



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 8, 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. US FOREST SERVICE - US FOREST SERVICE

Report and update.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request

that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. AGRICULTURE WEIGHTS & MEASURES

- 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 receive grant funding in the amount of \$42,297.00 for ground field work to control and eradicate non-native invasive weeds; (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 Sierra County Agriculture Weights & Measures Department and the California Department of Food and Agriculture (CDFA), to receive grant funding in the amount of \$42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel [View Item](#)

B. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of \$50,032.00; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote** [View Item](#)

C. PUBLIC WORKS

- 1) Approve and authorize Plumas County Public Works / Road Department to recruit and fill, funded and allocated, vacant **One (1)** FTE Power Equipment Mechanic I/II in the Quincy Maintenance shop; (General Fund Impact) as approved in the FY 23-24 Budget. [View Item](#)

D. PROBATION

- 1) Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Domestic Violence Batterer's Treatment Program. Not to exceed \$22,400.00, paid via SB678 funding. (No General Fund Impact) Approved as to form by County Counsel.
[View Item](#)
- 2) Approve and authorize the Chair to ratify and sign a services agreement between Plumas Rural Services and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group, not to exceed \$15,000, paid via SB678 grant funding, (No General Fund Impact), approved as form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Mindful Parenting and Nurturing Parenting Critical Support classes in FY23/24. Amount not to exceed \$8,000.00, paid via YOBG Juvenile grant; (No General Fund Impact), approved as to form by county counsel. [View Item](#)
- 4) Approve and authorize the Chair to ratify and sign a services agreement between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department. Amount not to exceed \$12,000.00, split across all Probation funding sources; (General Fund Impact), approved as to form by County Counsel. [View Item](#)

E. HUMAN RESOURCES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore (LCW) for special services; effective July 1, 2023; not to exceed \$5,660.00; (General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel. [View Item](#)

F. SOCIAL SERVICES

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff; effective July 1, 2023; not to exceed \$15,810.00 (No General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize Chair to sign an Agreement between Plumas County Department of Social Services and University of California, Davis contract #EW-2023-26, for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff; in the amount of \$46,750, (General Fund Impact), as approved in the FY23/24 budget, approved as to form by County Counsel. [View Item](#)

3. DEPARTMENTAL MATTERS

A. FACILITY SERVICES & AIRPORTS - JD Moore

- 1) Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum; not to exceed \$39,980.68; (General Fund impact); approved as to form by County Counsel. Discussion and possible action. [View Item](#)
- 2) Approve and authorize the Director of Facility Services & Airports to solicit a Request For Qualifications (RFQ) for an Airport Consultant/Engineer to assist with Airport Capital Improvement Projects at Rogers Field, Gansner Field, and Nervino Airport, approved as to form by County Counsel. [View Item](#)

B. PROBATION - Keevin Allred

- 1) Approve and authorize the Chief Probation Officer a fixed asset purchase not to exceed \$49,837.93 for a 2023 Ford Explorer XLT-4WD and not to exceed \$36,603.28 for a 2023 Ford Escape-AWD, for a total of \$86,441.21 from Quincy Auto Company; tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, funds received through SB678 grant and SB 129 Pretrial funds (No General Fund Impact). Discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

C. PLANNING -

- 1) Review Plumas County Comment Letter to the State of California Department of Housing and Community Development (HCD) on 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610); discussion and possible action. [View Item](#)
- 2) Review Plumas County Comment Letter to the Department of Forestry and Fire Protection Office of the State Fire Marshall concerning an additional public comment period (through August 9, 2023) for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map; discussion and possible action. [View Item](#)

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report.
- B. Approve and authorize Chair to sign Second Amendment to agreement between Plumas County and Arcadis U.S., Inc. in order to complete Tasks 3 and 4 of the Scope of Work; for an additional \$150,000, not to exceed \$650,000, (No General Fund Impact) out of the PG&E Disaster Fund; approved as to form by County Counsel. [View Item](#)
- C. Approve and authorize a budget transfer request from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; (No General Fund Impact); discussion and possible action. [View Item](#)
- D. Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant One (1) FTE

Clerk of the Board; (General Fund Impact), discussion and possible action. [View Item](#)

5. BOARD OF SUPERVISORS

A. TITLE III - SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING

PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on June 13, 2023; for 2022-2023 Secure Rural Schools Title III funding. Discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project (\$49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project (\$35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project (\$45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project (\$42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project (\$80,000.00)

B. CORRESPONDENCE

C. INFORMATIONAL ANNOUNCEMENTS

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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- C. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- D. Conference with real property negotiator, regarding 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
- 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: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)
- I. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, August 15, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



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

TO: Honorable Chair and Board of Supervisors

FROM: Willo Vieira, Agricultural Commissioner/Sealer

MEETING DATE: August 8, 2023

SUBJECT: 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 receive grant funding in the amount of \$42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to sign Agreement #23-0300-000-SA between California Department of Food and Agriculture (CDFA) and Plumas County.

Background and Discussion:

This Agreement between CDFA and Plumas County is in the amount of \$42,297.00 which will begin on July 1, 2023 and continues through June 30, 2025. This Agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-ways in Plumas and Sierra Counties. Approved as to form by County Counsel.

Action:

Approve and authorize the Chair to sign Agreement #23-0300-000-SA between California Department of Food and Agriculture (CDFA) and Plumas County.

Fiscal Impact:

none

Attachments:

1. 23-571 FINAL

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
23-0300-000-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, 2025

3. The maximum amount of this Agreement is: \$42,297.00

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 Name)

COUNTY OF PLUMAS

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Chair of the Board

ADDRESS

208 Fairgrounds Road, Quincy, CA 95971-9462

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

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2023 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: David Kratville	Name: Willo Vieira
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization: COUNTY OF PLUMAS
Address: 1220 N Street	Address: 208 Fairgrounds Road
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Quincy, CA 95971-9462
Phone: 916-201-2588	Phone: 530-283-6365
Email Address: david.kratville@cdfa.ca.gov	Email Address: willovieira@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jennifer Gordon	Name: Willo Vieira
Division/Branch: PHPPS / Integrated Pest Control Branch	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: 916-262-1102	Phone: (530) 283-6365
Email Address: jennifer.gordon@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) 283-6365
Email Address: MargaretBell@countyofplumas.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 assumes full responsibility for its obligation to pay its Contractors/Consultants. 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 Recipient's use of contractors/consultants shall not affect the Recipient's 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, or 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 Agreement 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 applicable 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.

PROJECT Plumas County

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- ☒ Increase the profitability and value of crop land and rangeland
- ☒ Decrease the costs of roadside, park, and waterway maintenance
- ☒ Reduce the fire hazard and fire control costs in the state
- ☒ Protect the biodiversity of native ecosystems
- ☒ Maintain the recreational and aesthetic value of open space, recreational, and public areas
- ☒ Increase water supply and flow

Project Activities (check all that apply):

- ☒ Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- ☒ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- ☒ Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- ☒ Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: Section 4500 Noxious weeds and A & B rated weeds in Plumas County.

Methodology: This project is on-the-ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Plumas County.

Most of these sites have been mapped and entered into the Calflora Database, but this project will include surveying and mapping of several new sites found in August and September of 2022. The sites will be mapped using our handheld GPS units and the data will be entered into Google Earth Pro to calculate the acres or square feet of each site. Maps will then be developed using the Google Earth platform. The sites will also be entered into the Calflora database and included in our mid-year and final reports to CDFA.

Part of this grant will be used to expand our outreach program to other events throughout Plumas County.

This project is CEQA Exempt through Regulatory Action, Article 19, Class 7, Section 15307. The required CEQA documents will be submitted with this grant application.

Location(s): Plumas County.

Weed Removal/Control Techniques(s): This project will use weed control techniques consistent with our county's IPM practices to insure the long term success of this project. These techniques include herbicide,

hand pulling, mowing, and cut stump treatments. We will be using our existing fleet of 2 truck mounted sprayers, 2 ATV mounted sprayers, and backpack sprayers. Herbicides to be used are:

- Dow Agrosience – Milestone, Garlon 4 Ultra, and Method 240 SL
- Bayer - Telar XP
- Helena Chemical – Dyne-Amic

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on October 15, 2023, and October 15, 2024.

Final project reports are required 30 days after project completion, no later than July 31, 2025. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

2023 Noxious Weed Grant Program – Progress Report
 State of California
 Department of Food and Agriculture

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	Start Date: End Date:

Grant Report Items to Consider (check all that apply)

- ☐ Invoice Prepared and Submitted
- ☐ Evidence of CEQA compliance met and sent to CDFA
- ☐ Evidence of work documented sent to CDFA (see details below)

Accomplishments

1. Estimate the total percentage (%) of work completed on this project.....0%
2. List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your County is documenting work in CalFlora can be sent to CDFA by providing a screen shot or email showing receipt of data by CalFlora to CDFA-PDAS at pdas@cdfa.ca.gov.
6. Alternatively, you may send your work files directly to CDFA by submitting through the attached mapping template (include one for each weed species). You may also send your data/shape files directly to CDFA if using this method. Contact CDFA-PDAS at pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

Other Items/Explanations (if needed)

Include any other items here.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PHPPS.IPCB Invoices@cdfa.ca.gov


STATE OF CALIFORNIA

DEPARTMENT OF FOOD AND AGRICULTURE

INTEGRATED PEST CONTROL BRANCH

1220 N STREET Rm 214

SACRAMENTO CA 95814



Agreement Name:

Agreement Number:

Agreement Amount:

Date:

County:

Amount Billed to Date

Invoice #

Billing Period: From: To:

(Example: From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS

Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 25%)	# of Site Lts	Acres/ Units	Samples	Total Costs
1													
2													
3													
4													
5													
TOTALS													0

OPERATING EXPENSES

Description (type of supply or expense)

Total Cost

- Travel*** \$0.00
- Printing \$0.00
- Postage/Freight \$0.00
- Miscellaneous Field Supplies \$0.00
- Miscellaneous Office Supplies \$0.00
- Contractual Costs (please describe) \$0.00
- Other Items of expense (please describe) \$0.00
- Other Items of expense (please describe) \$0.00

TOTAL OPERATING EXPENSES: \$0.00

COMMENTS:

REMIT PAYMENT TO: (County Information)

For State Use Only

Date Approved:

Approved by:

Account Code:

Agreement No.

Program Code:

Fiscal Year:

(Rev. x/xxxx)

VEHICLE OPERATIONS

	Mileage	Rate ***	Total Cost
County Vehicles	0.00	\$0.000	\$0.00
State Vehicles	0.00	\$0.000	\$0.00
Leased Vehicles	0.00	\$0.000	\$0.00
TOTAL VEHICLE OPERATIONS:			\$0.00

* Hourly Rate must include Hourly Wage and Benefit Rate.

** Overhead percent is eligible, may fluctuate per county and must not exceed 25%

*** Mileage rates: County vehicle = Not to exceed \$0.655 per mile.

Per federal audit guidelines, this rate cannot be exceeded.

However, if your county's internal policy uses a lower rate, that rate may be applied.

State-owned vehicle = \$0.285 per mile.

**** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)

Noxious Weed Grant Program Budget

County of Plumas
July 1, 2023 - June 30, 2025

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultuer & Standards Technician	\$20,856.00	\$0.00
Title: Extra Help/Temorary	\$7,748.00	\$0.00
Title: Administrative Assistant	\$0.00	\$484.20
Title: Agriculture & Standards Inspector II	\$0.00	\$1,961.50
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$28,604.00	\$2,445.70
Operating Expenses		
Supplies: (must be itemized)		
PPE - Eyewear, gloves, shirts, vests	\$500.00	\$0.00
Backpack Sprayers - 2@\$110	\$220.00	\$0.00
Equipment: (must be itemized)		
110 gal.truck spray rig combo 200 hr.@ \$48 per hr.	\$0.00	\$9,600.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Milestone		
Amount: 8 gal. Cost: \$324/gal.	\$2,592.00	\$0.00
Type: Telar XP		
Amount: 10 Jars Cost: \$145.60/8 oz.	\$1,456.00	\$0.00
Other		
Equipment Maintenance	\$700.00	\$0.00
	\$0.00	\$0.00
Mileage for Weed Control \$0.655 x (2633.59 Miles)	\$1,725.00	\$0.00
Subtotal Operation Exp.	\$7,193.00	\$9,600.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$42,421 CDFA Funding award total has max of \$4,242.10 for all combined)		
Meetings - Calflora Subscription & Cal IPC Symposium	\$2,000.00	\$0.00
Travel	\$0.00	\$0.00
Administration	\$0.00	\$0.00
Outreach	\$500.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.655 x (Miles)	\$0.00	\$0.00
Subtotal	\$38,297.00	\$12,045.70
Indirect* (Max 25% of Personnel Costs)	\$4,000.00	\$0.00
Total	\$42,297.00	\$12,045.70
Grant Total CDFA Funding	\$42,297.00	
Grant Total Cost Share	\$12,045.70	



**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 8, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Sierra County Agriculture Weights & Measures Department and the California Department of Food and Agriculture (CDFA), to receive grant funding in the amount of \$42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel

Recommendation:

Approve and authorize the Chair to sign Agreement #23-0312-000-SA between California Department of Food and Agriculture (CDFA) and Sierra County.

Background and Discussion:

This Agreement between CDFA and Sierra County is in the amount of \$42,297.00 which will begin on July 1, 2023 and continues through June 30, 2025. This Agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-ways in Plumas and Sierra Counties. Approved as to form by County Counsel.

Action:

Approve and authorize the Chair to sign Agreement #23-0312-000-SA between California Department of Food and Agriculture (CDFA) and Sierra County.

Fiscal Impact:

none

Attachments:

1. Contract #23-0312-000-SA

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
23-0312-000-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 SIERRA
2. The Agreement Term is: July 1, 2023 through June 30, 2025
3. The maximum amount of this Agreement is: \$42,297.00
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 Name)
COUNTY OF SIERRA

BY (Authorized Signature) 	DATE SIGNED
--	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING
Chair of the Board

ADDRESS
208 Fairgrounds Road, Quincy, CA 95971-9462

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

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2023 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: David Kratville	Name: Willo Vieira
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization: COUNTY OF SIERRA
Address: 1220 N Street	Address: 208 Fairgrounds Road
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Quincy, CA 95971-9462
Phone: 916-201-2588	Phone: 530-283-6365
Email Address: david.kratville@cdfa.ca.gov	Email Address: willovieira@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jennifer Gordon	Name: Willo Vieira
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization: County of Sierra
Address: 1220 N Street	Address: 208 Fairgrounds Rd
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Quincy CA 95971
Phone: 916-262-1102	Phone: (530) 283-6365
Email Address: jennifer.gordon@cdfa.ca.gov	Email Address: willovieira@countyofplumas.com

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: Margaret Bell
Organization: County of Sierra
Address: 208 Fairgrounds Rd
City/State/Zip: Quincy CA 95971
Phone: (530) 283-6365
Email Address: margaretbell@countyofplumas.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 assumes full responsibility for its obligation to pay its Contractors/Consultants. 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 Recipient's use of contractors/consultants shall not affect the Recipient's 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, or 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 Agreement 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 applicable 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.

