviews indicators of service adequacy, including regulatory compliance, treatment effectiveness, sewer overflows and collection system integrity. **Figure 7-9** summarizes service adequacy indicators.

Figure 7-9: GMCSO Wastewater Service Adequacy Indicators

Wastewater Service Adequacy and Efficiency				
Regulatory Compliance Record				
Formal Enforcement Actions		0	Informal Enforcement Actions	1
Formal Enforcement Action Type		Description of Violations		
NA		NA		
Total Violations, 2012-2021 ¹				
Total Violations		0	Priority Violations	0
Informal Enforcement Actions				
Installation of additional monitoring wells as the fields near capacity – complete in 2020				
Service Adequacy Indicators				
Treatment Effectiveness Rate		NA ²	Sewer Overflows 2012-2021 ³	1
Total Employees (FTE) ⁴		3	Sewer Overflow Rate ⁵	7.7
MGD Treated Per FTE ⁶		.0067	Customer Complaint 2012-2021 ⁷	9
Source Control and Pollution Prevention Practices				
Installation of ground water monitoring wells around leachfields				
Collection System Inspection Practices				
Daily inspection of the system including leachfields and transmission lines. Regularly scheduled septic tank inspections and pumping.				
Notes:				
(1) Order and code violations include sanitary system overflow violations				
(2) As the District does not provide treatment, they do not report the quality of effluent				
(3) Total number of overflows reported (excluding those caused by customers) from 2012 to 2021 as reported by the agency				
(4) Number of utility workers				
(5) Sewer overflows reported from 2012-2021 (excluding those caused by customers) per one hundred miles of collection piping				
(6) Based on maximum daily flow rate of 20,000 GPD				
(7) Customer complaints revolve around STEP system alarms and an occasional report of odors in the vicinity of the leachfield				

GMCSO has had no violations related to wastewater services between 2012 and 2021, and consequently, no priority violations and no formal actions. Due to the age of the system and lack of engineering capacity numbers, the County ordered the installation of the additional monitoring wells.

The State requires wastewater treatment providers comply with effluent quality standards under the waste discharge requirements determined by RWQCB. As the District is not presently treating sewage, it does not track the quality of the effluent.

Likewise, the State requires wastewater agencies to report sewer system overflows (SSOs) to SWRCB. Overflows reflect the capacity and condition of collection system piping

and the effectiveness of routine maintenance. The sewer overflow rate calculates the number of overflows per one hundred miles of collection piping. During the period from 2012 thru 2021, the District reported one overflow due to a small break in the collection system, and consequently the overflow rate is 7.7 per one hundred miles of piping.

There are several measures of integrity of the wastewater collection system, including peaking factors, efforts to address infiltration and inflow (I/I), and inspection practices. As a rule, peak demand periods are not related to wet weather flows in a pressurized system which minimizes infiltration and inflow into the system. However, during periods of heavy snow melt, saturation issues impact the leachfields requiring additional monitoring and flow modifications. **Figure 7-10 – 7-12** provide additional details on the District’s wastewater program.

Figure 7-10: GMCSO Wastewater Profile

Wastewater Service Configuration and Demand				
Service Configuration				
Service Type		Service Provider		
Wastewater Collection		GMCSO		
Wastewater Treatment		None		
Wastewater Disposal		GMCSO		
Recycled Water		None		
Service Area				
Collection		Scattered developed residential and commercial lots throughout the Gold Mountain Development		
Treatment		NA		
Recycled		NA		
Service Demand				
Type	Connections 2020	Inside Bounds	Outside Bounds	Flow (GPD) Average
Total	96	96	0	9,216 ¹
Residential	86	86	0	6,661 ²
Commercial Resid.	7	7	0	266 ²
Commercial	3	3	0	2,555 ²
Historical and Projected Demand (AAF in Gallons per Day) ³				
2005	2010	2015	2020	2025
Unkonwn ⁴	5,004	5,865	9,216	12,000
Notes:				
(1) Average 2020 gpd sewer flows (range 4,084-13,323)				
(2) Estimates based on percentage of metered domestic water flows				
(3) Projections based on 6.1% per year District growth estimates over next 5 years				
(4) Flow data unavailable before 2010				

Figure 7-11: GMCS D Wastewater Infrastructure Summary

Wastewater Infrastructure			
Wastewater Collection, Treatment, & Disposal Infrastructure			
System Overview¹			
Facility Name	Capacity²	Condition	Year Built
Windsong Community Leachfield	Approx. 6,000 gpd	Fair	2006
Falling Water Community Leachfield	Approx. 8,000 gpd	Fair	1996
Collection & Distribution Infrastructure			
STEP Tank Number	97	STEP Tank Capacities	1,500 – 5,000 gals
Sewer Pipe Miles	13	Sewage Lift Stations	0
Treatment Plant Daily Flow (mgd)			
AAF (gpd)	% of Capacity in Use	Peak Monthly (gpd)	Peaking Factor
9,216	Approx. 66%	13,323 ^{3,4}	N/A
Infiltration and Inflow			
The District did not identify any issues related to I/I. The system is pressurized which minimizes I/I.			
Infrastructure Needs and Deficiencies			
The District identified a need for leachfield expansion to allow for additional capacity, and the need for a water reclamation facility to reduce growing pressure on the leachfields.			
Wastewater Facility Sharing			
Facility Sharing Practices			
The District shares a maintenance facility with the Community Association. The District also cooperates with the Resort operator by monitoring resort wells and production, in exchange for occasional use of resort yellow gear when needed.			
Facility Sharing Opportunities			
Potentially shared water source development between the District and Resort operator on adjacent property within the District's SOL.			
Notes: (1) All information based on 2020 flow data (2) Capacity estimates based on 19 years' experience managing continuing increased flows (3) Peak AAF in July/August 2020 (4) Based on observed field conditions and estimated combined capacity of 14,000 gpd, peak flows are at 95% capacity			

Figure 7-12: GMCSO Wastewater Financing

Figure 7-12: Sewer Wastewater Financing

Wastewater Rates and Financing					
Wastewater Rates-Ongoing Charges FY 19-20 ¹					
	Rate Description		Charges ²	Demand ³	
Residential	Flat annual rate of \$1,888		\$83.39	172 gpd	
Commercial Residential	Flat annual rate of \$1,888		\$83.39	85 gpd	
Commercial	Flat annual rate of \$1,888		\$83.39	1,910 gpd	
Standby Customers	Flat annual rate of \$1,888		\$31.27	0 gpd	
Rate Zones					
None					
Rate Setting Procedures					
Last Rate Change 1 Oct 2011. Current cost of service rate study is underway.					
Wastewater Development Fees and Requirements					
Fee Approach	Rates are set to cover the cost of wastewater operations, maintenance, administration (OM&A) and a percentage of capital outlays. As all parcels in the District have sewer laterals installed to the parcel, the District assesses a standby fee for these parcels to offset the OM&A costs.				
Connection Fee Amount	Based on size of water meter connection. The sewer portion of the fee currently ranges from \$4,422 for a standard 1" connection up to \$88,575 for a six inch commercial connection.				
Wastewater Enterprise Revenues FY 19-20 ⁴			Operating Expenditures, FY 19-20 ⁴		
Source	Amount	%	Source	Amount	
Total	\$ 228,422	100%	Total	\$ 254,827	
Sewer Services	\$ 117,092	51%	Administration & General	\$ 146,915	58%
Standby Charges	\$ 79,040	35%	Depreciation	\$ 18,167	7%
Property Tax	\$ 0	0%	Collection	\$ 55,477	22%
Administrative Fees	\$ 11,280	5%	Sewage Treatment	\$ 34,268	13%
Interest & Late Charges	\$ 11,654	5%	Debt	\$ 0	
Connection Fees ⁶	\$ 4,088 ⁵	2%	Other	\$ 0	
Other ⁷	\$ 5,268	2%			
Notes:					
(1) The District uses a flat annual rate structure of \$1,888 for all connections (residential and commercial), and \$708 for all standby parcels. All connection/standby fees are allocated 53% to the sewer fund					
(2) The District bills customers quarterly (\$472 connected/\$177 standby.) Posted monthly rate indicates 53% percent allocated to the sewer fund.					
(3) Calculated based on average monthly flows and percentage of metered domestic water flows					
(4) FY19-20 Audited Financial Statements					
(5) Sewer allocation from single collection charge for 1" connection in this period					
(6) Connection fee appropriately allocated between Water and Sewer per CSD policy					
(7) Includes non-operation revenues for Sewer					

FIRE SERVICES

Service Overview

GMCSO provides structural fire suppression, emergency medical and fire prevention services to its residents through a contract with EPRFPD.

History

Under the governance of the Plumas County BOS, the District entered a contract for Fire Protection and EMS with the City of Portola in 1997. The term of the original agreement was from 1997 through 2001. Under this contract GMCSO paid the City a standby charge of \$5,000 a year. In addition, the District was paying the City per incident for firefighters and equipment used. Water provision was the District's responsibility.⁶¹

In 2002, the District and City extended the contract through 2006 with the City raising the rate to \$25,000 due to the ongoing construction of homes and the Nakoma Lodge created a higher responsibility burden and level of liability for Portola FD.⁶²

At the end of 2006, the City and the District renewed the contract and applied to LAFCO for an out-of-area service agreement. LAFCO approved the agreement with the stipulation the District needed to annex to a fire protection District. The parties entered a contract for the period of one and a half years from January 1, 2007, to June 30, 2008, with the City continuing to provide services at the agreed upon rate of \$25,000 per year.⁶³

In 2008, the District presented their case to Plumas LAFCO for contract renewal claiming an exemption under Government Code §56133(e) based on the City having provided fire suppression services to the District prior to 2001. The District claimed that service prior to 2001 excluded the contract from the LAFCO review requirement for contracts or agreements solely involving two or more public agencies as not requiring LAFCO approval.⁶⁴ At that time, LAFCO determined that "once an agency submits to LAFCO jurisdiction on an issue that LAFCO will have exclusive jurisdiction thereafter."⁶⁵ GMCSO and City of Portola extended their contract for two years, again through LAFCO.⁶⁶

In 2010, LAFCO determined that the agencies' exemption arguments had credence, and the City of Portola continued to provide contracted service to GMCSO under multiple year contracts until the City disbanded its Fire Department in 2017.

Contract with EPRFPD

With the disbanding of the City of Portola Fire Department, GMCSO reached out to EPRFPD for contract Fire Protection and EMS services. As EPRFPD also assumed contract

⁶¹ Agreement for Fire Suppression Services by the City of Portola for the Gold Mountain Service District, 1997, p. 1.

⁶² City of Portola and Gold Mountain CSD, *Plan for Providing Services, Out-of-Agency Service Agreement, Fire Suppression Service*, 2006, p. 1.

⁶³ 2006-OASA-002.

⁶⁴ From Steven C. Gross, City Attorney to Jim Murphy, Portola City Manager, *Legal Memorandum*, March 12, 2008, pp. 1-2.

⁶⁵ John M. Gullixson, Staff Report to Honorable Members of the Commission, April 14th, 2008.

⁶⁶ 2008-OASA-001.

services for the City of Portola, and with limited options, the District agreed to contract directly with EPRFPD for services equivalent to those previously provided by the City. Initially on a one-year contract for \$35,000, the District agreed to renew in 2019 on a three year contract starting at \$36,050 with an annual 3 percent escalation option.

Scope of Services

The nearest EPRFPD facility is located one mile from the community of Gold Mountain in the unincorporated area of Iron Horse. The Iron Horse facility is not a full fire house but houses two pieces of EPRFPD equipment accessible to their volunteer firefighters. At the time of GMCSD's original contract, EPRFPD was supporting the City's south side Fire Hall, three miles from the District. In 2019 the City ended its contract with EPRFPD and as a result, EPRFPD's nearest full fire house in Delleker is eight miles from GMCSD. While not ideal due to the distance involved, EPRFPD has provided reliable support to the District since the beginning of the contract meeting all calls for service. The District's contract with EPRFPD also includes the requirement to conduct quarterly training in the District, provide incident reports, and provide ancillary services such as support to the District's active Firewise efforts. District officers regularly attend EPRFPD board meetings to monitor and provide input on Fire and EMS. The District's part-time Fire Coordinator provides day-to-day liaison with EPRFPD's Chief for operational and training coordination.

Quick Attack Vehicle and Fire Cadre

The District maintains and operates a Quick Attack Vehicle (QAV) during the summer fire season. The QAV consists of a water/foam pumping unit and 150-gallon water tank mounted as a slide on package configured for the District's 1-ton pick-up. The QAV also holds Personal Protective Equipment (PPE) and an assortment of wildfire hand tools. The District's Fire Coordinator manages and trains a cadre of six to eight volunteers to operate the QAV in the event of a wildfire ignition within the District. The District does not authorize the QAV or Fire Cadre for structural firefighting.

Funding

In 2006, GMCSD voters approved a special tax designated for fire protection and prevention, emergency medical response, and hazardous material emergency response, and other fire related programs. The primary expense paid from the tax is for contracted structural fire protection and EMS services. In FY 20-21, the single family homes paid \$277.05 and undeveloped lots paid \$184.73 in annual fire tax. Fire Tax funding primarily supports the District's contract for Fire Prevention, with additional dollars designated for Community Hazardous Fuel Treatment, installation of fire hydrants, maintenance of the Community Fire Break, support to the District's Firewise Program, QAV maintenance and equipping, and other fire related requirements. Surplus fire tax dollars are set aside for construction of a future District fire facility.

Constraints

The primary constraint to the provision of adequate fire services is a lack of sufficient fire flow through the District's pressurized water system. Since 2011, the District has made several improvements as previously noted including installation of 11 new fire hydrants, configuring the Resort swimming pool for firefighting water storage, and booster station

improvements. The District is currently in the process of installing new drafting plumbing at the golf course irrigation ponds to improve the ability of fire apparatus to draw water from the ponds, adding thousands of gallons of potential water storage. Ongoing improvements to the District water system including the HEWT should significantly improve the District's ability to provide enhanced firefighting flows.

The long term remedy for improved fire protection is the replacement of District 2", 3", and 4" fire mains with 6" mains to supply District fire hydrants with adequate fire flows. The District's 2007 Master Plan and subsequent estimates indicate a price more than \$2,000,000 to accomplish the required upgrades. Due to District infrastructure priorities and lack of fire funding, the District has deferred this major capital improvement to future years. The District will actively apply for grant funding to move this project forward.

Future of Fire Service

The District has completed several studies since 2011 to explore options to provide a more permanent fire service solution including the four options:

- ❖ **Annexation to EPRFPD** - The outlined pros included the proximity of one of EPRFPD's three fire facilities to GMCSD and the fact that GMCSD is adjacent to EPRFPD's SOI. The main argument against EPRFPD was the perception of EPRFPD underfunding as well as the lack of volunteers and the distance to an actual fire house.
- ❖ **Annexation into the Graeagle Fire Protection District (GFPD)** - The District determined that GFPD was a well-run and well-resourced district; however, there would be a prohibitive cost of buying-in to the District's services, and distances to GFPD facilities, coupled with District geography, which would not support the required response times.
- ❖ **Enter into a joint powers agreement (JPA) with the City of Portola** - No longer an option with the City's disbanding of its fire department.
- ❖ **Regional reorganization** - Most recently, the District has joined three other Eastern Plumas County fire protection agencies to explore consolidation and the forming of a new District to combine resources and capability to provide regional improvements to fire protection. Under this concept, the GMCSD would relinquish its latent power of fire protection and become an equal partner with the other fire entities in this new district. Currently this is the District's primary focus.

GOLD MOUNTAIN COMMUNITY SERVICES DISTRICT DETERMINATIONS

Growth and Population Projections

- ❖ The District currently has 88 residential structures with an estimated total population of 181 and year round population of 76.
- ❖ Between 2011 and 2021, only 10 newly constructed residential structures have connected to the Districts' utility systems, equating an annualized growth of less than two percent.
- ❖ The District anticipates continued slow growth in population and similarly in service demand over the next five years. Current infrastructure trigger points combined with infrastructure improvements remain adequate for the slow growth model.