PROJECT Sierra County

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- ☒ Increase the profitability and value of crop land and rangeland
- ☒ Decrease the costs of roadside, park, and waterway maintenance
- ☒ Reduce the fire hazard and fire control costs in the state
- ☒ Protect the biodiversity of native ecosystems
- ☒ Maintain the recreational and aesthetic value of open space, recreational, and public areas
- ☒ Increase water supply and flow

Project Activities (check all that apply):

- ☒ Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- ☒ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- ☒ Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- ☒ Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: Section 4500 Noxious weeds and A & B rated weeds in Sierra County.

Methodology: This project is on-the-ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Sierra County.

Most of these sites have been mapped and entered into the Calflora Database, but this project will include surveying and mapping of several new sites found in August and September of 2022. The sites will be mapped using our handheld GPS units and the data will be entered into Google Earth Pro to calculate the acres or square feet of each site. Maps will then be developed using the Google Earth platform. The sites will also be entered into the Calflora database and included in our mid-year and final reports to CDFA.

Part of this grant will be used to expand our outreach program to other events throughout Sierra County.

This project is CEQA Exempt through Regulatory Action, Article 19, Class 7, Section 15307. The required CEQA documents will be submitted with this grant application.

Location(s): Plumas County.

Weed Removal/Control Techniques(s): This project will use weed control techniques consistent with our county's IPM practices to insure the long term success of this project. These techniques include herbicide,

hand pulling, mowing, and cut stump treatments. We will be using our existing fleet of 2 truck mounted sprayers, 2 ATV mounted sprayers, and backpack sprayers. Herbicides to be used are:

- Dow Agrosience – Milestone, Garlon 4 Ultra, and Method 240 SL
- Bayer - Telar XP
- Helena Chemical – Dyne-Amic

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on October 15, 2023, and October 15, 2024.

Final project reports are required 30 days after project completion, no later than July 31, 2025. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

2023 Noxious Weed Grant Program – Progress Report
 State of California
 Department of Food and Agriculture

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	Start Date: End Date:

Grant Report Items to Consider (check all that apply)

- ☐ Invoice Prepared and Submitted
- ☐ Evidence of CEQA compliance met and sent to CDFA
- ☐ Evidence of work documented sent to CDFA (see details below)

Accomplishments

1. Estimate the total percentage (%) of work completed on this project.....0%
2. List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your County is documenting work in CalFlora can be sent to CDFA by providing a screen shot or email showing receipt of data by CalFlora to CDFA-PDAS at pdas@cdfa.ca.gov.
6. Alternatively, you may send your work files directly to CDFA by submitting through the attached mapping template (include one for each weed species). You may also send your data/shape files directly to CDFA if using this method. Contact CDFA-PDAS at pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

Other Items/Explanations (if needed)

Include any other items here.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PHPPS.IPCB Invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
INTEGRATED PEST CONTROL BRANCH
1220 N STREET Rm 214
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Information)

Agreement Name:
Agreement Number:
Agreement Amount:

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:

For State Use Only

(Rev. x/xxxx)

Date:
County:
Amount Billed to Date
Invoice #
Billing Period: From: To:
(Example: From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS

Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 25%)	# of Site Lcts	Acres/ Units	Samples	Total Costs
1													
2													
3													
4													
5													
TOTALS													0

OPERATING EXPENSES

Description (type of supply or expense)	Total Cost
1 Travel****	\$0.00
2 Printing	\$0.00
3 Postage/Freight	\$0.00
4 Miscellaneous Field Supplies	\$0.00
5 Miscellaneous Office Supplies	\$0.00
6 Contractual Costs (please describe)	\$0.00
7 Other Items of expense (please describe)	\$0.00
8 Other Items of expense (please describe)	\$0.00
TOTAL OPERATING EXPENSES:	\$0.00

COMMENTS:

* Hourly Rate must include Hourly Wage and Benefit Rate.

** Overhead percent is eligible, may fluctuate per county and must not exceed 25%

*** Mileage rates: County vehicle = Not to exceed \$0.655 per mile.

Per federal audit guidelines, this rate cannot be exceeded.

However, if your county's internal policy uses a lower rate, that rate may be applied.

State-owned vehicle = \$0.285 per mile.

**** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)

VEHICLE OPERATIONS

Total Mileage		Rate ***		Total Cost	
County Vehicles	0.00	\$0.000		\$0.00	
State Vehicles	0.00	\$0.000		\$0.00	
Leased Vehicles	0.00	\$0.000		\$0.00	
TOTAL VEHICLE OPERATIONS:				\$0.00	

Noxious Weed Grant Program Budget

County of Sierra
July 1, 2023 - June 30, 2025

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultuer & Standards Technician	\$20,856.00	\$0.00
Title: Extra Help/Temorary	\$7,748.00	\$0.00
Title: Administrative Assistant	\$0.00	\$484.20
Title: Agriculture & Standards Inspector II	\$0.00	\$1,961.50
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$28,604.00	\$2,445.70
Operating Expenses		
Supplies: (must be itemized)		
PPE - Eyewear, gloves, shirts, vests	\$500.00	\$0.00
Backpack Sprayers - 2@\$110	\$220.00	\$0.00
Equipment: (must be itemized)		
110 gal.truck spray rig combo 200 hr.@ \$48 per hr.	\$0.00	\$9,600.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Milestone Amount: 8 gal. Cost: \$324/gal.	\$2,592.00	\$0.00
Type: Telar XP Amount: 10 Jars Cost: \$145.60/8 oz.	\$1,456.00	\$0.00
Other		
Equipment Maintenance	\$700.00	\$0.00
	\$0.00	\$0.00
Mileage for Weed Control \$0.655 x (2633.59 Miles)	\$1,725.00	\$0.00
Subtotal Operation Exp.	\$7,193.00	\$9,600.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$42,421 CDFA Funding award total has max of \$4,242.10 for all combined)		
Meetings - Calflora Subscription & Cal IPC Symposium	\$2,000.00	\$0.00
Travel	\$0.00	\$0.00
Administration	\$0.00	\$0.00
Outreach	\$500.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.655 x (Miles)	\$0.00	\$0.00
Subtotal	\$38,297.00	\$12,045.70
Indirect* (Max 25% of Personnel Costs)	\$4,000.00	\$0.00
Total	\$42,297.00	\$12,045.70
Grant Total CDFA Funding	\$42,297.00	
Grant Total Cost Share	\$12,045.70	



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: August 8, 2023

SUBJECT: Adopt **RESOLUTION** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of \$50,032.00; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors adopt a Resolution to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of \$50,032.00.

Background and Discussion:

As the Board is aware, the Plumas County Public Health Agency desires to utilize the (PH-Career Ladder) Grant funding awarded by the California Department of Public Health; funding appropriated in the 2022-2023 State Budget Act (AB179, Chapter 249, Statutes of 2022). The purpose of these funds is to support worker upskilling to improve retention of Public Health workforce and help incumbent workers develop their skills to meet future Public Health demands. The Department will provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, an/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

Public Health will provide CDPH with an annual report of how Grant funds were ultimately spent.

The term of this Agreement in July 1, 2022 through June 30, 2026

Action:

Adopt a **RESOLUTION** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321, from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of \$50,032.00.

Fiscal Impact:

There is no fiscal impact to the general fund.

Attachments:

1. 23-517 FINAL CAREER LADDER GRANT
2. 23-517 agreement FINAL

RESOLUTION NO. 23-_____

RESOLUTION TO AUTHORIZE THE ASSISTANT DIRECTOR OF PUBLIC HEALTH TO SIGN GRANT AGREEMENT NUMBER 22-11321, FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, CALIFORNIA PUBLIC HEALTH WORKFORCE CAREER LADDER EDUCATION AND DEVELOPMENT PROGRAM.

WHEREAS, California Department of Public Health (CDPH) has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) in the amount of \$50,032.00 to Plumas County Public Health; and

WHEREAS, Plumas County Public Health Agency (PCPHA) will provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams; and

WHEREAS, PCPHA will provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar year (December 31). CDPH reserves the right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report.

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, 2022 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 has full and binding authority to the commitments contained in the Agreement on behalf of the Board of Supervisors, and is the authorized representative for County in regard to this PA.

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 August 8, 2023, by the following vote:

Ayes:

Noes:

Absent:

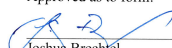
Abstain:

Chair, Plumas County Board of Supervisors

Attest: _____

Clerk, Plumas County Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

***California Public Health Workforce Career Ladder Education and Development
Program***

Awarded By

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO**

Plumas County Public Health Agency, hereinafter “Grantee”

**Implementing the “California Public Health Workforce Career Ladder
Education and Development Program,” hereinafter “Project”**

GRANT AGREEMENT NUMBER 22-11321

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 Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves the right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$50,032.00 (Fifty Thousand Thirty Two Dollars and Zero cents)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026].

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

California Department of Public Health	Grantee: Plumas County Public Health Agency
Name: Kristen Guerrero	Name: Dana Krinsky
Address: 1615 Capitol Ave.	Address: 270 County Hospital Road
City, ZIP: Sacramento, CA	City, ZIP: Quincy CA 95971
Phone: 916-719-5784	Phone: 530-283-6358
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: danakrinsky@countyofplumas.com

Direct all inquiries to the following representatives:

California Department of Public Health	Grantee: Plumas County Public Health Agency
Attention: Kristen Guerrero	Attention: Dana Krinsky
Address 1615 Capitol Ave.	Address: 270 County Hospital Road
City, Zip Sacramento, CA	City, Zip: Quincy CA 95971
Phone 916-719-5784	Phone: 530-283-6358
E-mail Kristen.guerrero@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: Plumas County Public Health Agency
Attention "Cashier": DeLena Jones
Address: 270 County Hospital Road
City, Zip: Quincy CA 95971
Phone: 530-283-6358
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

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

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, Assistant Director of Public Health
270 County Hospital Road, Quincy CA 95971

Date: _____
Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377



California Department of Public Health **MEMORANDUM**

DATE: May 1, 2023

TO: Plumas County Public Health Agency

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Plumas County Public Health Agency, for the applicant's PH-Career Ladder Program Projects #1 and #3, for the total amount of \$50,032.

Summary of Awarded Project(s):

Project #1

Enhancing Nursing Capability, Priority #1.

Scope of Work:

This project enhances nursing capability in Plumas County by supporting current nursing staff in maintaining and improving skills, certifications and licensure and by growing nursing capacity among current public health staff who wish to transition to nursing careers.

Awarded Funds:

FY 22/23: \$18,981

FY 23/24: \$15,457

Project #3

Strengthening Public Health Leadership, Priority #3.

Scope of Work:

The purpose of this project is to strengthen leadership capacity and improve retention within the Plumas County Public Health Agency. The project will advance these goals by reimbursing costs of higher education in public health for three members of staff. The Assistant Director will obtain a certificate in Public Health Practice, a senior staff member will complete the MPH and obtain credentials as a Master Certified Health

Education Specialist (MCHES), and another staff member will pursue education leading to a Bachelor's in Public Health.

Awarded Funds:

FY 22/23: \$6,829

FY 23/24: \$8,765

Funding Schedule:

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$25,810
FY 23/24	\$24,222
FY 24/25	\$0
FY 25/26	\$0
TOTAL	\$50,032

Funding Terms

The grant's funding period will be July 1, 2023 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Plumas County Public Health Agency

Name: Dana Loomis

Address: 270 County Hospital Road

City, ZIP: Quincy CA 95971

Phone: 530-283-6342

E-mail: danaloomis@countyofplumas.com



January 31, 2023

California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1. Enhancing Nursing Capability
2. Strengthening Financial Management
3. Strengthening Public Health Leadership
4. Improving Emergency Preparedness

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

The importance of maintaining a highly-qualified public health workforce has been highlighted by the unprecedented events of the Covid-19 pandemic. However, rural California health departments like this one face unique challenges in addition to those imposed by the pandemic. Plumas County is a frontier mountain county with a population of less than 19,000, 35% of whom are over age 65. The local labor pool is small and geographically dispersed and only 23% of county residents have a Bachelor's degree or higher. Recruiting and retaining staff from beyond the area has proven challenging due to the county's remoteness, limited supply of housing, and recent wildfires, in addition to pandemic-related disruptions. About 30% of this agency's allocated full-time positions, including some in senior leadership, remained vacant during much of 2022 after the acute phase of the Covid pandemic and major wildfires. For these reasons, ensuring the quality and continuity of public health services, and the ability to provide new services in the future depend critically on investing in current staff to develop and retain a skilled, experienced and motivated public health workforce.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

Dana Loomis, MSPH, PhD
Director



530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$25,810.00
2023/2024	\$24,222.00
2024/2025	
2025/2026	
Total	\$50,032.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@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

Exhibit B
Budget Detail and Payment Provisions

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. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) 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.

5. 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.

Attachment B
Budget Detail and Payment Provisions
Career Ladder Education and Development Program: Project
Overview Template

Plumas County Public Health Agency

Project Title and (Priority Number)

Enhancing Nursing Capability

Description of Project

This project enhances nursing capability in Plumas County by supporting current nursing staff in maintaining and improving skills, certifications and licensure and by growing nursing capacity among current public health staff who wish to transition to nursing careers.

Target Audience

The target audiences for this project are nurses transitioning to higher levels of licensure (N=5) and other current staff transitioning to nursing careers (N=3).

Why and how was this project prioritized?

Nurses perform essential functions in a wide range of public health programs from clinical care to education. Hiring and retaining nurses is challenging for rural health departments because of high demand and greater opportunity elsewhere. Plumas County has been successful in hiring locally training Licensed Vocational Nurses (LVNs), but retention and recruitment at higher levels of licensure is difficult as training is not available locally. LVNs are among the lowest-paid public health staff despite national demand for nurses, so educational and professional advancement is important to staff retention and equity. Staff across the agency contributed to developing this project and leadership selected it as a high priority.

Intended Outcomes

- Maintain a highly qualified staff
- Support retention by assisting nurses to expand their scope and advance professionally;
- Improve opportunities for recruitment by increasing numbers of staff prepared for nursing careers;
- Improve public health services by addressing chronic shortages of qualified nursing staff
- Enhance staff morale and satisfaction
- Promote equity

Budget by Year

Year 1 Budget – FY 2022-23	\$18,981
LVN-RN bridge program, Feather River College (2)	\$4642
Prerequisites for bridge program, Feather River College (2)	\$1015
LVN program, Feather River College (2)	\$5884
Tuition & fees, BSN program, Butte College (1)	\$3940
Certification & recertification, infant massage, car seat technician, lactation consultant (5)	\$3500
<i>Total number of participants Year 1</i>	<i>10</i>
Year 2 Budget – FY 2023-24	\$17,466
LVN-RN bridge program, Feather River College (2)	\$4642
LVN program, Feather River College (2)	\$5884
Tuition & fees, BSN program, Butte College (1)	\$3940
Nursing CEUs	\$3000
<i>Total number of participants Year 2</i>	<i>5</i>
Year 3 Budget – FY 2024-25	\$13,622
LVN-RN bridge program, Feather River College (1)	\$1700
Tuition & fees, RN-BSN program, Chico State Univ. online (1)	\$4982
Tuition & fees, BSN program, Butte College (1)	\$3940
Nursing CEUs	\$3000
<i>Total number of participants Year 3</i>	<i>5</i>
Year 4 Budget – FY 2025-26	\$18,904
Tuition & fees, RN-BSN program, Chico State Univ. online (2)	\$9964
Tuition & fees, BSN program, Butte College (1)	\$3940
Nursing CEUs	\$3000
Recertification, infant massage, car seat technician, lactation consultant (5)	\$2000
<i>Total number of participants Year 4</i>	<i>7</i>
TOTAL BUDGET REQUEST	\$68,973

Attachment B

Budget Detail and Payment Provisions Career Ladder Education and Development Program: Project Overview Template

Plumas County Public Health Agency

Project Title and (Priority Number)

Enhancing Financial Management and Administration

Description of Project

This project will support further education for members of administrative and fiscal staff that will enhance their ability to fulfill their current jobs while providing qualifications needed to progress within the agency as opportunities become available.

Target Audience

The audience of this project is long-serving members of administrative and fiscal staff of the Plumas County Public Health Agency desiring to advance their knowledge and skills through higher education.

Why and how was this project prioritized?

Ensuring a highly qualified staff is challenging for rural health departments. Small populations, scarce housing and limited educational opportunity are among the factors that constrain recruitment and retention. Critical functions of County government depend on administrative staff, yet many positions are entry level with limited opportunity for advancement without further education, which is not available locally. Senior members of the agency's administrative and financial team are nearing retirement, but no other members of staff have the educational qualifications to succeed them, despite long service. Opportunities for current staff to upgrade their knowledge and skills through higher education and to advance professionally are therefore important for improving agency management, ensuring continuity, and encouraging staff retention by promoting job staff satisfaction and equity relative to other staff positions. This project was developed with input from management staff and endorsed by agency leadership.

Intended Outcomes

- Advancing and updating technical skills and knowledge in financial management and business administration
- Assuring accuracy and efficiency in financial management
- Improving customer service to funding agencies, program managers and the public
- Providing pathways to move up the career ladder within the department
- Developing a line of succession to senior administrative positions
- Enhancing employee morale and satisfaction
- Promoting equity within the workforce

Budget by Year

Year 1 Budget – FY 2022-23	\$15,000
Tuition & fees, BA in Healthcare management/Business, Cal State (2)	\$15,000
<i>Total number of participants Year 1</i>	<i>2</i>
Year 2 Budget – FY 2023-24	\$22,500
Tuition & fees, BA in Healthcare management/Business, Cal State (3)	\$22,500
<i>Total number of participants Year 2</i>	<i>3</i>
Year 3 Budget – FY 2024-25	\$22,500
Tuition & fees, BA in Healthcare management/Business, Cal State (3)	\$22,500
<i>Total number of participants Year 3</i>	<i>3</i>
Year 4 Budget – FY 2025-26	\$15,000
Tuition & fees, BA in Healthcare management/Business, Cal State (2)	15,000
<i>Total number of participants Year 4</i>	<i>2</i>
TOTAL BUDGET REQUEST	\$75,000

Attachment B
Budget Detail and Payment Provisions
Career Ladder Education and Development Program: Project
Overview Template

Plumas County Public Health Agency

Project Title and (Priority Number)

Strengthening Public Health Leadership

Description of Project

The purpose of this project is to strengthen leadership capacity and improve retention within the Plumas County Public Health Agency. The project will advance these goals by reimbursing costs of higher education in public health for three members of staff. The Assistant Director will obtain a certificate in Public Health Practice, a senior staff member will complete the MPH and obtain credentials as a Master Certified Health Education Specialist (MCHES), and another staff member will pursue education leading to a Bachelor's in Public Health.

Target Audience

Staff members (3) serving in agency leadership or aspiring to do so.

Why and how was this project prioritized?

Recruiting and retaining senior staff is challenging for rural health departments because of small local labor pools, lack of local opportunity for advanced training and competition with larger county and state agencies. These challenges have only been magnified by the Covid-19 pandemic and devastating wildfires that reduced local housing stock. The effects on agency leadership have been particularly severe: the agency's Director, Assistant Director, and Director of Health Promotion, among others, have all departed since 2020. Supporting academic and professional training of current local staff to strengthen leadership capacity internally is a key strategy for building a corps of senior staff to lead the agency now and in the future. This project was developed by senior staff and endorsed by leadership.

Intended Outcomes

- Advancing public health skills and knowledge of agency staff
- Strengthening current agency leadership
- Creating a line of succession to leadership for current staff
- Enhancing staff morale and satisfaction

Budget by Year

Year 1 Budget – FY 2022-23	\$6829
Tuition & fees for MPH online, Univ. of Nevada Reno (1 student)	\$2469
Associate degree in health science, Feather River College (1 student)	\$3660
CHES certification (1)	\$700
<i>Total number of participants Year 1</i>	2
Year 2 Budget – FY 2023-24	\$9904
Tuition & fees, certificate in Public Health Practice, Univ. of Nevada, Reno (1 student)	\$5494
Associate degree in health science, Feather River College (1 student)	\$3660
MCHES certification (1)	\$750
<i>Total number of participants Year 2</i>	3
Year 3 Budget – FY 2024-25	\$12,826
Tuition & fees, certificate in Public Health Practice, Univ. of Nevada, Reno (1 student)	\$7784
Bachelor's degree in Public Health, TBD (1)	\$4982
CHES renewal fee	\$60
<i>Total number of participants Year 3</i>	3
Year 4 Budget – FY 2025-26	\$12,946
Tuition & fees, certificate in Public Health Practice, Univ. of Nevada, Reno (1 student)	\$7784
Bachelor's degree in Public Health, TBD (1)	\$4982
CHES/MCHES renewal fee	\$180
<i>Total number of participants Year 4</i>	3
TOTAL BUDGET REQUEST	\$42,505

Attachment B

Budget Detail and Payment Provisions

Career Ladder Education and Development Program: Project Overview Template

Plumas County Public Health Agency

Project Title and (Priority Number)

Improving Public Health Emergency Preparedness

This project improves Plumas County's capacity to respond to public health emergencies by supporting professional education of 2 employees. Funds would provide reimbursement for costs of tuition, textbooks and professional certification. One employee would complete the Master of Science in Disaster Preparedness and Emergency Management from Arkansas State University's on-line program (18 credits needed) and obtain a credential as a Certified Emergency Manager (CEM) through International Association of Emergency Managers. Another employee would complete a Bachelor of Science in Emergency Preparedness from Idaho State University.

Description of Project

Target Audience

Public Health staff who work in or desire to work in the field of the emergency preparedness within public health.

Why and how was this project prioritized?

Public Health emergency preparedness continues to grow and evolve. In order to ensure the public health emergency preparedness workforce is able to meet the continued challenges, efforts are needed in continuing training and education. Prioritizing higher education for public health staff in emergency management will provide a solid foundation for employees to improve their capability to prepare and respond to various emergencies and provide opportunities for employees to advance within their organization. Without the foundation of higher education and certification in emergency management, there may be significant gaps in ability to respond to a range of emergencies and disasters. This project was developed by agency staff and endorsed by leadership.

Intended Outcomes

- Growth within the public health emergency preparedness office
- Opportunity for employees to advance
- Improved ability to respond to public health emergencies

Budget by Year

Year 1 Budget – FY 2022-23	\$9656
Tuition & fees, MS Emergency Preparedness, Univ. of Arkansas online (1 student)	12 credits x \$993.00 (3 credits) = \$3,972
Tuition & fees, BS Emergency Preparedness, Idaho State Univ. (1 student)	\$4884
Books & supplies	\$800.00
<i>Total number of participants Year 1</i>	2
Year 2 Budget – FY 2023-24	\$4848
Tuition for Master's Degree (1 student)	6 credits x \$993.00 (3 credits) = \$1,986
Certification Emergency Management (1)	\$420.00
Tuition & fees, BS Emergency Preparedness, Idaho State Univ. (1 student)	\$2442
<i>Total number of participants Year 2</i>	2
Year 3 Budget – FY 2024-25	\$2442
Tuition & fees, BS Emergency Preparedness, Idaho State Univ. (1 student)	\$2442
<i>Total number of participants Year 3</i>	1
Year 4 Budget – FY 2025-26	\$814
Tuition & fees, BS Emergency Preparedness, Idaho State Univ. (1 student)	\$814
<i>Total number of participants Year 4</i>	1
TOTAL BUDGET REQUEST	\$17,760

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.



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

LHJ-L 22-01

Date: December 1, 2022
To: California Local Health Jurisdictions (LHJs)
From: California Department of Public Health
Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the \$75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, \$12.8 million (\$3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.



CDPH intends to provide 70 percent – \$8.9m (\$2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – \$3.9m (\$1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to \$600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.
- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
 - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
 - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between \$50,000 and \$500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A

Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

- 1.
- 2.
- 3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name

Title

Organization

Attachment B

Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project.

Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	Total Year 1
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 1</i>	<i>Total # of Participants Year 1</i>
Year 2 Budget – FY 2023-24	Total Year 2
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 2</i>	<i>Total # of Participants Year 2</i>
Year 3 Budget – FY 2024-25	Total Year 3
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 3</i>	<i>Total # of Participants Year 3</i>
Year 4 Budget – FY 2025-26	Total Year 4
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 4</i>	<i>Total # of Participants Year 4</i>
TOTAL BUDGET REQUEST	Total for All 4 Years

Exhibit E
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 E
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 E
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 E
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.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize Plumas County Public Works / Road Department to recruit and fill, funded and allocated, vacant **One (1) FTE Power Equipment Mechanic I/II** in the Quincy Maintenance shop; (General Fund Impact) as approved in the FY 23-24 Budget.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Power Equipment Mechanic I/II in the Quincy Maintenance Shop

Background and Discussion:

One (1) FTE Power Equipment Mechanic has resigned from the Quincy Maintenance Shop effective July 25, 2023.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY23/24 budget of the Department of Public Works.

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

Action:

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Power Equipment Mechanic I/II position in the Quincy Maintenance Shop

Fiscal Impact:

N/A

Attachments:

1. Critical Staffing
2. DPW Org Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Power Equipment Mechanic I/II Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?
Power Equipment Mechanic I/IIs are the workforce for maintaining and repairing County road equipment.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads
- How long has the position been vacant?
One week.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 23/24 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

20/21	\$0	21/22	\$0	22/23	\$0
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DIRECTOR OF PUBLIC WORKS <John Mannie> 04/2021 (1) [1]

CO-MANAGER, FLOOD CONTROL & WATER CONSERVATION DISTRICT

PCTC INTERIM EXECUTIVE DIRECTOR

SOLID WASTE ADMINISTRATOR

ROAD COMMISSIONER

DEPT. FISCAL OFFICER / ADMIN SERVICES MANAGER <D. Frank> 09/1/222 (1) [1]

ASSISTANT DIRECTOR <R. Thomas> 11/07/21 (1) [1]

DEPUTY DIRECTOR <Joe Blackwell> (1) [1]

DBELO

PERMIT CENTER

Management Analyst (1) [1]
<C. Tone> 11/23/20

Sr. Engineer Tech. (2) [1]
<E. Hase> 09/30/19
<Vacant>

Recording Secretary (1) [0]
<Vacant>

HEADQUARTERS

Fiscal Tech. Serv. Asst III (2) [2]
<C. Foster> 03/01/14
<R. Isitt> 03/08/21

Associate Engineer (4) [3]
<A. Hammond> 09/25/17

Senior Eng. Planner
<J. Graham> 12/01/13

Solid Waste Program Manager
<S. Graham> 08/01/21

Assistant Engineer
<Vacant>

Engineering Tech II
<Mark Crows> (1) [1]

BECKWORTH

Road Maintenance Supervisor (1) [0]
<D. Taylor> 06/30/20

Road Maintenance Leadworker (1) [1]
<C. Zimmerman> 07/1/20

Road Maintenance Worker III (1) [1]
<T. Reilly> 12/16/13

Road Maintenance Worker II (2) [1]
<C. Landry> 09/27/21
<Vacant>

GREENVILLE

Road Maintenance Supervisor (1) [0]
<A. Heard> 1/06/22

Road Maintenance Leadworker (1) [1]
<Josh Millic> 1/20/22

Road Maintenance Worker III (1) [1]
<Jim Johnson>

Road Maintenance Worker II (1) [1]
<J. Meyers> 11/03/21

Road Maintenance Worker I (9) [2]
<Vacant>

CHESTER

Road Maintenance Supervisor (1) [1]
<R. Furtado> 12/17/17

Road Maintenance Leadworker (1) [1]
<F. Perez> 12/11/17

Road Maintenance Worker III (1) [1]
<W. Knecht> 12/29/13

Road Maintenance Worker II (2) [2]
<Vacant>

Road Maintenance Worker I (1) [1]
<M. Gedara> 06/20/23
(6 Positions)

QUINCY

Road Maintenance Supervisor (1) [1]
<J. Thomas> 11/18/13

Road Maintenance Leadworker (1) [1]
<Matt Champ> 06/20/21

Road Maintenance Worker III (2) [2]
<J. Buckle> 02/23/14
<C. Hermann> 01/21/20

Road Maintenance Worker II (9) [4]
<T. Bollab> 6/21/21
<J. Johnson> 09/28/22
<C. Dingle> 10/30/22
<K. Haze> 04/24/23

Road Maintenance Worker I (2) [2]
<J. Romero> 06/20/23
<J. Eple-Wy> 07/17/23
(10 Positions)

GRAEAGLE

Road Maintenance Supervisor (1) [1]
<J. Blackwell> 11/21/21

Road Maintenance Leadworker (1) [1]
<D. Truener> 01/12/15

Road Maintenance Worker III (2) [2]
<R. Caldwell> 10/23/17
<R. Robinson> 02/01/16
(4 Positions)

Road Maintenance Worker II (1) [1]
<D. Watson> 06/02/22

Road Maintenance Worker I (1) [1]
<C. Elliott> 11/07/22
(4 Positions)

LAPORTE

Road Maintenance Supervisor (1) [1]
<G. Koop> 03/23/21

Road Maintenance Leadworker (1) [1]
<C. Dalton> 10/12/21

Road Maintenance Worker II (1) [1]
<D. Watson> 06/02/22

Road Maintenance Worker I (1) [1]
<C. Elliott> 11/07/22
(4 Positions)

FLEET MAINT.