The Location and Characteristics of Disadvantaged Unincorporated Communities Within or Contiguous to the Agency's SOI

- ❖ Based on American Community Survey 2016-2020 Census Tract information, the entirety of the study area and the boundaries within and immediately adjacent to each of the five reviewed fire providers is defined as disadvantaged. However, based on smaller community size there are no disadvantaged communities within or adjacent to Gold Mountain CSD.

Present and Planned Capacity of Public Facilities and Adequacy of Public Services, Including Infrastructure Needs and Deficiencies

- ❖ Presently, with the District's new well online, average daily demand for water is 18 percent of the 90 GPM wells' combined pumping capacity, while peak day demand constitutes 36 percent of the wells' combined pumping capacity.
- ❖ The primary infrastructure needs identified by the District for the water system are increased water storage capacity. The priority project is the high elevation water tank, leading to improved fire suppression flows and improved backup water supplies. The second priority is a third larger tank adjacent to the current main storage tanks on District owned property. The District is pursuing each of these capital improvements, having completed preliminary engineering and property procurement in preparation for completion in the 2022-2024 timeframe. The two new wells have eliminated short to mid-term concerns for water production.
- ❖ The existing sewer system appears to be at 95 percent capacity at peak flows and represents the District's primary infrastructure concern. The District is undertaking a two prong solution by expanding the Windsong leachfield with capital reserve dollars, while moving forward with a water reclamation plant funded by grant or utility loan

financing. The District plans to have Phase I of the leachfield expansion operational in 2022, with both projects complete by 2023.

- ❖ GMCSO projects its service needs related to growth through build-out of the subdivision in its regularly updated Master Plan. The next update is scheduled for 2022 although there are no current indications of a dramatic increase in new building starts.

Financial Ability of Agencies to Provide Services

- ❖ While the District has faced financial difficulties in the past, and anticipates significant underfunded infrastructure needs in the future, the District has solid financial planning and has initiated a cost of service rate study to provide long term financial stability.
- ❖ The District anticipated that it can meet mid-term (5-10 years) capital improvements with a combination of capital reserves, grants, and generational financing.
- ❖ GMCSO has a capital improvement program with a 30-year planning horizon, updated on a five-year basis and as outlined in the Master Plan. The District is aggressively pursuing grants and alternative funding to support the plan.
- ❖ The District has made effective use of healthy restricted and unrestricted reserves over the last two years to meet priority infrastructure needs. Unrestricted Operational Reserves are sufficient to finance approximately four months of operations for water and wastewater services, and over a year of operations for fire services.

Status of, and Opportunities for, Shared Facilities

- ❖ The District contracts for fire and EMS services with EPRFPD on a multiyear contract and is actively supporting the ongoing effort to consolidate and join a new regional fire district. If successful, the District will relinquish its current power for fire protection, yet retain a degree of fire responsibility for its QAV, HFT, and fire break programs.
- ❖ The District has a long-term agreement with the Nakoma Community Association to share the multipurpose maintenance facility and assist with resources, as necessary.
- ❖ The District has a cooperative relationship with the Nakoma Resort to monitor wells, provide reclaimed water to golf course irrigation, and cooperate in other ways to improve the community.

Accountability for Community Service Needs, Including Governmental Structure and Operational Efficiencies

- ❖ GMCSO demonstrated accountability in its disclosure of information and cooperation with Plumas LAFCO. The District responded to the questionnaires and cooperated with all document requests.
- ❖ The District has contracted for a professionally conducted cost of service rate structure, providing all records and documentation to follow the Proposition 218 process to increase water and sewer rates.
- ❖ GMCSO practices extensive outreach efforts which enhance transparency, including a website where the District Secretary ensure all material is available. The District is

actively participating in the California Special District Association's Transparency Challenge.

- ❖ Governance structure options regarding fire services in Gold Mountain include reorganization into a new Fire District, annexation with EPRFPD, annexation with another fire provider. As of the drafting of this report, the District had not made a final decision as to the course it would like to take in this matter. The recently completed LESSG feasibility study found that formation of a new fire district is a practical and affordable solution to many of the challenges faced by fire providers in the region.

8. SIERRA VALLEY FIRE PROTECTION DISTRICT

Sierra Valley Fire Protection District, also known as the Sierra Valley Volunteer Fire Department (SVVFD), provides fire protection, basic life support response and some fire prevention programs. This is the second municipal service review for Sierra Valley FPD, the first was completed in 2011.

AGENCY OVERVIEW

Background

SVVFD was formed in 1948 as an independent special district.⁶⁷ The District was formed to provide structural fire and basic life support services.

The principal act that governs the District is the Fire Protection District Law of 1987.⁶⁸ The principal act empowers fire districts to provide fire protection, rescue, emergency medical, hazardous material response, ambulance, and any other services relating to the protection of lives and property.⁶⁹ Districts must apply and obtain LAFCo approval to exercise services authorized by the principal act but not already provided (i.e., latent powers) by the district at the end of 2000.

SVVFD is one of the largest fire protection districts in Plumas County based on the total area within its boundaries. It is located in the eastern part of the County and is surrounded by territory served by the U.S. Forest Service and Bureau of Land Management. The District borders Beckwourth FPD in the west, Hallelujah Junction FPD of Lassen County in the east, Lassen County in the north, and Sierra County in the south.

Boundaries

SVVFD's boundary is entirely within Plumas County. The District's boundaries encompass approximately 220 square miles,⁷⁰ which include ranches, remote homes, residential sections, a mobile park, businesses and a lake/campground recreation area.⁷¹ Since its formation, there have never been any annexations to or detachments from SVVFD.

Sphere of Influence

The SOI for SVVFD was originally adopted in 1982⁷² and made coterminous with the District's boundaries. In 1994, it was reduced to a significantly smaller area to include the

⁶⁷ State Board of Equalization.

⁶⁸ Health and Safety Code §13800-13970.

⁶⁹ Health and Safety Code §13862.

⁷⁰ Total agency area calculated in GIS software based on agency boundaries as of July 1, 2011. The data is not considered survey quality.

⁷¹ Assistance to Firefighter Grants, *Sierra Valley FPD Grant Application*, 2010.

⁷² LAFCo resolution 82-07.11.

communities of Chilcoot and Vinton along SR 70 and encompass eight square miles compared to 220 square miles of boundary area. Most recently, the District's SOI was updated in 2012 to include substantially more territory within the District's boundaries. The SOI continues to exclude the northern most boundary area due to lengthy response times and accessibility challenges and an area to the west along SR 70 consisting of the Maddalena Tree Farm that may be best served by BFPD due to proximity and access. At present, the District's SOI is 191 square miles.

Extra-territorial Services

The District provides extra-territorial fire and emergency services to Hallelujah Junction Fire Protection District (HJFPD) of Lassen County. Previously, these services were approved by LAFCo through an out-of-area service agreement (OASA). The agreement became effective January 1, 2006 and expired at the end of 2010. The territory under the agreement included areas on both sides of SR 395 and along both sides of SR 70 east of SVVFD's boundaries. These areas are shown in Figure 1-1.⁷³ The OASA was not renewed in January 2011, because LAFCo advised the District that according to California Government Code §56133 it was not necessary to have an OASA for two public agencies.⁷⁴ SVVFD will continue to provide services to HJFPD under contract, which was voted to be extended by the District's Board of Directors on January 10, 2020. The contract will be valid for three years with an automatic two-year extension.

The District also occasionally responds to wildland fires when requested. Response to a wildland fire in federal and state responsibility areas is reimbursed by the federal government if the firefighters are on the fire for more than four hours.

Through an informal agreement with the Sheriff's Office, which is discussed in more detail in the Fire Service Section, the District responds outside of its boundaries to a small area along the county line in the south. The area is shown in Figure 1-1. Except for this small area that encompasses about two square miles, the District's service area is the same as its boundaries.

Areas of Interest

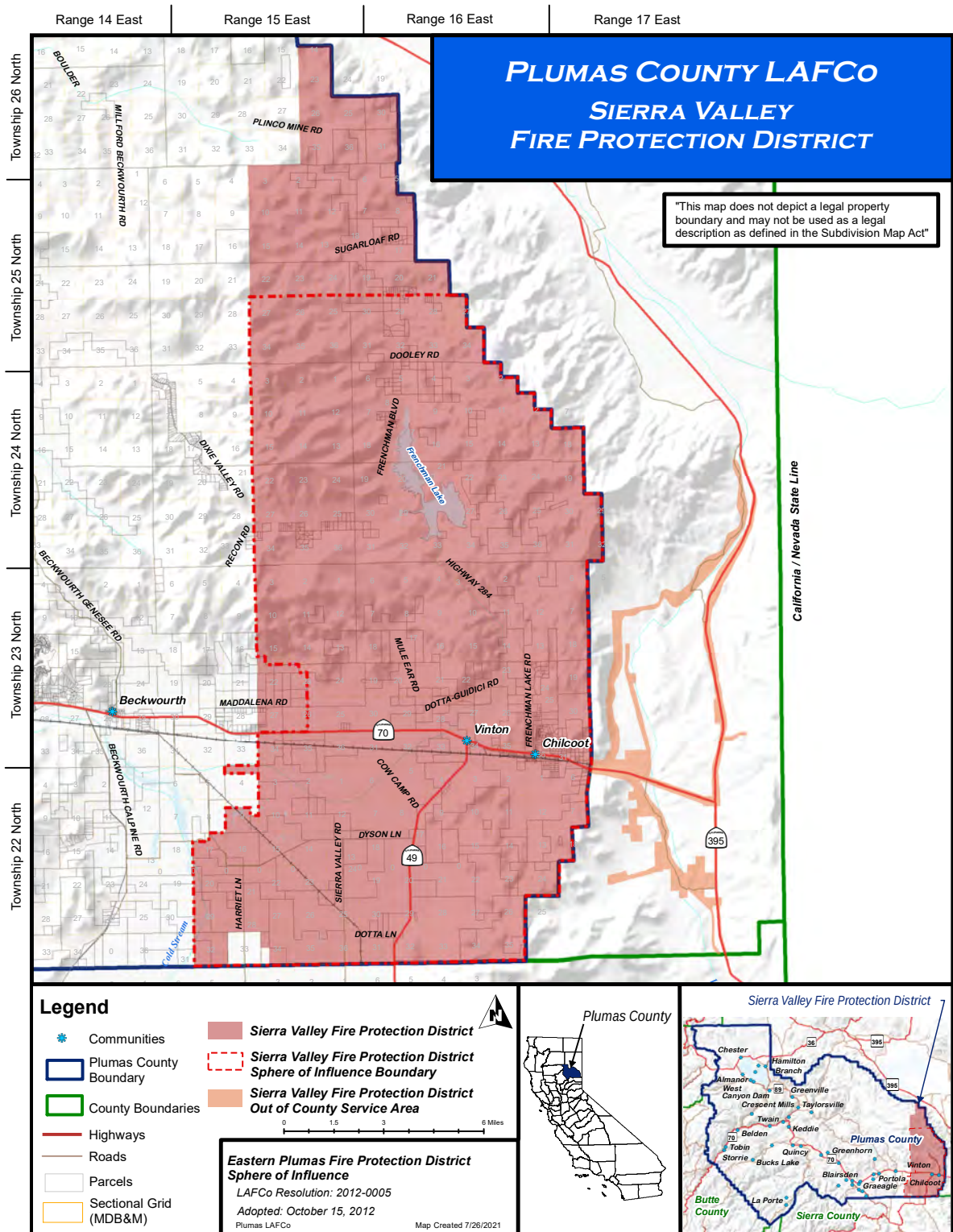
The only area of interest reported by the District is the Maddalena Tree Farm. Currently, the area is within the boundaries of SVVFD, but Beckwourth FPD would like to add it to its own boundaries.⁷⁵ Beckwourth FD reported that it was in closer proximity to the Beckwourth FD stations than the SVVFD stations. In addition, SVVFD has to go through Beckwourth FD territory to access the Maddalena Tree Farm, which makes it even more of a challenge to serve this territory. This area is presently excluded from the District's SOI.

⁷³ 2005-OASA-002.

⁷⁴ Interview with John Benoit, Plumas LAFCo Executive Officer, February 3, 2011.

⁷⁵ Interview with Russ Dickman, the treasurer and Tom, assistant chief of SVVFD, November 10, 2010.

Figure 8-1: Sierra Valley FPD Boundaries and SOI



Accountability and Governance

The principal act orders that the governing body of a fire protection district must have an odd number of members, with a minimum of three and a maximum of 11 members. Directors may be appointed or elected.⁷⁶ SVVFD is governed by a five-member Board of Directors who are elected to staggered four-year terms. When board members resign before the end of their terms, the District Board or the County Board of Supervisors appoints replacements. There are currently three members, one of whom was elected and two of whom were appointed. The Board of Directors has two vacancies. There has never been a contested election. Current board member names, positions, and term expiration dates are shown in Figure 1-2.

The Board meets once a month on the second Tuesday of the month at 6pm at the Chilcoot fire station. Board meeting agendas are posted at the Chilcoot station and at the Chilcoot post office. Minutes of every board meeting are available upon request. The District has a Facebook page, but the agendas and minutes are not published there.

Figure 8-2: SVVFD Governing Body

Sierra Valley Fire Protection District				
District Contact Information				
Contact:	Duncan Cameron, Fire Chief			
Address:	94362 CA-70, P.O. Box 211, Chilcoot, CA 96105			
Telephone:	(530) 993-1111			
Email/website:	https://www.facebook.com/SierraValleyFireDepartment/			
Board of Directors				
Member Name	Position	Term Expiration	Manner of Selection	Length of Term
Dean Morgan	Member		Appointed	4 years
Kasey Coonrod	Member		Appointed	4 years
Johnny Hernandez	Member	12/3/25	Appointed	4 years
Vicki Anderson	Member		Appointed	4 years
Matt Goodwin	Member		Appointed	4 years
Meetings				
Date:	Second Tuesday of every month at 6 pm			
Location:	Chilcoot fire station			
Agenda Distribution:	Posted at the Chilcoot fire station and Chilcoot post office			
Minutes Distribution:	Posted at the Chilcoot fire station and Chilcoot post office			

⁷⁶ Health and Safety Code §13842.

In addition to the required agendas and minutes, the District does public outreach through its Facebook Page and occasional newsletters. The Sierra Valley Fire auxiliary also holds regular fundraisers to raise money for the District and reach out to constituents.

If a customer is dissatisfied with the District's services, complaints may be submitted by calling the office. After that, they are forwarded to the Board, which is responsible for resolving them. The District reported that no complaints have been submitted in the last few years.

SVVFD demonstrated accountability and transparency in its disclosure of information and cooperation with Plumas LAFCo. The District responded to the questionnaires and cooperated with document requests.

Planning and Management Practices

Daily operations are managed by the chief. There are 11 staff—none of whom are paid. All the volunteer personnel are firefighters, including the bookkeeper. The sworn personnel consist of a chief, three captains and 7 firefighters.

Firefighters are accountable to captains; captains are accountable to the chief. The chief reports to the Board of Directors through monthly reports. Personnel are evaluated by the chief, and the chief is evaluated by the Board annually. The Board appoints the chief every two years.

The District tracks its staff workload through a training log and maintenance log. The District also tracks who responds to each call for service.

SVVFD reported performing no formal evaluations of overall district performance, such as benchmarking or annual reports.

The District's financial planning efforts include an annually adopted budget. The financial statements are audited on an as-needed basis. The latest audit took place in FY 14-15. The District provided the adopted budget for FY 20-21, audited financial statements for FY 14-15, up-to-date unaudited financial statements for FY 20-21. SVVFD does not adopt other planning documents, such as a capital improvement plan or master plan. The District's capital improvement projects are included in the budget.