Equipment Maint. Supervisor (1) [1]
<Eric Brassel>

Lead Equipment Mechanic (1) [1]
<J. Morris> 06/13/22

Mechanic Shop Technician (1) [0]
<Vacant>

Equipment Mechanic II (3) [3]
<Mark Kraus>
<D. Wiley> 11/28/16

Equipment Mechanic I (1) [2]
<J. Higgins> 06/20/23
<Vacant>

Welder (1) [1]
<Jeff Olschowa>

Equipment Service Worker (1) [1]
<Michael> 07/06/23
(10 Positions)

Director of Public Works
Revision Date: 07/26/23



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Domestic Violence Batterer's Treatment Program. Not to exceed \$22,400.00, paid via SB678 funding. (No General Fund Impact) Approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to sign a services agreement that shall not exceed \$22,400 between the Plumas County Probation Department and Plumas Rural Services for the Domestic Violence Batterer's Treatment Program for July 1, 2023 to June 30, 2024.

Background and Discussion:

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

Action:

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

Fiscal Impact:

The program will be funded by Probation's SB678 grant funding. There will be no impact to General Fund.

Attachments:

1. Prob - PRS DVBIP 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 Plumas Rural Services, a California Non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Two Thousand, Four Hundred Dollars (\$22,400.00).
3. Term. The term of this agreement shall be from July 1, 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 Plumas Rural Services 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, all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that

Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as 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. This Agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. This parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of

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

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

County:

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

Contractor:

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

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

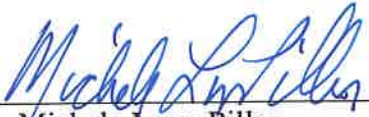
9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be null and void.

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


CONTRACTOR:

Plumas Rural Services,
A California Non-profit Corporation

By: 
Name: Michele Lynn Piller
Title: Executive Director
Date signed: 7/18/23

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: Board of Supervisors - Chair
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

7/11/2023

EXHIBIT A

Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

The County will provide the following:

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

EXHIBIT B

Fee Schedule

Plumas County Probation will provide compensation to PRS for PRS-DVBTP Groups, in an amount not to exceed twenty-two thousand, four hundred and no/100 dollars (\$22,400.00). CONTRACTOR will be paid the sum of (\$150.00) for each group session conducted, to cover costs not recouped by participants for DV Batterer's Treatment Program provided in Plumas County. This \$150.00 cost will cover all costs of program delivery exceeding the coverage from clients' fees. The County is not responsible to pay for, compensate or collect any fees charged to clients, including those associated with missed classes, assessments, intakes, etc.

Participants are responsible for the payment of the following fees:

Intake & Assessment (\$65)

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

Weekly two (2) hour group sessions \$35.00-\$55.00 income-based sliding scale/meeting)

Quarterly review meeting (\$40)

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

A Ray of Hope Workbook (\$35)

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

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

Exit Interview & Assessment (\$65)

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

Re-enrollment fee (\$45)

- If a probationer re-enrolls in the program within 2 months the probationer's last exit from the program, it will be considered a re-enrollment incurring a \$45 re-enrollment fee.
- If the probationer re-enrolls more than 2 months after the probationer's last exit from the program, it will be considered a new enrollment and will incur the \$65 intake/assessment fee previously listed.

Missed class fee (\$45)

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

Leave of absence policy

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

Additional Considerations

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



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign a services agreement between Plumas Rural Services and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group, not to exceed \$15,000, paid via SB678 grant funding, (No General Fund Impact), approved as form by County Counsel.

Recommendation:

Approve and authorize the Services Agreement contract between Plumas Rural Services (PRS) and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group.

Background and Discussion:

The Probation Department contracts with Plumas Rural Services to provide services to help clients recognize distorted or unrealistic thinking and change these thinking patterns to eliminate problematic behavior. CBRG assists clients in changing their criminal thinking with the ultimate goal of preventing crime and future victimization.

Action:

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

Fiscal Impact:

The two sets of group sessions will be funded by Probation's SB678 grant funding. There will be no impact to General Fund.

Attachments:

1. Prob - PRS CRBG 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 Plumas Rural Services (PRS), a California Non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000).
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:

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

Contractor:

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

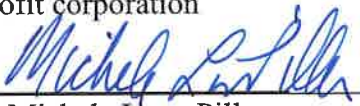
Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 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 Rural Services, a California
Non-profit corporation

By: 
Name: Michele Lynn Pillar
Title: Executive Director
Date signed: 7/18/23

COUNTY:

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

By: 
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 7.12.23

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

Attest:

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

Approved as to form:


Joshua Brechtel
Deputy County Counsel

7/11/2023

EXHIBIT A

Scope of Work

Plumas Rural Services provides weekly Cognitive Behavioral Restructuring Groups (CBRG) for persons referred by the Probation Department. Each group will contain a maximum of twelve (12) participants.

CBRG will encourage participants to first develop their ability to recognize distorted or unrealistic thinking when it happens, and then to change that thinking or belief to eliminate problematic behavior. Facilitators will work with program participants to understand their belief system, how their belief system affects their life and the consequences of their beliefs and behaviors.

Participants will commit to a sixteen (16) week program of education, realization and behavioral modification. Participants will be expected to maintain consistent and timely attendance in class, complete all homework assignments, and explore other resources available for their development as well as active participation in class including participation in discussions. Participants must desire to change their beliefs and behaviors as they learn new skills.

The CONTRACTOR will provide direct facilitation of a weekly Cognitive Behavioral Restructuring Group for persons referred by the Probation Department, to be located in Plumas County consistent with accepted best practices utilizing this model. A total of two (2), sixteen (16) week sessions with no more than twelve (12) participants per session will occur during the contract period.

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

The COUNTY will provide the following:

- a. Conference room space and room preparation to hold one (1) weekly group.
- b. A Probation Officer assigned to provide ongoing liaison to PRS-CBRG.

EXHIBIT B

Fee Schedule

Plumas County Probation will provide compensation to PRS for Cognitive Behavioral Restructuring Groups (CBRG). CONTRACTOR will be paid the sum of Fifteen Thousand Dollars (\$15,000) to cover the cost associated with providing two (2), sixteen (16) week groups. Payments are as follows:

- \$7,500 for the first sixteen (16) week group session
- \$7,500 for the second sixteen (16) week group session



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Mindful Parenting and Nurturing Parenting Critical Support classes in FY23/24. Amount not to exceed \$8,000.00, paid via YOBG Juvenile grant; (No General Fund Impact), approved as to form by county counsel.

Recommendation:

Approve and authorize the chair to sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Mindful Parenting and Nurturing Parenting Critical Support classes.

Background and Discussion:

Probation is partnering with Plumas Rural Services to continue providing Parenting services for parents of probationers. Included are a 6-week Mindful Parent program administered via zoom, which teaches a variety of skills and strategies for families to further engage in honest communication and discussion. Also included is Nurturing Parenting Critical Support, also administered via zoom, in which a paraprofessional counselor meets with the family and provides support services, with the ultimate goal of moving forward as a family in a positive direction.

Action:

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

Fiscal Impact:

Programs and services within this contract are funded by the Youthful Offender Block Grant, a juvenile Probation grant. There will be no impact to the General Fund.

Attachments:

1. Prob - PRS Teen Parenting 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 PLUMAS RURAL SERVICES, a California Non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand Dollars (\$8,000).
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 Plumas Rural Services 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

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

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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

County:

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

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Contractor:

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

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

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- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.


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


CONTRACTOR:

Plumas Rural Services,
a California Non-profit corporation

By: 
Name: Michelle Piller
Title: Executive Director
Date signed: 7/18/23

COUNTY:

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


By: 
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 7.12.23

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

ATTEST:

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

Approved as to form:


Joshua Brechtel
Deputy County Counsel

7/11/2023

:

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EXHIBIT A

Scope of Work

1. Plumas Rural Services (PRS) would like to present the Plumas County Probation Department with this proposal for Parenting Services for parents of probationers. This proposal and budget are for the time period July 1, 2023 through June 30, 2024.
2. The CONTRACTOR shall provide the proposed 6-week Mindful Parenting program via Zoom. The classes include resource information, open discussions providing support, encouragement and guidance, and weekly handouts and homework. Parents of probationers will learn a variety of topics including Mindful Self-care, Parenting, Discipline & the Role of Parents; Personality & Adolescence including personality, birth order, learning styles, and how personalities are developed; Communicating with Respect & Understanding Feelings including an in depth look at communication styles, building trust, handling feelings, etc.; Family Morals, Values & Expectations including disciplines, teaching, teen sexuality, puberty, drugs/alcohol and emotional regulation, etc.; Introduction to Mindfulness-Based Stress Management including coping mechanisms, stress and how it affects us, teen depression, emotional dysregulation, and suicide ideation, eating disorders, body image, and possessive/violent teen relationships; and Focus Forward including a review and developing a strategy for moving forward. Classes are provided for individual families in order to engage in the most honest communication and discussion.
3. The CONTRACTOR shall provide Nurturing Parenting Critical Support by offering services for parents who need further support via Zoom. A paraprofessional counselor meets with the family and can provide a wide variety of supports from evaluating the parent-child relationship, observing the environment, support regarding trauma, as well as a wide variety of other topics that can support a family in moving forward in a positive direction.

EXHIBIT B

Fee Schedule

Compensation shall be as follows:

- A. Mindful Nurturing Parenting classes:** CONTRACTOR will be paid at a rate of \$85.00/hour for each individual family. Probation will be billed for sessions provided. Two no call/no show sessions will not be billed; however, PRS reserves the right to fill the time slot with another client needing services.
- B. Nurturing Parenting Critical Support:** CONTRACTOR will be paid at the rate of \$85.00/hour. The number of sessions needed depends upon the family's and Probation's needs and requirements. Services can include, but are not limited to Trauma Treatment, Mindfulness Services.
- C. Parenting/Co-Parenting & Relationship classes (more than 1 participant):** CONTRACTOR will be paid at a rate of \$225.00/participant.
- D. Billing by CONTRACTOR** will be quarterly and includes an invoice detailing services provided. County shall pay Contractor for services rendered within thirty (30) days of receipt of invoice.

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PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign a services agreement between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department. Amount not to exceed \$12,000.00, split across all Probation funding sources; (General Fund Impact), approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to ratify and sign a services agreement between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department.

Background and Discussion:

The Plumas County Probation Department has contracted with DeMartile Automotive for general mechanic services for all department vehicles.

Action:

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

Fiscal Impact:

Vehicle Maintenance funds exist in all Probation grant funding, alongside Probation General Funds. The funding source used when a vehicle is in need of general service depends on which grant funding the vehicle was originally purchased from. In the Fiscal Year 23-24 submitted budget, \$3,000.00 was allocated in 20400 - Probation General Fund. However, the largest amount budgeted resides within 20409-SB678: \$10,500.00, which will cover the greater majority of the maintenance required for Adult client oriented vehicles.

Attachments:

1. Prob - Demartile 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 DeMartile Automotive, Inc, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twelve Thousand Dollars (\$12,000.00).
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 DeMartile Automotive, Inc. 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. 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

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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

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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

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

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

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

Contractor:
DeMartile Automotive, Inc.
200 E. Main St.
Quincy, CA 95971
Attention: Evans DeMartile, CEO
Telephone: (530) 283-2211

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.

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

CONTRACTOR:

DeMartile Automotive Inc, a California Corporation

By: Evans DeMartile
Name: Evans DeMartile
Title: CEO
Date signed:

By: Kathy L. DeMartile
Name: Kathy L. DeMartile
Title: CFO
Date signed:

COUNTY:

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

By: [Signature]
Name: Keevin Allred
Title: Chief Probation Officer
Date signed:

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

Attest:

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

Approved as to form:

[Signature]
Joshua Brechtel
Deputy County Counsel

6/28/2023

[Signature] COUNTY INITIALS

CONTRACTOR INITIALS Em

EXHIBIT A

Scope of Work

DeMartile Automotive, Inc. will provide General Mechanic services for all cars and trucks. Such services include, but are not limited to, tune-ups, oil changes, automotive electrical services, repair of failed automotive components; tire repair, rotations, and changes. Also, new tires, alignments, scan check engine light to troubleshoot related problem(s). Complete engine, transmission and drive train repair or replacement.

 COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$120.00 per hour.
2. All part store parts shall be provided at list price minus ten percent (10%).
3. All dealership parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes,
6. LOF changes with inspection shall be charged at \$56.00-\$90.00 (all inclusive) for up to 7 quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

 COUNTY INITIALS

CONTRACTOR INITIALS 

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: nancyselvage@countyofplumas.com



DATE: July 26, 2023

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
AUGUST 8, 2023
RE: APPROVE AND AUTHORIZE THE CHAIR TO RATIFY
AND SIGN SPECIAL SERVICES AGREEMENT BETWEEN
PLUMAS COUNTY AND THE LAW FIRM OF LIEBERT
CASSIDY WHITMORE FOR ANNUAL SUBSCRIPTION
RENEWAL**

IT IS RECOMMENDED THAT THE BOARD:

Approve annual subscription between Liebert Cassidy Whitmore (LCW) for Special Services for the term of July 1, 2023, through June 30, 2024.