Existing Demand and Growth Projections

Most of the land uses within the District are wildland and agricultural. The densest residential and suburban areas are located in the community of Chilcoot and along SR 49.⁷⁷ The territory north of Frenchman Lake is what the District referred to as a no-man's zone, which is part of SVVFD, but is extremely hard to reach. There are almost no residences approximately north of Dotta-Guidici Road and Rutting Deer Road.⁷⁸ The total square mileage of the District's boundary area is approximately 220.⁷⁹

⁷⁷ Plumas County Parcel Application.

⁷⁸ Interview with Russ Dickman, SVFPD Treasurer, and Tom, Assistant Chief of SVVFD, November 10, 2010.

⁷⁹ http://www.sierravalleyfire.org/index.php?option=com_content&view=article&id=1&Itemid=2

Population

There are approximately 600 residents within the District, based on the census block population in the 2020 census.⁸⁰

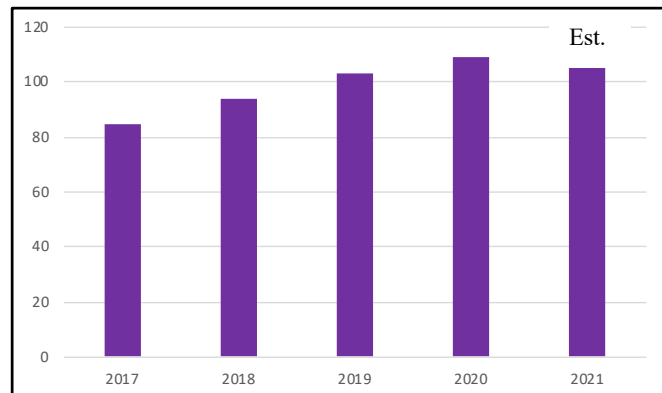
The District estimates that visiting tourists add approximately 13,000 additional people to its boundaries during peak tourism seasons. The contract with HJFPD increases the population served by an additional 190 people.⁸¹

Existing Demand

The District reported peak demand during snow season, due to driving accidents and during fire season. Calls for medical emergencies are consistently high throughout the year, similar to other providers.

The District reported that it has observed little change in service demand from 2017 to 2021. The number of calls slightly went down from 2020 to 2021.

Figure 8-3: SVVFD Number of Calls (2017-21)



Projected Growth and Development

The Agency anticipates little or no growth in population and similarly in service demand within the District in the next few years; however, no formal population projections have been made by the District.

The State Department of Finance (DOF) projects that the population of Plumas County will decline by five percent in the next 20 years. Thus, the average annual population growth in the County is anticipated to be approximately negative 0.27 percent. Based on these projections, the District's population would decline from 600 in 2020 to approximately 568 in 2040. It is anticipated that demand for service within the District will have minimal change based on the DOF population growth projections through 2040; however, other factors may affect demand for the District's services, as previously mentioned, such as an increase in tourism, use of major highways traversing the District's boundaries, and an ageing population.

Currently, the Agency appears to have the capacity to serve the possible small growth in the area. Plumas Sierra Rural Electric Cooperative is in the permitting process for a solar

⁸⁰ Census Blocks 4597, 4603, 4606, 4584, 4599, 4590, 4595, 4585, 4593, 4592, 4591, 4594, 4586, 4573, 4315, 4316, 4374, 4285, 4314, 4238, 4615, 4288, 4283, 4284, 4287, 4263, 4269, 4286, 4292, 4299, 4278, 4291, 4289, 4279, 4280, 4283, 4284, 4287, 4288, 4313, 4285, 4311, 4312, 4507, 4588, 4589, 4605, 4590, 4604, 4586, 4313, 4277, 4272, 4271, 4281, 4282, 4265, 4266, 4267, 4398, 4309, 4305, 4294, 4223, 4268, 4217, 4207, 4206, 4218, 4222, 4204, 4224, 4226, 4227, 4230, 4268, 4269, 4228, 4230, 4229, 4199, 4203, 4292, 4992, 4202, 4295, 4296, 4212, 4216, 4215, 4210, 4207, 4217, 4222, 4260, 4228, 4229, 4243, 4336, 4234, 4230, 4243, 4185, 4186, 4172, 4171, 4180, 4184, 4214, 4180, 4186, 4170, 4259, 4194, 4192, 4207, 4203, 4199, 4230, 4243, 4245, 4246, 4247, 4194, 4198, 4250, 4197, 4248, 4200, 4201, 4203, 4245, 4199, 4243, 4116 in Tract 3, Block Group 4 in Plumas County. The Census Blocks used in the estimate are located south of Frenchman Lake because the District reported that the area north of the Lake is extreme wilderness and nobody lives there.

⁸¹ Assistance to Firefighter Grants, *Sierra Valley FPD Grant Application*, 2010.

farm along CA-70 in Vinton on a 37-acre parcel. It is understood that SVVFD will have no role servicing the facility.

SVVFD did not identify any areas within the District's future growth area to which it would be difficult to provide an adequate level of service.

Growth Strategies

The District is not a land use authority and does not hold primary responsibility for implementing growth strategies. The land use authority for unincorporated areas is the County.

The County enforces the codes that it has enforcement power over, which does not encompass all State fire codes. The County ensures that new construction meets the requirements of the latest adopted edition of the California Building Standards. The County enforces the County codes that have been adopted in lieu of the California Fire Safe regulations. The County does not have authority to enforce PRC 4291, which requires defensible space around structures; however, the County does have some enforcement authority over vegetation removal around buildings that was adopted prior to PRC 4291. In addition, the Board of Supervisors, through the adoption of the General Plan and county codes, regulates development standards to be followed in processing subdivisions, including fire protection.

The proposals for new developments are sent for review to the appropriate fire provider if a development is within district's boundaries. Since the last MSR, all SOIs have been updated and shared with the County to ensure that proposals within a district's SOI but outside of its boundaries are also shared with the respective district for review. In 2010, the County Board of Supervisors had been discussing the possibility of hiring a fire marshal, part of whose responsibilities may be code enforcement and building inspections. However, as of the drafting of this report no movement has been made toward hiring of a fire marshal due to budget restrictions.

The County's General Plan was adopted in 2013 with several policies impacting the fire providers of new developments.

Policies outlined in the General Plan that impact fire service providers include:

- 1) LU 1.5.3 The County shall require development to be located adjacent to, or within, areas where fire and life safety services exist, or can be efficiently and economically provided.
- 2) LU 1.5.5 The County shall review development proposals for their impacts on infrastructure (for example, sewer, water, fire stations, libraries, streets, etc.). New development shall be required to pay its proportionate share of the costs of infrastructure improvements required to serve the project to the extent permitted by State law.
- 3) CIR 4.1.7 All commercial and industrial parcels shall be served by a structural fire protection entity and shall be within reasonable service distance from existing fire protection facilities and as determined by the appropriate area.

- 4) PHS 6.1.3 The County shall continue to promote awareness and education among residents regarding possible natural hazards, including soil conditions, landslides, earthquakes, flooding, wildfire hazards and emergency procedures.
- 5) PHS 6.1.4 The County shall promote all applicable public safety programs, including neighborhood-watch programs, hazards materials disposal, public awareness and prevention of wildfire hazards, and other public-education efforts.
- 6) PHS 6.3.1 The County shall review and update its Fire Safe ordinance to attain and maintain defensible space through conditioning of tentative maps and in new development at the final map or building permit stage.
- 7) PHS 6.3.2 The County shall consult the current Fire Hazard Severity Zone Maps during the review of all projects so that standards and mitigation measures appropriate to each hazard classification can be applied. Land use densities and intensities shall be determined by mitigation measures in areas designated with a high or very high fire hazard rating. Intensive development in areas with high or very high fire hazard rating shall be discouraged.
- 8) PHS 6.3.3 All developments within the service boundaries of an entity which provides structural fire protection may be required to make contribution to the maintenance of the existing level of structural service proportionate to the increase in demand for service structural fire protection and Emergency Medical Services resulting from the development.
- 9) PHS 6.3.4 As a requirement for approving new development, the County must find (based on information provided by the applicant and the responsible fire protection district), that concurrent with development, adequate emergency water flow, fire access and fire-fighting personnel and equipment, will be available in accordance with applicable State, County, and local fire district standards
- 10) PHS 6.3.5 As a requirement of new development, the applicant must demonstrate that adequate emergency access exists or can be provided to ensure that emergency vehicles can access the site and that private vehicles can evacuate the area.
- 11) PHS 6.3.6 As a condition of development, the County shall require the long-term maintenance of private roads, including roadside vegetation management, to the standards of original improvements.
- 12) PHS 6.3.7 The County shall research the feasibility of a countywide rural fire protection water system that provides a cost-effective, adequate water supply.
- 13) PHS 6.2.8 The County shall encourage upgrading facilities within existing fire protection districts and encourage expansion of existing districts where warranted by population density allowed under the General Plan.
- 14) PHS 6.3.9 The County shall require new development within high and very high fire hazard areas to designate fuel break zones that comply with defensible

space requirements to benefit the new and, where possible, existing development.

- 15) PHS 6.3.10 The County shall encourage the use of prescribed burning as a management tool for hazardous fuels reduction, timber management purposes, livestock production and enhancement of wildlife habitat. The County shall support removal of fuels and chipping and onsite distribution of chipped materials as an alternative to burning.
- 16) PHS 6.3.11 The County shall cooperate with Federal, State, community fire safety groups and other fire protection entities in fire prevention programs and in identifying opportunities for hazardous fuel reduction projects in zones of high and very high fire hazard either prior to or as a component of project review.
- 17) PHS 6.3.12 The County, in cooperation with Federal and State agencies, community fire safety groups, and the local fire protection districts, shall educate the public about the hazards of wildfires, methods to reduce the potential for fires to occur, and mitigation measures, including reducing fuel loads, to lessen the impacts of wildfires.
- 18) PHS 6.3.13 The County shall support fuel modification across public and private forestlands to reduce the potential for catastrophic wildfires, with the highest priority directed toward reducing hazardous fuel levels in the wildland-urban interface.
- 19) COS 7.2.16 The County shall support the use of controlled fuel management where feasible and appropriate as a natural ecosystem process, to reduce the threat of catastrophic wildfire and promote healthy forest environments and habitats.
- 20) AG/FOR 8.13.3 Support both State and Federal wildland fire protection programs and local Fire Safe programs that reduce the risk of wildland fires and the loss of timber on private and public property.
- 21) W 9.2.4 The County shall, in cooperation with wildfire management agencies, such as CalFire, United States Forest Service and local fire protection agencies, develop a variety of land-use planning, site design and vegetation management techniques to reduce the risk of wildfires. This risk reduction shall also include post-fire erosion, sedimentation and water-quality conditions.
- 22) W 9.3.2 The County shall support plans and projects to improve the conditions of overstocked forestlands, especially around communities-at-risk, to reduce the potential adverse impacts from wildfires, to protect watersheds, habitats and reduce excessive evapotranspiration losses.
- 23) W 9.5.6 The County, in coordination with local water service purveyors, wildfire protection agencies and local fire protection agencies, shall ensure consistent and adequate standards for fire flows and fire protection for new development, with the protection of human life and property as the primary objectives.

The County has not adopted the new standards for development yet resulting from the policies adopted in the 2013 General Plan. County zoning code is to go through a revision process and an annual report on progress in order for the zoning code to implement the General Plan. The District reported that the lack of updated standards poses a challenge in providing proper fire protection.

In 2007, the Board of Supervisors formed the Emergency Services Advisory Committee to “evaluate the funding feasibility of providing uniform and comprehensive emergency services to all of Plumas County.” The Committee attempted to look for opportunities to increase funding for emergency services but faced a considerable challenge in the difficult economic times. It focused on mitigating efforts through building and development standards improvements and the General Plan update process and encouraging local fire service providers to share resources and realize economies of scale in preparing grant applications, conducting training and engaging in other joint programs.

In the prior MSR, the District reported that it would like to decrease its boundary area by detaching the portion north of Frenchman Lake. This area is an extreme wilderness area, which is very hard to access in case of an incident. However, to consider this option it would be desirable to identify which agency would provide summer fire protection and medical response to the wilderness area instead of SVVFD. Additionally, the financial impacts of removing this territory should also be considered, given that the District presently receives a majority of its revenue from property taxes. In 2012, this area was excluded from the District’s SOI.

The District is considering reorganization options as a mean to address challenges to services. The current consolidation effort of the Eastern Plumas Fire Agencies in 2021 is the furthest these efforts have gone to date. The four agencies that are participating have issued an RFP and hired a consultant to perform a feasibility study that meets LAFCO’s requirements for formation of a new combined district, which was selected by the study group as the best option forward. This effort is more critical than ever for the community as the agencies are struggling to survive financially and maintain sufficient volunteer fire fighters to do the job as currently configured.

Financing

The District reports that current financing levels are fairly adequate to deliver services, but would like to increase funding levels to be more prepared for a larger emergency. The financing levels are adequate for ordinary activities; however, funding is reportedly inadequate to handle large fires. The District applies for grants and partners with a fundraising auxiliary that raises money for its operations.⁸²

⁸² Interview with Russ Dickman, the treasurer and Tom, assistant chief of SVVFD, November 10, 2010.

Figure 8-4: SVVFD Revenues and Expenses

<i>Income/Expenses</i>	<i>FY 20-21 Budgeted</i>		<i>FY 20-21 Actual</i>		<i>FY 21-22 Budgeted</i>	
<i>Income</i>						
Property Tax	\$35,000	74%	\$40,149	71%	\$38,000	75%
Use of Money	\$0	0%	\$0	0%	\$0	0%
State and Federal Aid	\$1,500	3%	\$1,465	3%	\$1,500	3%
Charges for Services	\$0	0%	\$0	0%	\$0	0%
Other Miscellaneous	\$11,000	23%	\$15,159	27%	\$11,000	22%
Total Income	\$47,500	100%	\$56,773	100%	\$50,500	100%
<i>Expenses</i>						
Services & Supplies	\$47,500	100%	\$45,228	93%	\$50,500	100%
Loan Repayment	\$0	0%	\$0	7%	\$0	0%
Total Expense	\$47,500	100%	\$42,794	100%	\$50,500	100%
Net Income	\$0		\$13,979		\$0	

The County keeps accounts for the District's finances and tracks revenues and expenditures. The District's total revenues for FY 20-21 were \$56,773. Revenue sources include property tax revenue (71 percent), state and federal aid (three percent), and other revenue (27 percent).

A portion of the District's revenue is donated by the Sierra Valley Fire Auxiliary—a fundraising organization that does its own accounting. In FY 20-21, the Auxiliary's total revenue from donations and fundraisers was \$6,000, \$6,000 of which was donated to the District.

SVVFD provides out-of-area services to HJFPD for which it charges \$100 for each residential structure and no more than \$500 per parcel. Commercial and industrial parcels are charged \$200 per structure but no more than \$1,000 per parcel. Both charges increase two percent annually. The payments are made by HJFPD twice a year.

The District responds to wildland fires when requested. It is reimbursed by the federal government if the firefighters are on the fire for more than four hours.

Sierra Valley Fire Protection District is authorized to collect a fee for each new parcel approved by the County within its boundaries by County Ordinance (PCC 9-3.314) and by District resolution, although neither the Planning Department nor the District have a copy of the resolution. The purpose of the fee is to mitigate the impacts of development to the fire district.

The District's expenditures in FY 20-21 were \$45,228.

The District had no long-term debt at the end of FY 20-21.

The District performs no formal capital improvement planning. Immediate capital improvement projects are included in the annual budget. Most of the projects include repair and maintenance of equipment and vehicles. In 2021, SVVFD applied, in cooperation with several area fire agencies, for a federal grant through the Assistance to Firefighter Grants and

requested, among other grant activities, funds for firefighting equipment acquisition. The District is awaiting a decision, but believes that it will be awarded the grant.⁸³

The District currently does not have a financial reserve or reserve policy. The District relies on its fundraising auxiliary for an emergency reserve.