BACKGROUND AND DISCUSSIONS

This subscription includes:

- Employment Relations Consortium (ERC) Membership Five (5) full days of labor law training and available to County employees. Course topics attached.
- Premium Liebert Library Subscription: Available templates, policies, and forms for County use.
- Complementary telephone consultation: ERC members are able to consult with an attorney on select matters. The service covers items that the attorney knows off the top of their head.

As per Fiscal Year 2023/2024 Budget, \$5,660 is the impact to the General Fund.

Thank you for your consideration of this Consent Item.

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Plumas County, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than fifteen (15) public agencies in the North State area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2023, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.
4. Annual Access to Premium Liebert Library.

Fee:

Attorney will provide these special services to Agency for a fee of Five Thousand Five Hundred Sixty Dollars (\$5,560.00) payable in one payment prior to August 1, 2023. The fee, if paid after August 1, 2023 will be \$5,660.00. The total amount paid under this agreement shall not exceed Five Thousand Six Hundred Sixty Dollars (\$5,660.00).

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Sixty to Four Hundred Twenty-Five Dollars (\$260.00 - \$425.00) per hour for attorney staff, Two Hundred Seventy Dollars (\$270.00) per hour for Labor Relations/HR Consultant and from One Hundred Forty-Five to One Hundred Eighty-Five Dollars (\$145.00 - \$185.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2023. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than fifteen (15) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2023.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

PLUMAS COUNTY

By: _____
J. Scott Tiedemann / Managing Partner

By: _____

Name: Greg Hagwood

Date: _____

Title: Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

8/1/2023



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff; effective July 1, 2023; not to exceed \$15,810.00 (No General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel.

Recommendation:

Approve contract CW-2023-26, not to exceed \$15,810 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff (No General Fund Impact). Authorize Board Chair to sign contract. Approved as to form by County Counsel.

Background and Discussion:

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's Child Welfare Services. The agreement is for four units of training.

Action:

APPROVAL AND AUTHORIZATION TO SIGN CONTRACT WITH U.C. DAVIS FOR STAFF TRAINING.

Fiscal Impact:

The total value of the training under the agreement is \$17,000, which is claimable to state and federal funding sources. UC Davis provides an in-kind contribution in the amount of \$1,190 which represents what would otherwise be considered a local match requirement from Plumas County. An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

Attachments:

1. BOS Letter UCD CW 23
2. 23-540 FINAL UCD CW



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 26, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 8, 2023, CONSENT
AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT WITH
U.C. DAVIS FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve contract CW-2023-26, in the amount of \$15,810 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff. Authorize Board Chair to sign contract.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's Child Welfare Services. The agreement is for four units of training.

Financial Impact

The total value of the training under the agreement is \$17,000, which is claimable to state and federal funding sources. UC Davis provides an in-kind contribution in the amount of \$1,190 which represents what would otherwise be considered a local match requirement from Plumas County. An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

Other Agency Involvement

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

Copies: PCDSS Management Staff (memo only)
Jessica Bennett, Staff Services Analyst

Enclosure

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2023 and continue through June 30, 2024. All courses must be completed by June 30, 2024. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User’s receipt of University’s invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.
4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer’s Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

- f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.
 - g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:
- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
 - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.
8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a

third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling

blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This

contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Program Analyst
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis@ucdavis.edu

USER
Christine Renteria
Fiscal Office Supervisor
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: christinerenteria@countyofplumas.com

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER
Neal Caiazzo
Director
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: nealcaiazzo@countyofplumas.com

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. Governing Law: This Agreement shall be construed pursuant to California law.
24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

PLUMAS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA
DEPARTMENT OF SOCIAL SERVICES

By: 
Steven Kobayashi
Associate Director
UC Davis

By: _____
Greg Hagwood, Chair
Board of Supervisors

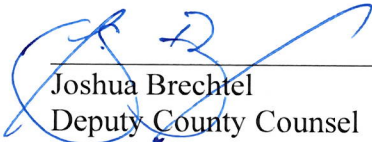
Date: July 18, 2023

Date: _____

ATTEST:

By: _____
Clerk of the Board
Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

7/25/2023

EXHIBIT A

TRAINING PROGRAM

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
4.00	\$ 4,250.00	\$17,000.00	Total Contract Amount
		(\$1,190.00)	Less CPE 7% Cost Share
		\$15,810.00	Total User Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE
STATE "N/A" ON THIS EXHIBIT.

N/A



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 26, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 8, 2023 CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH U.C. DAVIS
FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve contract #EW-2023-26 in the amount of \$46,750 with the University of California, Davis for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff. Authorize Board Chair to sign contract.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state for an Inter-County Training Consortium (ITCT). Together, the counties in the Consortium pool their funds to purchase high quality professional training services from the Center for Human Services Training located at UC Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are Consortium members.

For training that is scheduled locally and when it is appropriate, we also include invitations to our community partners and other agencies. This enables us to use the training programs as a community resource serving the broader base of human service providers.

The agreement that is before your Board today for approval provides eleven full days of training that will be available to the Department's Employment and Training, and Eligibility staff.

Financial Impact

The total value for training received under this agreement is \$46,750. UC Davis provides an in-kind contribution in the amount of \$3,272.50 which represents what would otherwise be

considered a local match requirement from Plumas County. There is no cost to the County General Fund. An appropriation for training is included in the Department's proposed FY 2022-2023 budget.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: PCDSS Management Staff
Jessica Bennett, Staff Services Analyst

Enclosure

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2023 and continue through June 30, 2024. All courses must be completed by June 30, 2024. 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.

3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User’s receipt of University’s invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.
4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer’s Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

- f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.
- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a

third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling

blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This**

contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Program Analyst
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis@ucdavis.edu

USER
Christine Renteria
Fiscal Office Supervisor
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: christinerenteria@countyofplumas.com

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER
Neal Caiazzo
Director
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: nealcaiazzo@countyofplumas.com

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to

reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. Governing Law: This Agreement shall be construed pursuant to California law.
24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 
Steven Kobayashi
Associate Director
UC Davis

Date: July 18, 2023

**PLUMAS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA
DEPARTMENT OF SOCIAL SERVICES**

By: _____
Greg Hagwood, Chair
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

Approved as to form:

 7/25/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
11.00	\$ 4,250.00	\$46,750.00	Total Contract Amount
		(\$3,272.50)	Less CPE 7% Cost Share
		<hr/>	
		\$43,477.50	Total User Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE
STATE "N/A" ON THIS EXHIBIT.

N/A



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum; not to exceed \$39,980.68; (General Fund impact); approved as to form by County Counsel. Discussion and possible action.

Recommendation:

Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum; not to exceed \$39,980.68; approved as to form by County Counsel.

Background and Discussion:

On May 16, 2023 the Board of Supervisors approved Facility Services' request to advertise for bids to replace the HVAC system at the Museum, located at 500 Jackson St. in Quincy, CA.

The Invitation For Bid (IFB) was released on June 23, 2023, and closed at 3:00 p.m. on July 13, 2023. Heat Transfer Systems was the lone bidder, and therefore was the lowest priced responsible and responsive bidder, submitting a bid in the amount of \$39,980.68.

It is crucial that the HVAC system be replaced as it is extremely dated, inefficient, and parts are obsolete.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

Fiscal Impact:

Facility Services & Airports requested \$35,000 in the Capital Improvement budget (FY22/23 and FY23/24) to replace the HVAC system at the Museum, and therefore, this is not an unexpected expenditure. While this could have a significant fiscal impact, it is necessary to replace the HVAC system in order for the Museum to be "comfortable" for staff and patrons, and keep the Museum open to the public.

Attachments:

1. Heat Transfer Systems - 2023 HVAC Replacement - Museum

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports Department** (hereinafter referred to as "County"), and **Jason Blust, a sole proprietor, doing business as Heat Transfer Systems** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work 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-nine thousand, nine hundred eighty Dollars and 68/100 (\$39,980.68)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **October 9, 2023**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. 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.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. 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-20 Warm air-heating, ventilation, and air conditioning contractor**, issued by the State of California, **No. 1002273**.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Heat Transfer Systems
64 Bresciani Lane
Quincy, CA 95971
Attention: Jason Blust, Owner

37. 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.
38. 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.
39. 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.
40. 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.

41. 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.
42. 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.
43. 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 first set forth above.

CONTRACTOR:

Jason Blust, a sole proprietor, dba
Heat Transfer Systems

Name: Jason Blust
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:

ATTEST:

By: _____
Name:
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel

7/18/2023

EXHIBIT A

Scope of Work

1. Scope of work shall be as outlined in the Invitation for Bid: Heating, Ventilation, and Air Conditioning (HVAC) System Replacement attached hereto.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. Deposit of nineteen thousand, nine hundred ninety dollars and 34/100 (\$19,990.34) due at time of order.
2. The Contract Amount, **thirty-nine thousand, nine hundred eighty dollars and 68/100 (\$39,980.68)**, 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.
3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. 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.
6. 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.

Invitation for Bid: Heating, Ventilation, and Air Conditioning (HVAC) System Replacement

Plumas County Facility Services & Airports is responsible for maintaining several County owned buildings and properties throughout Plumas County. This includes, but is not limited to, routine maintenance, HVAC repair, plumbing, electrical, yard maintenance, and Capital Improvement projects.

The purpose for this Invitation for bid is to seek and enter into a contract with a Contractor that holds a Class C-20 license issued by the State of California, to replace the HVAC system at the Museum located at 500 Jackson St. in Quincy, CA.

Scope of Work

Services to be provided by the contractor to Plumas County Facility Services & Airports, and the amounts of the services, shall be as follows:

- A. Remove existing propane furnaces (2), AC coil, and air handler.
- B. Remove return plenum.
- C. Divide return air into two separate returns.
- D. Install two new 96% propane furnaces and two sperate AC coils (old system was using one AC coil for the entire building).
- E. Rework return ducting as necessary.
- F. Remove old AC unit and power disconnect.
- G. Install new outdoor sub-panel for two separate AC units.
- H. Install two condensers.
- I. Use existing line set for one unit if possible.

- J. Install new line set for second unit.
- K. HVAC system will be controlled using County's Delta Controls.
- L. Install two separate temperature control circuits - one for each side of the building.
Temperature controls to be provided by Facility Services & Airports.

Other Minimum Qualifications

Building professionals shall have all necessary licenses from the appropriate licensing agencies, and such licenses shall be current and in good standing. The contractor shall provide copies of those licenses to Plumas County Facility Services & Airports upon request.

The contractor and all professionals providing services under this contract must be covered by general commercial liability and professional malpractice liability insurance policies with minimum coverage limits no less than \$1,000,000. Responding parties shall submit Certificates of Insurance evidencing such coverage as part of their proposals. Failure to include these Certificates of Insurance in a proposal may result in the rejection of that proposal.

Site Visit

Facility Services & Airports will have a meeting and walkthrough of the Museum on June 29, 2023, at 10:00 am with contractors who wish to attend. This meeting is optional.

Contract Term

The term of the contract is two (2) months and ends on October 9, 2023.

By submitting a bid, you are agreeing to the terms and conditions of the attached Plumas County standard contract template should you be awarded the bid. Please review the attached contract carefully.

Submission of Proposals

Each proposal must contain an original signature of a party authorized to act as an agent of the responding contractor. All proposals shall be submitted, in triplicate, in a sealed envelope addressed as:

"2023 HVAC Replacement – Museum".

Attn: JD Moore
198 Andy's Way
Quincy, CA 95971
(530) 283-6069

Proposals must be received by Facility Services & Airports staff no later than 3:00 pm on July 13, 2023. Upon receipt, proposals shall be marked with the date and time of the receipt and shall be stored in a secure place until the date and time set for the opening of proposals. Bid opening will take place at 198 Andy's Way Quincy, CA on July 13, 2023, at 3:00 pm. Telephonic, telegraphic, emailed, or faxed proposals will not be accepted. Proposals received after 3:00 pm on July 13, 2023, will be considered non-responsive and will be rejected.

Questions regarding this Invitation for bids shall be directed to JD Moore, at the address and phone number listed above.

Plumas County Facility Services & Airports reserves the right to issue one or more addenda to this IFB if Plumas County Facility Services & Airports deems it necessary to revise or clarify this original IFB.

Bidders are responsible to monitor Plumas County's Web Page for any and all amendments:

<http://www.countyofplumas.com/bids.aspx>

Plumas County Facility Services & Airports reserves the right to reject any and all submittals and to waive any informality, technical defect, or clerical error in any submittal. This IFB is not an offer to contract. The accepted proposal may become part of the contract agreement for furnishing the services.

The cost of developing the proposal and its attachments or enclosures is the sole responsibility of the responding contractor. Plumas County Facility Services & Airports is not liable for any costs incurred by those responding to this IFB by submitting a proposal.

Proposals must be submitted in a sealed envelope with the notation: "2023 HVAC Replacement – Museum".

Evaluation and Award

Proposals will be reviewed by a panel appointed by Plumas County Facility Services & Airports administration to verify that each proposal meets all the minimum, mandatory, and administrative requirements. Those proposals not meeting the minimum, mandatory, and administrative requirements may be deemed non-responsive and given no further consideration.

Award will be given to lowest priced responsible and responsive bid.

Plumas County Facility Services & Airports shall then make the final selection, subject to the approval of the Plumas County Board of Supervisors.

All contractors who submitted a proposal will be notified via email of the award.

The winning contractor will be required to execute a contract on the Plumas County standard form contract. A copy of the contract is attached.

Protests and Appeals

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed proposal procedure may protest the procurement action taken. Such protests must be filed in writing with:

County of Plumas
Purchasing Agent
520 Main Street, Room 309
Quincy, CA 95971

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

1. The date and action taken resulting in a protest, and
2. Identify the material issue, including a detailed explanation of the basis for the protest, and the remedy sought.

Upon receipt of protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

Plumas County IFB for Facility Services & Airports	
Date: 06/23/2023	Release of IFB
Date: 06/30/2023	Written questions from Offeror's due 4: P.M.
Date: 07/13/2023	IFB closing date
Date: 07/13/2023	Begin evaluation of proposals
Date: 08/08/2023	Recommendation of Award presented to Board of Supervisors for approval.
Date: 08/09/2023	Contract start date.