The District does not participate in any joint power authorities (JPAs) or joint financing mechanisms.

⁸³ Assistance to Firefighter Grants, *Sierra Valley FPD Grant Application*, 2021.

FIRE AND EMERGENCY SERVICES

Service Overview

SVVFD provides fire protection and basic life support response. The District has limited prevention programs that mostly concentrate on medical services. The District also conducts some fire inspections on buildings. Ambulance service is provided by Eastern Plumas Healthcare District (EPHCD). Care Flight and My Life Flight provide air ambulance services. Fire helicopter services are provided by USFS and CalFire.

Collaboration

SVVFD has informal mutual aid agreements with Beckwourth FPD, Loyalton FD and EPRFPD. The District has an automatic aid agreement with EPHCD. EPHCD provides ambulance services to SVVFD. In return, the District provides fire services to EPHCD when the need arises. The District is also a member of the Fire Chief's Association. It participates in quarterly meetings with other fire agencies and fire chiefs. The District collaborates with USFS and CalFire, which provide fire services within the District's boundaries.

Dispatch

The County Sheriff is the Public Safety Answering Point (PSAP); consequently, most land line emergency calls (9-1-1 calls) are directed to the Sheriff. Most cell phone emergency calls (9-1-1 calls) are answered by CHP and redirected to the Sheriff. The Sheriff provides dispatching for most fire providers in the County except for the ones in the northern part of the County, which are served by the CHP Susanville Dispatch Center. The Forest Service has its own dispatch. The Sheriff Dispatch Center has a first responder map, which it uses to identify what provider to dispatch to an incident. All territory within the County has a determined first responder; although, many areas lie outside the LAFCo-approved boundary of the districts and lack an officially designated fire provider.

SVVFD shares the same dispatch and radio frequencies with adjacent providers. The District reported that dispatch can occasionally be slow causing delayed response.

Staffing

SVVFD has 11 sworn personnel—one fire chief, three captains and seven firefighters. None of the personnel are paid. The median age of the fire fighters is 48, with a range from 20 to 70.

The District reports that its staffing levels have decreased in the last few years. Due to the recession, people have moved out of the County. The District is in constant search of new firefighters. It tries to recruit volunteers through posting signs.

According to the California State Fire Marshal, all volunteer and call firefighters must acquire Firefighter I certification; however, there is no time limit as to how long they may work before attaining certification. Firefighter I certification requires completion of the 259-hour Firefighter I course, which includes training on various fireground tasks, rescue operations, fire prevention and investigation techniques, and inspection and maintenance of equipment. In addition to this course, Firefighter I certification also requires that the

applicant have a minimum of six months of volunteer or call experience in a California fire department as a firefighter performing suppression duties.⁸⁴ SVVFD has two Firefighter I certified personnel.

The District has an officer who is in charge of training. SVVFD conducts training drills once or twice a week. The volunteers are required to attend a minimum of four hours per month of training. The District requires Firefighter I and II, medical EMT first responder and EMT 1 trainings.⁸⁵

Facilities and Capacity

SVVFD operates two fire stations—one in Chilcoat built in 1970, and the second one in Vinton built in 1940. The District owns both stations.⁸⁶ There are no set hours when the stations are staffed. Volunteers are always on call.

The Chilcoat Station, which is the main station, was reported to be in good condition. The Vinton Station was reported to be in poor condition.⁸⁷ Both are used to house vehicles and equipment. The Chilcoat Station houses seven vehicles—one rescue, one Type 3 brush engine, one water tender, two Type 1 engines, one air trailer, and one small Type 4 brush truck. Vinton station houses two vehicles—one water tender and one Type 3 brush truck.

The District's water reserves are represented by four 30,000-gallon buried tanks.

Infrastructure Needs

The Vinton Station requires upgrades. The District also identified a need for a new training facility and office space. There are currently no specific plans for facility upgrades or construction.

With regard to equipment and vehicles, SVVFD reported that it needed a new water tender. In addition, the District reported a general need for more fire hydrants throughout its territory, similar to other rural fire districts. The District regularly applies for grants to upgrade existing equipment and purchase new equipment and vehicles.

Challenges

The District reported several constraints to providing adequate services:

- ❖ Lack of fire hydrants within boundaries and SOI,
- ❖ A potential for fires as CalFire allows burn barrels in certain zip codes,

⁸⁴ State Fire Marshall, Course Information and Required Materials, 2007, p. 44

⁸⁵ Interview with Russ Dickman, the treasurer and Tom, assistant chief of SVVFD, November 10, 2010.

⁸⁶ 2005-OASA-002.

⁸⁷ Facility condition definitions: Excellent-relatively new (less than 10 years old) and requires minimal maintenance. Good-provides reliable operation in accordance with design parameters and requires only routine maintenance. Fair- operating at or near design levels; however, non-routine renovation, upgrading and repairs are needed to ensure continued reliable operation. Poor- cannot be operated within design parameters; major renovations are required to restore the facility and ensure reliable operation.

- ❖ During the snow season, access to about 45 residences is completely cut off north of Frenchman Lake,
- ❖ Acquiring and retaining well trained personnel, and
- ❖ Obtaining costly newer equipment.

Some of the opportunities for service improvement mentioned by the District include looking for additional grants and possible consolidation with three other fire providers. In 2019, the District executed an MOU with the other local fire providers in Eastern Plumas County. That committee has made significant progress in evaluating consolidation. A consultant has been selected to conduct a feasibility study in order to provide information needed for LAFCo to approve a new district formation.

Service Adequacy

While there are several benchmarks that may define the level of fire service provided by an agency, indicators of service adequacy discussed here include ISO ratings, response times, and level of staffing and station resources for the service area.

Fire services in the communities are classified by the Insurance Service Office (ISO), an advisory organization. This classification indicates the general adequacy of coverage. Communities with the best fire department facilities, systems for water distribution, fire alarms and communications, and equipment and personnel receive a rating of 1. SVVFD has an ISO rating 8B. The District was last evaluated in 2021.

The National Fire Protection Association (NFPA) has issued a performance standard for volunteer and combination fire departments (NFPA 1720). This standard, among other guidelines, identifies target response time performance for structure fires. The response time is measured from the completion of the dispatch notification to the arrival time of the first-responder at the scene. Though not a legal mandate, NFPA 1720 does provide a useful benchmark against which to measure fire department performance. NFPA 1720 recommends that the response times for structure fire be nine minutes in urban demand zones at least 90 percent of the time, 10 minutes in suburban zones at least 80 percent of the time and 14 minutes in rural zones at least 80 percent of the time. Response times in remote zones are directly dependent on travel distances.⁸⁸

Emergency response time standards vary by level of urbanization of an area: the more urban an area, the faster a response has to be. The California EMS Agency established the following response time guidelines: five minutes in urban areas, 15 minutes in suburban or rural areas, and as quickly as possible in wildland areas. The District's response zones include rural and wildland classifications. The District reports that its response times vary due to the fact that all firefighters are volunteers and it usually takes them extra time to respond from home or work place. An area that SVVFD can improve upon is tracking of its response time for each incident, as it was unable to provide exact response times.

⁸⁸ Urban demand zone has population density of more than 1,000 people per square mile; suburban zone—between 500 and 1,000 people per square mile, rural zone—less than 500 people per square mile, and remote zone is identified by eight or more miles of travel distance to an incident.

The service area size⁸⁹ for each fire station varies between fire districts. The median fire station in eastern Plumas serves approximately 20 square miles. Sierra Valley FPD serves the most expansive area, with 111 square miles served per station on average. Densely populated areas tend to have smaller service areas. For example, the average service area for the City of Portola is 3.8 square miles.

The number of firefighters serving within a particular jurisdiction is another indicator of level of service; however, it is approximate. The providers' call firefighters may have differing availability and reliability. A district with more firefighters could have fewer resources if scheduling availability is restricted. Staffing levels in Eastern Plumas vary., SVVFD has approximately 18 firefighters per 1,000 residents.