-Please refer all questions to JD Moore:

Email: jdmoore@countyofplumas.com

Phone: (530) 283-6069

-Submit proposals to 198 Andy's Way, Quincy, CA, 95971.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Director of Facility Services & Airports to solicit a Request For Qualifications (RFQ) for an Airport Consultant/Engineer to assist with Airport Capital Improvement Projects at Rogers Field, Gansner Field, and Nervino Airport, approved as to form by County Counsel.

Recommendation:

Approve and authorize the Director of Facility Services & Airports to solicit a Request For Qualifications (RFQ) for an Airport Consultant/Engineer to assist with Airport Capital Improvement Projects at Rogers Field, Gansner Field, and Nervino Airport.

Background and Discussion:

The Federal Aviation Administration (FAA) requires that the sponsor (Plumas County) solicit a RFQ every 5 years for consultants to work on FAA-funded projects. The FAA requires the Airport consultant selection process to be separate for Planning/Environmental contracts and Engineering contracts. However, the same consultant can be selected if they are the most qualified consultant for each.

The contract with our current Airport consultant, Brandley Engineering Inc., ends on October 31, 2023. Therefore, it is necessary to solicit RFQ's so the most qualified consultant(s) can be selected to assist Plumas County with Airport Capital Improvement Projects at all 3 Airports.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

Fiscal Impact:

No fiscal impact to the General Fund. FAA contributes 90%, State of California contributes 4.5%, and the sponsor (Plumas County) contributes 5.5% (out of the Airport budget/fund) for Airport Capital Improvement Projects.

Attachments:

None



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize the Chief Probation Officer a fixed asset purchase not to exceed \$49,837.93 for a 2023 Ford Explorer XLT-4WD and not to exceed \$36,603.28 for a 2023 Ford Escape-AWD, for a total of \$86,441.21 from Quincy Auto Company; tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, funds received through SB678 grant and SB 129 Pretrial funds (No General Fund Impact). Discussion and possible action. Four/ fifths roll call vote

Recommendation:

Approve and authorize the Chief Probation Officer to purchase two vehicles; one 2023 Ford Explorer XLT-4WD and one 2023 Ford Escape-AWD, for a total amount of \$86,441.21 from Quincy Auto Company and sign all associated paperwork.

Background and Discussion:

Probation is seeking to buy a set of new vehicles to begin replacing older vehicles in order to maintain vehicle reliability during client transport and other related County business. The bids for the two vehicles were obtained through the approved Plumas County bidding process. The Ford Escape is to be used by the Pre-Trial Deputy Probation Officer in the performance of his/her duties, and the Ford Explorer will be replacing an existing vehicle as the primary vehicle used by the Adult Deputy Probation Officers in the performance of their duties.

Action:

Respectfully request the Board of Supervisors approve and authorize the bids total not to exceed \$86,441.21 received via Plumas County's approved bidding process from Quincy Auto Company for one Ford Escape-AWD (\$36,603.28) and one Ford Explorer-4WD (\$49,837.93).

Fiscal Impact:

No permanent fiscal impact to the General Fund. Reimbursement for the Ford Escape has been tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, with final approval anticipated upon receipt of Board approval. The Ford Explorer is to be paid for through the SB678 grant and the Ford Escape is to be paid through SB 129 Pretrial funds.

Attachments:

1. Prob - 2023 Escape BID
2. Prob - 2023 Explorer BID

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: _____

Vehicle (circle one): New Used

Vehicle Mileage: NEW

Year, Make and Model of Vehicle: 2023 FORD ESCAPE AWD

Total Bid Price: \$ 34005.00

Documentary Fee: + TIRE FEE \$ 126.75

State Sales Tax (~~7.50%~~): 7.25% \$ 2471.53

TOTAL BID COST - FOB Quincy \$ 36603.28

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- SUBJECT TO PRIOR SALE
- SEE ATTACHED
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Firm Name: QUINCY AUTO CO.

Address: P.O. BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCY AUTO@ATT.NET

Signature:  Date: 07-25-2023

Please include business card.

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: _____

Vehicle (circle one): New Used

Vehicle Mileage: NEW

Year, Make and Model of Vehicle: 2023 FORD EXPLORER XLT 4WD

Total Bid Price: \$ 46345.00

Documentary Fee: & TIRE FEE \$ 126.75

State Sales Tax (7.50%): 7.25 \$ 3366.18

TOTAL BID COST - FOB Quincy \$ 49837.93

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- SUBJECT TO PRIOR SALE
- SEE ATTACHED
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Firm Name: QUINCY AUTO CO.

Address: P.O. BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCY AUTO@ATT.NET

Signature:  Date: 07-25-2023

Please include business card.

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ford.com

VEHICLE DESCRIPTION

EXPLORER

2023 EXPLORER XLT 4WD
119" WHEELBASE
2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION

Pg A97286

EXTERIOR
ICOMIC SILVER METALLIC
INTERIOR
EBONY ACTIVE SEAT MTRL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR
 - DOOR HANDLES - BODY COLOR
 - EASY FUEL CAPLESS FILLER
 - HEADLAMPS - AUTO LED
 - LED SIGNATURE LIGHTING
 - MIRROR-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS
 - POWER LIFTGATE
 - PRIVACY GLASS - REAR DOORS
 - REAR INT WIPER/WASH/DEFROST
 - ROOF-RACK BIDE RAILS-BLACK
 - TAILLAMP-LED
 - TRAILER BRAKE CONTROL
 - VARIABLE INTERVAL WIPERS
- INTERIOR
 - 119" UP/DOWN DR/PASS WMN
 - 3RD ROW - 60/20 FOLD FLAT
 - DUAL ILLUM VIS VANITY MIRR
 - FRONT ROW HEATED SEATS
 - IP CLUSTER 6.5" LCD SCREEN
 - LTH WRAPPED STEERING WHL
 - W/MOUNTED CTRLS, TL/TLE
 - POWER DRIVER SEAT - 10 WAY
 - POWERPOINTS - 12V
 - ROTARY GEAR SHIFT DIAL
 - TRIZONE ELECTRONIC TMP CTRL
 - USB (A1) AND (C1)-1ST ROW

- FUNCTIONAL
 - 4DR INTELL ACCESS LOCK/UNLOCK W/PUSH-BUTTON START
 - AM/FM/MP3, 8 SPEAKERS
 - BRAKES - 4-WHEEL DISC/AB
 - FORD CO-PILOT360™
 - FORDPASS™ CONNECT
 - HILL START ASSIST
 - REAR PARKING SENSORS
 - REAR VIEW CAMERA
 - REFRESHES
 - SIDE-WIND STABILIZATION
 - SYNC3® & SCRN W/APPLINK®
- SAFETY/SECURITY
 - ADVANCETRAC™ WITH REGE
 - AIRBAG-DRIVER/PASS KNEE
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY
 - INDY TIRE PRESS MONIT SYS
 - LATCH CHILD SAFETY SYSTEM
 - PERIMETER ALARM
 - PERSONAL SAFETY SYSTEM™
 - 808 POST-CRASH ALERT BYV™

- WARRANTY
 - 3-YEAR/50,000 MILE POWERTRAIN
 - 5-YEAR/100,000 MILE BATTERY
 - 5-YEAR/100,000 MILE DRIVE ASSIST

INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 202A
- REMOTE START 6V/10M
- HEATED STEERING WHEEL
- 8-WAY POWER PASSENGER SEAT
- OPTIONAL EQUIPMENT/OTHER
 - 18" 5-SPEAKER PAINTED ALUM WHEELS
 - 2ND ROW 60/20 FOLD FLAT ENTRY
 - CARBO AREA MANAGEMENT SYSTEM
 - 50 STATE EMISSIONS
 - CLAS8 IV TRAILER TOW PACKAGE
 - AUTO START-STOP REMOVAL
 - 4G LTE W/PI HOTSPOT CREDIT
 - FRONT LICENSE PLATE BRACKET

NO CHARGE
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NO CHARGE

(MSRP)

3,540.00

PRICE INFORMATION

BASE PRICE

4,100.00

TOTAL OPTION/OTHER

44,760.00

TOTAL VEHICLE & DELIVERY

1,955.00

PRICE INFORMATION

BASE PRICE

4,100.00

TOTAL OPTION/OTHER

44,760.00

TOTAL VEHICLE & DELIVERY

1,955.00

PRICE INFORMATION

BASE PRICE

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TOTAL OPTION/OTHER

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TOTAL OPTION/OTHER

44,760.00

TOTAL VEHICLE & DELIVERY

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PRICE INFORMATION

BASE PRICE

4,100.00

VEHICLE DESCRIPTION

EXPLORER

2023 EXPLORER XLT 4WD
119" WHEELBASE
2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION

Pg A97286

EXTERIOR
ICOMIC SILVER METALLIC
INTERIOR
EBONY ACTIVE SEAT MTRL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR
 - DOOR HANDLES - BODY COLOR
 - EASY FUEL CAPLESS FILLER
 - HEADLAMPS - AUTO LED
 - LED SIGNATURE LIGHTING
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 - POWER LIFTGATE
 - PRIVACY GLASS - REAR DOORS
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 - FRONT ROW HEATED SEATS
 - IP CLUSTER 6.5" LCD SCREEN
 - LTH WRAPPED STEERING WHL
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 - POWER DRIVER SEAT - 10 WAY
 - POWERPOINTS - 12V
 - ROTARY GEAR SHIFT DIAL
 - TRIZONE ELECTRONIC TMP CTRL
 - USB (A1) AND (C1)-1ST ROW

- FUNCTIONAL
 - 4DR INTELL ACCESS LOCK/UNLOCK W/PUSH-BUTTON START
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 - FORD CO-PILOT360™
 - FORDPASS™ CONNECT
 - HILL START ASSIST
 - REAR PARKING SENSORS
 - REAR VIEW CAMERA
 - REFRESHES
 - SIDE-WIND STABILIZATION
 - SYNC3® & SCRN W/APPLINK®
- SAFETY/SECURITY
 - ADVANCETRAC™ WITH REGE
 - AIRBAG-DRIVER/PASS KNEE
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY
 - INDY TIRE PRESS MONIT SYS
 - LATCH CHILD SAFETY SYSTEM
 - PERIMETER ALARM
 - PERSONAL SAFETY SYSTEM™
 - 808 POST-CRASH ALERT BYV™

- WARRANTY
 - 3-YEAR/50,000 MILE POWERTRAIN
 - 5-YEAR/100,000 MILE BATTERY
 - 5-YEAR/100,000 MILE DRIVE ASSIST

INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 202A
- REMOTE START 6V/10M
- HEATED STEERING WHEEL
- 8-WAY POWER PASSENGER SEAT
- OPTIONAL EQUIPMENT/OTHER
 - 18" 5-SPEAKER PAINTED ALUM WHEELS
 - 2ND ROW 60/20 FOLD FLAT ENTRY
 - CARBO AREA MANAGEMENT SYSTEM
 - 50 STATE EMISSIONS
 - CLAS8 IV TRAILER TOW PACKAGE
 - AUTO START-STOP REMOVAL
 - 4G LTE W/PI HOTSPOT CREDIT
 - FRONT LICENSE PLATE BRACKET

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NO CHARGE

(MSRP)

3,540.00

PRICE INFORMATION

BASE PRICE

4,100.00

TOTAL OPTION/OTHER

44,760.00

TOTAL VEHICLE & DELIVERY

1,955.00

PRICE INFORMATION

BASE PRICE

4,100.00

TOTAL OPTION/OTHER

44,760.00

INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 202A
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TOTAL OPTION/OTHER

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EPA Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

22 MPG

combined city/hwy

city

20

highway

26

4.5 gallons per 100 miles

Annual fuel cost

\$2,000

Fuel Economy & Greenhouse Gas Rating (pickup only)

Smog Rating (pickup only)

5

Best

10

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You spend

\$2,000

more in fuel costs

over 5 years

compared to the

average new vehicle.

Smartphone QR Code

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover.



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: August 8, 2023

SUBJECT: Review Plumas County Comment Letter to the State of California Department of Housing and Community Development (HCD) on 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610); discussion and possible action.

Recommendation:

Board of Supervisors to review and take public comment concerning the Plumas County Comment Letter to HCD on the 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610).

Background and Discussion:

The State of California Department of Housing and Community Development (HCD) has posted changes to the 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610). HCD hosted a virtual public comment meeting (English) on July 26, 2023, a virtual public comment meeting (Spanish) on July 27, 2023, a Tribal Government public comment meeting on July 27, 2023, and an in-person public comment meeting in Greenville on August 3, 2023 to discuss the unmet recovery needs for the DR-4610 Most Impacted and Distressed (MID) area (Plumas County) and the proposed use of 2021 CDBG-DR funds.

The HCD 202 CDBG-DR Action Plan Amendment #3 2021 Allocation Public Comment Webinar presentation is attached to this staff report. A total of \$24,408,000 is available in funding, with roughly \$20M going toward disaster recovery (single-family owner-occupied and rental reconstruction housing subsidy up to \$500,000 per unit), \$3M in mitigation set aside (home hardening/defensible space retrofits up to \$50,000 per residence), and \$1M for administrative costs (HCD).

The draft of the 2020 CDBG-DR APA 3 (2021 allocation) is posted on [HCD's CDBG-DR website](https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/apfrn/2020-apa-3.pdf), and HCD will be accepting public comment **through August 8, 2023, and the Action Plan is due to HUD by August 15, 2023. HUD then has 60 days to review (due October 15, 2023).**

<https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/apfrn/2020-apa-3.pdf>

The CDBG-2020 Disaster Recovery Action Plan Substantial Amendment **Number 3** can be accessed on HCD's website under State CDBG-DR Action Plan for 2020 Disasters here: <https://www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/action-plans-and-federal-register-notices-frns>

Submit Public Comment: Comments can be submitted to HCD during the public comment period via the following methods:

- Electronic mail to (DisasterRecovery@hcd.ca.gov); and/or
- Post mail to Disaster Recovery and Response Unit, Attn: Mona Akbar, HCD, 2020 West El Camino Avenue, Suite 200, Sacramento, CA 95833.

Questions? Please email DisasterRecovery@hcd.ca.gov

Action:

Board of Supervisors to review and take public comment concerning the Plumas County Comment Letter to HCD on the 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610).

Fiscal Impact:

Planning staff time under Plumas County General Fund Planning Department FY23-24 budget.

Attachments:

1. 2020-action-plan-amendment-3 -general-public-comment-july-2023



State of California
2020 CDBG-DR Action Plan Amendment #3
2021 Allocation

Public Comment Webinar
July 26, 2023



Housekeeping

- You can access the Draft 2020 Action Plan Amendment #3 here: <https://www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/action-plans-and-federal-register-notice-frns>
- All participant lines are muted upon entry
- Use "Raise Hand" feature
- Use Chat for questions
- Will pause for questions and comments



Agenda

- Introductions
- 2020 CDBG-DR Overview & Timelines
- 2021 Disaster Impacts & Unmet Needs
- 2021 Allocation Programs
 - Single Family Reconstruction
 - Single Family Mitigation
- Public Comment



California Department of Housing and Community Development

Mission: Provides leadership, policies, and programs to preserve and expand safe and affordable housing opportunities and promote strong communities for all Californians.

- Grants and funding
- Planning and community development
- Policy and research
- Mobile home registration
- Building standards



Action Plans & Amendments

- HUD requires all CDBG-DR grantees to develop Action Plans to determine community conditions, unmet recovery and mitigation needs, and direct funds towards recovery/mitigation programs
- Action Plans gets amended multiple times throughout the grant life cycle
- Action Plans are Amended to:
 - adjust program and budget allocations
 - program design elements
 - add or remove programs (*i.e. adding 2021 allocation*)

2020 Action Plan Amendment #3

2021 Allocation





2021 Allocation Timeline

1. Allocation #1: May 24, 2022 ([87 DR 31636](#))
2. Allocation #2: January 8, 2023 ([88 FR 3198](#))
3. Local engagement and Action Plan development:
December 2022 – June 2023
4. Public comment period: June 30 – August 8
5. Virtual public comment meetings: July 26 (General) & July 27 (Spanish & Tribal)
6. Submit to HUD: August 15
7. HUD 60-day review period: October 15
8. Grant agreement: Late fall 2023
9. Begin accepting applications: Summer 2024



Dixie Fire (DR-4610) CDBG-DR Allocation

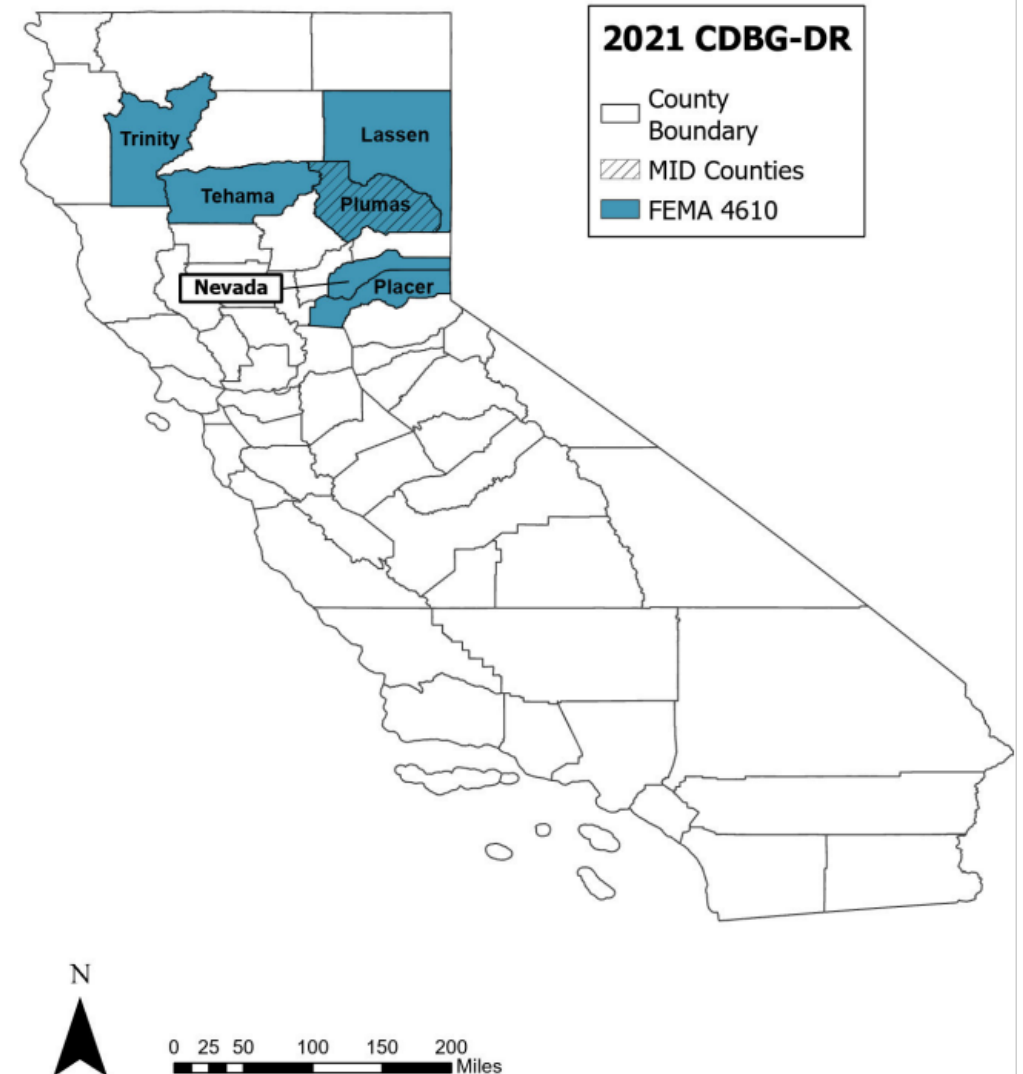
Total allocation	\$24,408,000
Disaster recovery allocation	\$20,162,800
Mitigation set aside (15%)	\$3,024,800
Admin costs (5%)	\$1,220,400
DR-4610 unmet recovery need	\$286,090,483
Allocation as percentage of need	8.5%



DR-4610 Impacted Counties

HCD will spend all the 2021 funds within the Most Impacted and Distressed (MID) Area:

- Plumas County.





DR-4610 Disaster Housing Impacts

FEMA Individual Assistance (IA) Verified Losses

- 139 homeowners
- 226 renters

FEMA IA Awards

- \$2,543,876 for homeowners
- \$707,274 for renters

CAL FIRE Damage Assessment

- 1,049 destroyed single family homes



HUD Unmet Needs Methodology

Type	Data Source	Total Impact	Total Resources	Unmet Need	% of Total Allocation
Infrastructure	FEMA Public Assistance (Category C-G Only)	\$ 19,507,662.13	\$ 17,556,896.02	\$ 1,950,766.11	4.5%
Infrastructure	FEMA Hazard Mitigation Grant Program	\$39,232,862.09	\$29,424,646.58	\$9,808,215.53	23%
Housing	FEMA Individual Assistance	\$23,536,291.96	\$4,230,945.00	\$19,305,346.96	45.3%
Economic	SBA - Business	\$16,376,871.62	\$4,778,300	\$11,598,571.62	27.2%
Total		\$98,653,687.8	\$55,990,787.6	\$42,662,900.22	100%



Alternative Unmet Needs Methodology

Type	Data Source	Total Impact	Total Resources	Unmet Need	% of Unmet Need
Infrastructure	FEMA Public Assistance (Category C-G Only)	\$ 19,507,662	\$ 17,556,896	\$ 1,950,766	0.7%
Infrastructure	FEMA Hazard Mitigation Grant Program	\$39,232,862	\$29,424,646	\$9,808,215	3.3%
Housing	Cal FIRE Damage Survey	\$266,963,869	\$4,230,945.00	\$262,732,924	92%
Economic	SBA - Business	\$16,376,871	\$4,778,300	\$11,598,571	4%
Total		\$342,081,265	\$55,990,787	\$286,090,478	100%



Plumas County Local Data

- CAL FIRE Damage Assessment - destroyed/damaged housing units in Plumas County
 - 773 single family homes
 - 12 multifamily units
 - 293 mobile homes
 - 1,078 total units
- US Postal Service: 609 newly vacant parcels
- Zillow: 46% increase in average home sale prices (2019-2022)
- RentData.org: 18-28% increase in average fair market rents (2019-2022)



2021 Programs

Total Grant Amount	\$24,408,000
Unmet Needs Allocation <i>Single Family Reconstruction</i>	\$20,162,800
Mitigation Allocation <i>Single Family Mitigation</i>	\$3,024,800
Grant Administration Costs (5%)	\$1,220,400



2021 Single Family Reconstruction

- Two eligible activities
 - Owner-Occupied Reconstruction
 - Single Family Rental Reconstruction
- Residences must have been destroyed by the qualifying disasters.
- Owner-occupants: Must be LMI and have owned the home as a primary residence at the time of qualifying disaster
 - Subsidy up to \$500,000 per unit
- Rental: Current owner must have owned at time of qualifying disasters and reconstructing residence as a deed-restricted affordable rental unit.
 - Affordability period increases with amount of subsidy (up to \$500,000)
 - Affordable for 80 percent area median income
- Residences must be reconstructed to 7A standards or higher



Activity Eligibility

Eligible costs

- Permitting, design, planning
- Replacement of destroyed necessary equipment (e.g. HVAC)
- Replacement of on-site utilities (e.g. water, sewer, electric, gas)
- Replacement of primary structure with standard grade materials
- Upgrade to meet current building code
- Site work to meet 7A standards
- Tenant relocation under URA

Ineligible costs

- Repair/replacement of auxiliary structures like detached garages, storage units, or sheds
- Materials above standard grade unless required by law/code, such as green building requirements
- Multifamily units, duplexes, fourplexes
- New construction off-site of damaged structure (except in case of mobile home unit in a mobile home park where park is closed permanently)
- New home purchase
- Assistance for second homes



2021 Single Family Mitigation

- Two eligible activities for existing residences
 - Owner-Occupied Home Hardening/Defensible Space
 - Single Family Rental Home Hardening/Defensible Space
- Residences must be in MID but need not have been impacted by qualifying disaster
- Award for both up to \$50,000 per residence
- Owner-occupants: Must be LMI
- Rental: Current tenant must be LMI, and rent must be affordable
 - Affordable at 80 percent area median income
- Mitigation activities that bring residences into compliance with 7A or higher standard
- Leverage the Department of Insurance's Safe from Wildfires regulation to help secure lower insurance premiums



HCD's Mitigation Tiering

Level 1 Importance Items

- Pea Gravel under Home and decks/porches if necessary over weed prevention barrier and extend 5ft around home with no planted vegetation
- Fire resistant skirting around home plus trim and paint
- Enclose underside of elevated porches/decks with metal mesh ember resistant skirting
- Fire Retardant Paint type application to porches/decks
- Stump grinding
- Tree Removal
- Defensible Space Landscaping within zones "0" and zone "1"

Level 2 Importance Items

- Enclose Soffits and Fascia with fire resistant material such as fiber-cement material (including screens and flame/ember resistant strip vents)
- Install Metal gutters with gutter guards
- Fiber Cement Exterior Siding plus trim and paint
- Roofing with Class A asphalt shingles, with underlayment, ridge vent, drip edge, flashing, ember- resistant exhaust caps for roof penetrations

Level 3 Importance Items

- Install metal exterior doors
- Install metal Garage doors
- Install dual paned Windows (one pane tempered glass) with screens



Applicant Intake

1. Apply to program
2. Eligibility is determined
3. Damage assessed and environmental review performed
4. Scope of work approved, and work begins



Next Steps

1. Public comment period: June 30 – August 8
2. Virtual public comment meetings: July 26 (General) & July 27 (Spanish & Tribal)
3. Greenville public comment meeting: August 3
4. Submit to HUD: August 15
5. HUD 60-day review period: October 15
6. Grant agreement: Late fall 2023
7. Begin accepting applications: Summer 2024



Where to go for the Draft Action Plan?



HCD Website

California Department of Housing and Community Development

hcd.ca.gov

HCD Links California Department of Housing and Community Development Disaster Recovery CPD Grants Portal Home — TreasuryD... New Tab PPC brand page - S...

Contact Us Email Signup Careers G-Translate

Grants & Funding Manufactured & Mobilehomes Building Standards Planning & Community Development Policy & Research About HCD

NOFA Calendar
Programs: Active
Super NOFA
Homekey
Accelerator
ReCoverCA
Disaster Recovery & Mitigation
Reporting and Compliance: Grant Programs
Reporting and Compliance: Loan Programs
Income Limits
Uniform Multifamily Regulations
Training and Technical Assistance
Programs: Archived

DR Multifamily Housing Program
Environmental Compliance (DR-OOR)
Infrastructure and Resilient Infrastructure Programs
Workforce Development
Mitigation Planning and Public Services
National Disaster Resilience Competition
Disaster Grant Administration & Reporting
Outreach and Partnership
Action Plans and Federal Register Notices (FRNs)

Permanent Local Housing Allocation
Deadline Extended to November 30, 2020
Local Housing Allocation 2019, 2020, and 2021
funds. Last chance for jurisdictions to apply.
[Learn More](#)

Homekey
Statewide Housing Plan
Recovery
Permanent Local Allocation

<https://www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation>



HCD Website



[Contact Us](#) [Email Signup](#) [Careers](#) [G-Translate](#)



California Department of
**Housing and Community
Development**

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HCD](#)

Disaster Recovery & Mitigation

Assisting communities to bounce back after disasters strike.



[Home](#) > [Grants & Funding](#) > [Disaster Recovery & Mitigation](#)

Disaster Recovery & Mitigation

Community development includes more than just new development. HCD works to help communities recover after disasters (such as droughts, fires, and floods) by administering special federal funds for both recovery and mitigation purposes. When appropriated funds from HUD, HCD works with local governments and organizations to support programs that provide long-term



HCD provides
assistance to



HCD Website

[CDBG-DR](#)[CDBG-MIT](#)[Multifamily](#)[Single Family](#)[Infrastructure](#)[Community Development](#)[Planning](#)[Climate Mitigation](#)[Show All](#)

Disaster Recovery Multifamily Housing Program (DR-MHP)

DR-MHP works with local governments and developers in areas impacted by disasters, helping to (re)build multifamily housing projects and generate crucial affordable housing units.

[View Disaster Recovery Multifamily Housing Program](#)

Environmental Compliance (DR-OOR)

The Disaster Recovery Branch has made this tool to aid homeowners impacted by disasters with the necessary environmental documents.

[View Environmental Compliance \(DR-OOR\)](#)

Infrastructure and Resilient Infrastructure (DR-INF/MIT-RIP)

DR-INF/MIT-RIP funds helps local governments in impacted areas rebuild their communities' infrastructure in a more resilient manner to withstand future natural disasters based on lessons learned.&.