Figure 8-5: Sierra Valley Fire Protection District Fire Profile

Sierra Valley Fire Protection District					
Facilities					
Firestation	Location	Condition	Staff per Shift	Vehicles	
Chilcoot Station	SR 70, Chilcoot, CA	Good	Unstaffed	1 rescue, 1 Type 3 Brush Engine, 1 water tender, 2 Type 1 Engines, 1 air trailer, 1 small Type 4 brush truck.	
Vinton Station	Vinton, CA	Poor	Unstaffed	1 out-of-service water tender, 1 Type 3 Brush Engine	
Facility Sharing					
Current Practices:					
The District does not currently share its facilities with other agencies.					
Future opportunities:					
The District is participating in an MOU to evaluate the potential for reorganization of four fire providers in eastern Plumas.					
Infrastructure Needs and Deficiencies					
The District identified a need for a new training facility, office space and a water tender.					
District Resource Statistics		Service Configuration		Service Demand	
Staffing Base Year	2021	Configuration Base Year	2021	Statistical Base Year	2021
Fire Stations in District	2	Fire Suppression	Direct	Total Service Calls	est. 105
Stations Serving District	2	EMS	Direct	% EMS	80%
Sq. Miles Served per Station ¹	111	Ambulance Transport	EPHCD	% Fire/Hazardous Materials	18%
Total Staff ²	11	Hazardous Materials	Direct	% False	2%
Total Full-time Firefighters	0	Air Rescue/Ambulance Helicopter	CareFlight	% Misc. emergency	0%
Total Call Firefighters	11	Fire Suppression Helicopter	USFS, CalFire	% Non-emergency	0%
Total Sworn Staff per Station ³	5.5	Public Safety Answering Point	Sheriff	% Mutual Aid Calls	11%
Total Sworn Staff per 1,000	18	Fire/EMS Dispatch	Sheriff	Calls per 1,000 people	175
Service Adequacy		Service Challenges			
Response Time Base Year	2021	Lack of fire hydrants. Limited access areas. Burn barrels. Lack of new equipment. Lack of qualified personnel.			
Median Response Time (min)	NP	Training			
90th Percentile Response Time (min)	NP	Trainings take place once or twice a week. The training officer is in charge of training sessions. Volunteers are required to attend at least 2.5 hours per week. The District requires Firefighter I and II, medical EMT first responder and EMT 1 trainings.			
ISO Rating	BB	Mutual & Automatic Aid Agreements			
SVVFD has informal agreements with Beckwourth FPD, Loyalton FD and EPRFPD.					
Notes:					
1) Primary service area (square miles) per station.					
2) Total staff includes sworn and non-sworn personnel.					
3) Based on ratio of sworn full-time and call staff to the number of stations. Actual staffing levels of each station vary.					

⁸⁹ Service area refers to the area that the agency will respond to, based on a first responder map used by the Sherriff's office.

SIERRA VALLEY FIRE PROTECTION DISTRICT DETERMINATIONS

Growth and Population Projections

- ❖ There are approximately 600 residents within the District.
- ❖ Over the past decade the District experienced a 34 percent increase in population.
- ❖ The District Fire Chief has observed a significant increase in traffic volume on routes US-395 and also CA-70, which pass through the District. The frequency and severity of calls has increased accordingly.
- ❖ A decline in population is expected within the District over the next 20 years based on the California Department of Finance projections for Plumas County; however, the District anticipates that the population will continue to increase in the future.

The Location and Characteristics of Disadvantaged Unincorporated Communities Within or Contiguous to the Agency's SOI

- ❖ Based on American Community Survey 2016-2020 Census Tract information, the entirety of the study area and the boundaries within and immediately adjacent to each of the five reviewed fire providers is defined as disadvantaged. While the City of Portola is incorporated, the remainder of the territory meets the definition of a disadvantaged unincorporated community as defined in Water Code §79505.5. Census Tract 000300 encompasses the entirety of the service area and has a population of 4,484 comprising 2,051 households with a median income of \$48,238.

Present and Planned Capacity of Public Facilities and Adequacy of Public Services, Including Infrastructure Needs and Deficiencies

- ❖ The District's current facilities appear to have the capacity to adequately serve current demand and short-term growth; however, the District's stations serve an expansive 111 square miles, which results in lengthy response times.
- ❖ The District identified a need for a new training facility and office space, as well as a new water tender. SVVFD regularly applies for grants to attempt to address these needs.
- ❖ Currently, capital improvement projects are identified in the annual budget. The District should consider adopting a capital improvement plan to identify financing needs, as well as potential revenue sources and timing to address these needs.
- ❖ As the District presently has two volunteers with Firefighter I certification, SVVFD could improve its level of service by promoting certification.
- ❖ It is recommended that all fire providers track response times for each incident.

Financial Ability of Agencies to Provide Services

- ❖ The District reports that current financing levels are adequate to deliver regular activities, but are not adequate for large emergencies or fires. Current funding levels are not sufficient to ensure sustainable services.
- ❖ The District may require increased revenues to finance upgrades to the Vinton station, which is in poor condition.
- ❖ The District hopes to increase funding by regularly applying for grants.

Status of, and Opportunities for, Shared Facilities

- ❖ SVVFD collaborates with other fire providers in Plumas County, and outside of it, through automatic aid agreements, mutual aid agreements, contracts and membership in the Fire Chiefs Association.
- ❖ The District currently does not share its facilities with other agencies.
- ❖ The assessment of potential reorganization may realize future facility sharing opportunities or other means to better leverage available resources.

Accountability for Community Service Needs, Including Governmental Structure and Operational Efficiencies

- ❖ SVVFD demonstrated accountability and transparency by disclosing financial and service-related information in response to LAFCo requests.
- ❖ Generally, the fire districts have been challenged in maintaining full and legally-seated governing bodies. Over the last decade, the districts have failed to appropriately renew terms for already seated members, have appointed board members that do not meet the legal requirements to sit on the board, and have failed to inform the County Clerk regarding any changes to their board members.
- ❖ A governmental structure option is detachment from the District of the area north of Frenchman Lake, which generally is not accessible during the winter.
- ❖ The District hopes to improve its operational efficiency through applying for grants and purchasing newer equipment.
- ❖ SVVFD is conducting a consolidation study with three other local departments including the City of Portola, Gold Mountain CSD, and Beckwourth FD. The recently completed feasibility study has determined that formation of a new fire district is a practical and affordable solution to many of the challenges faced by fire providers in the region.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: August 1, 2023

SUBJECT: Adopt RESOLUTION to appoint Sharon Sousa Behavioral Health Director effective August 1, 2023; and approve and authorize Chair to sign employment agreement; discussion and possible action Roll call vote

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

1. 23-578 Resolution FINAL

**RESOLUTION TO APPOINT SHARON SOUSA BEHAVIORAL
HEALTH DIRECTOR EFFECTIVE AUGUST 1, 2023**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2023/2024 Position Allocation Plan covering all positions in the County service; and

WHEREAS, this position is necessary in the daily operational needs of the Behavioral Health Department's programs and in order to meet all state and federal mandates for the services provided by Behavioral Health; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this Resolution for the Board of Supervisors to appoint Sharon Sousa as Behavioral Health Director; and

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

Approve Resolution appointing Sharon Sousa who meets the requirements as Behavioral Health Director, effective August 1, 2023.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 1st day of August, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood, Chair Board of Supervisors

Deputy Clerk of the Board of Supervisors

Approved as to form:


Sara James
Deputy County Counsel II



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: August 1, 2023

SUBJECT: Appoint Joella Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum; discussion and possible action.

Recommendation:

Email Received on 07/07/2023 by Teresa Whitfield on behalf of EPRFPD

Honorable Board of Supervisors,

The remaining EPRFPD Board is at two directors and look to you for assistance in approval of the appointment submitted to add a new member to our board to create a quorum allowing EPRFPD to complete work in progress, restructure, recruit, and reorganize.

Our sincerest thanks,
Teresa Whitfield on behalf of EPRFPD

Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

None