[View Infrastructure and Resilient Infrastructure](#)

Workforce Development (DR-Workforce)

DR-Workforce helps fund local governments, community colleges, and nonprofits in affected areas develop their workforces' skills to help their economies develop and recover after disasters.

[View Workforce Development](#)

Mitigation Planning and Public Services (MIT-PPS)

MIT-PPS funds help local governments and nonprofits in affected areas provide services and increase resiliency against future disasters.

[View Mitigation Planning and Public Services](#)

National Disaster Resilience Competition (NDR)

HCD and Tuolumne County won NDR funds to help the County rebuild from the 2013 Rim Fire.

[View National Disaster Resilience Competition](#)

Disaster Grant Administration & Reporting

Procurements, Contracts, administration manuals, reports, trainings, and other helpful information.

Outreach & Partnership

Citizen participation, public comment, and partner resources

Action Plans and Federal Register Notices

Action Plans and applicable Federal Register Notices.



Public Comment

- Review the draft document here:
<https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/apfrn/2020-apa-3.pdf>
- Submit your comment and/or question via chat feature during this meeting
- Submit your comment and/or question via email:
disasterrecovery@hcd.ca.gov
- Public Comment ends August 8, 2023



THANK YOU

Contact Information

HCD Disaster Recovery Unit
DisasterRecovery@hcd.ca.gov

Maziar Movassaghi - Chief Disaster Recovery Officer
Maziar.Movassaghi@hcd.ca.gov

Mona Akbar - Disaster Recovery Specialist
Mona.Akbar@hcd.ca.gov

Clay Kerchof – Disaster Recovery Specialist
Clay.Kerchof@hcd.ca.gov



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: August 8, 2023

SUBJECT: Review Plumas County Comment Letter to the Department of Forestry and Fire Protection Office of the State Fire Marshall concerning an additional public comment period (through August 9, 2023) for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map; discussion and possible action.

Recommendation:

Board of Supervisors to review and take public comment concerning the Plumas County Comment Letter to the Department of Forestry and Fire Protection Office of the State Fire Marshall concerning an additional public comment period (through August 9, 2023) for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map.

Background and Discussion:

The Office of the State Fire Marshal (OSFM) published a Notice of Proposed Rulemaking on December 16, 2022, with comments due April 4, 2023, concerning the regulations relating to Fire Hazard Severity Zones (FHSZ) in the State Responsibility Area (SRA). California Public Resources Code (PRC) Section 4204 requires the SFM to periodically review and revise the FHSZ designations and ratings in the SRA. The FHSZ map was last updated in 2007. The FHSZ map is being updated at this time to more accurately reflect the zones in California that are susceptible to wildfire to help provide transparency for planning and preparedness efforts and to provide communities a forecasting tool so that the public can take steps to prevent and prepare for wildfire.

The Plumas County Board of Supervisors at the March 21, 2023, regular meeting of the Board, approved sending a comment letter to the OSFM, with eight items addressing Plumas County's concerns.

After receiving more than 1,000 comments, the Office of the State Fire Marshal opened an additional public comment period for the regulatory adoption process of the FHSZ map.

Adjustments were made to the November 21, 2022, draft map which resulted in just over 100,000 acres receiving an updated designation.

Plumas County's FHSZ map was amended, to reduce the overall 'Very High' (-405 acres), shifting those acres to 'High' (+142 acres) and 'Moderate' (+263 acres). The primary changes occurred around Chester and Mohawk Valley. Also, additional data sets have been posted online should the public wish to also review and comment. The data is available at osfm.fire.ca.gov/FHSZ and consists of additional technical data, including intermediate modeling steps and approximately 22 spatial datasets, and several associated tables.

Public comment on the updated zones is being accepted through August 9, 2023.

The public may submit written comments at the address below or through email at FHSZcomments@fire.ca.gov.

Office of the State Fire Marshal C/O: FHSZ Comments California Department of Forestry and Fire Protection
P.O. Box 944246 Sacramento, CA 94244-2460

Action:

Board of Supervisors to review and take public comment concerning the Plumas County Comment Letter to the Department of Forestry and Fire Protection Office of the State Fire Marshall concerning an additional public comment period (through August 9, 2023) for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map.

Fiscal Impact:

Planning staff time under Plumas County General Fund Planning Department FY23-24 budget.

Attachments:

1. CAL FIRE - OSFM Update Letter FHSZ Stakeholders
2. SRA FHSZ Change-Acres-Summary_Final
3. FHSZ_SRA_11x17_REVISED_PLUMAS_6.15.23



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 568-3800
Website: www.fire.ca.gov



June 26, 2023

CORRECTED

Dear Valued Stakeholder,

CAL FIRE - Office of the State Fire Marshal will begin an additional public comment period for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map. After carefully reviewing more than a thousand comments, adjustments were made to the map which resulted in just over 100,000 acres receiving an updated designation. Public comment on the updated zones is being accepted through August 9, 2023. This public comment period allows for communities to review the updated map and provide additional feedback. The public may submit written comment at the address below or through email at FHSZcomments@fire.ca.gov.

This extended comment period includes specific map changes made to the November 21, 2022, regulatory map from comments received during the public comment period from December 16, 2022, to April 4, 2023. Additionally, additional data sets have been posted online should the public wish to also review and comment on these. The data is available at osfm.fire.ca.gov/FHSZ and consists of additional technical data, including intermediate modeling steps and approximately 22 spatial datasets, and several associated tables.

Written comments may be submitted by U.S. mail to the following address:

Office of the State Fire Marshal
C/O: FHSZ Comments
California Department of Forestry and Fire Protection
P.O. Box 944246
Sacramento, CA 94244-2460

CAL FIRE's fire scientists, and wildfire mitigation experts, developed the map using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior. Many factors are considered, such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for an area. These zones fall into the following classifications – moderate, high, and very high.

Overall, the map shows increased fire hazard, reflecting California's increase in wildfire severity as a result of many factors including a changing climate. The map has been updated to more accurately reflect the zones in California that are susceptible to wildfire, to help provide transparency for planning and preparedness efforts, and to provide communities a forecasting tool so that the public can take steps to prevent and prepare for wildfire. The hazard mapping process

incorporates local climate data and changes in burn probability based on recent trends in fire occurrence. The model was reviewed and validated by members of the science community, as well as with outreach with various stakeholders including insurance, building, fire, and local agencies.

In order to help California residents better understand the FHSZ map and answer questions, CAL FIRE has created a public toolkit on its website to include new and easy to follow sections, including maps, frequently asked questions, and an automated “hotline” to contact for specific information. ~~The new website also includes dates, times, and locations of FHSZ public hearings that will be held in the 56 Counties that have FHSZs within the SRA.~~ For information about FHSZs, visit the program’s website at osfm.fire.ca.gov/FHSZ. The public can also call an automated hotline at (916) 633-7655.

Following the adoption of the SRA FHSZ Map, CAL FIRE - Office of the State Fire Marshal will begin providing local agencies updated FHSZ maps for Local Responsibility Areas. Under California Government Code 51178, the State Fire Marshal is required to provide local agencies with the areas within their jurisdiction that meet FHSZ criteria for their local adoption and implementation.

For information about FHSZs, visit the program’s website at osfm.fire.ca.gov/FHSZ. If you have additional questions, please feel free to contact our Team at FHSZinformation@fire.ca.gov.

Sincerely,



Daniel Berlant
Acting State Fire Marshal / Deputy Director
Community Wildfire Preparedness & Mitigation
CAL FIRE – Office of the State Fire Marshal



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

715 'P' Street, Suite 900
PO Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov



**GENERAL PUBLIC INTEREST
ADDITIONAL WRITTEN COMMENT PERIOD**

**California Code of Regulations
TITLE 14. Natural Resources
DIVISION 1.5. Department of Forestry and Fire Protection
CHAPTER 7. Fire Protection
SUBCHAPTER 3. Fire Hazard
ARTICLE 1. Fire Hazard Severity
SECTION 1280.01. Fire Hazard Severity Zones in the SRA**

**TITLE 19. Public Safety
DIVISION 1. State Fire Marshal
CHAPTER 17. Fire Hazard Severity Zones, 2022**

NOTICE OF ADDITIONAL WRITTEN COMMENT PERIOD

On December 16, 2022, the Office of the State Fire Marshal published a Notice of Proposed Action concerning the Regulations Relating to Fire Hazard Severity Zones in the State Responsibility Area. (California Regulatory Notice Register 2022, No. 50-Z, December 16, 2022, p. 1490.)

The original written comment period for this action was:
December 16, 2022, through February 3, 2023.

The Department then provided an additional written comment period to allow more time for review of the map entitled “State Responsibility Area Fire Hazard Severity Zones.” The additional written comment period for this action was:
February 3, 2023, through April 4, 2023.

**The Department is now providing an additional written comment period to allow for review of changes made to the map entitled “State Responsibility Area Fire Hazard Severity Zones” dated June 15, 2023. This written comment period also allows for review of the intermediate data used to create the map. The additional written comment availability is:
June 26, 2023, through August 9, 2023.**

Written comments may be submitted by U.S. mail to the following address:

Office of the State Fire Marshal
California Department of Forestry and Fire Protection
P.O. Box 944246
Sacramento, CA 94244-2460
Attn: Scott Witt, Deputy Chief

Written comments can also be hand delivered or sent by courier to the contact person listed in this notice at the following address:

California Department of Forestry and Fire Protection
Office of the State Fire Marshal
C/O: Scott Witt
California Natural Resources Building
715 P Street, 9th floor
Sacramento, CA 95818

Written comments may also be delivered via e-mail at the following address:

fhszcomments@fire.ca.gov

AVAILABILITY OF DOCUMENTS

The Additional Written Comment Period, Notice of Proposed Action, Initial Statement of Reasons, Express Terms (TEXT) of Regulations, and any other materials concerning this rulemaking can be accessed on the Office of the State Fire Marshal website: [Title 19 Development \(ca.gov\)](http://www.fire.ca.gov) under the tab titled: (FHSZ) Fire Hazard Severity Zones Classification in the State Responsibility Area.

Text (**Modified**) Title 14 and Title 19

Title 14. Natural Resources
Division 1.5. Department of Forestry and Fire Protection* (Refs & Annos)
Chapter 7. Fire Protection* (Refs & Annos)
Subchapter 3. Fire Hazard
Article 1. Fire Hazard Severity
Section 1280.01

~~1280.01. Fire Hazard Severity Zones in the SRA.~~

~~The fire hazard severity zones and the rating reflecting the degree of severity of fire hazard that is expected to prevail in those zones, shall be designated by the Director and delineated on a series of maps on file in the Sacramento Office of the Department of Forestry and Fire Protection, Fire and Resources Assessment Program, 1300 U St. The official maps are also filed electronically on the Department's web site, <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>. The maps are entitled "Fire Hazard Severity Zones in [State Responsibility Area] SRA," dated November 7, 2007, and are incorporated by reference.~~

Credits

~~NOTE: Authority cited: Sections 4202, 4203 and 4204, Public Resources Code.
Reference: Sections 4201, 4202, 4203 and 4204, Public Resources Code; and Section 51179, Government Code.~~

Regulations previously found in this section are now adopted as Title 19, Division 1. State Fire Marshal, Chapter 17. Fire Hazard Severity Zone, Article 1. Fire Hazard Severity Zone Classification Section 1280.01.

Credits NOTE: Authority cited: Sections 4202, 4203 and 4204, Public Resources Code.
Reference: Sections 4125, 4201, 4202, 4203 and 4204, Public Resources Code; and Section 51179, Government Code.

Title 19 Public Safety
Division 1. State Fire Marshal
Chapter 17. Fire Hazard Severity Zone
Article 1. Fire Hazard Severity Zone Classification

Section 1280. Definitions
Section 1280.01. Fire Hazard Severity Zones in the SRA

1280.00. Definitions.

The following definitions apply to Title 19 of the California Code of Regulations (19 CCR), Division 1, Chapter 17, Article 1.

State Fire Marshal: The State Fire Marshal or their designee.

Local responsibility area (LRA): Those areas of land classified by the Board of Forestry and Fire Protection (Board) where the financial responsibility of preventing and suppressing wildfires is not that of the state or federal government, pursuant to Public Resources Code (PRC) section 4125.

Portable document format (PDF): file format used to present and exchange documents reliably, independent of software, hardware, or operating system. PDF is an open standard maintained by the International Organization for Standardization (ISO).

State Responsibility Area (SRA): As defined in Public Resources Code section 4102.

Very high fire hazard severity zone (VHFHSZ): as defined in Government Code section 51177(i).

Credits

NOTE: Authority cited: Sections 4202, 4203 and 4204, Public Resources Code.
Reference: Sections 4125, 4201, 4202, 4203 and 4204, Public Resources Code; and
Section 51179, Government Code.

1280.01. Fire Hazard Severity Zones in the SRA.

The fire hazard severity zones and the rating reflecting the degree of severity of fire hazard that is expected to prevail in those zones, shall be designated by the State Fire Marshal and delineated on a map on file in the Sacramento Office of the Department of Forestry and Fire Protection, Office of the State Fire Marshal, Fire and Resources Assessment Program, 715 P Street.

The map, approved by the Office of the State Fire Marshal, is hereby incorporated by reference and entitled "State Responsibility Area Fire Hazard Severity Zones" dated ~~November 21, 2022~~ June 15, 2023.

The official map is also filed electronically on the following website:

<https://osfm.fire.ca.gov/fire-hazard-severity-zones>

Credits

NOTE: Authority cited: Sections 4202, 4203 and 4204, Public Resources Code.

Reference: Sections 4201, 4202, 4203 and 4204, Public Resources Code; and Section 51179, Government Code.

**Addendum to the INITIAL STATEMENT OF REASONS (ISOR)
Second 45 Day Comment Period June 26, 2023, to August 9, 2023**

**California Code of Regulations
Title 14. Natural Resources
Division 1.5. Department of Forestry and Fire Protection* (Refs & Annos)
Chapter 7. Fire Protection* (Refs & Annos)
Subchapter 3. Fire Hazard
Article 1. Fire Hazard Severity
Section 1280.01**

**Fire Hazard Severity Zone Designations and Ratings
in the State Responsibility Area:**

Introduction:

Public Resources Code (PRC) Section 4204 requires the State Fire Marshal (SFM) to periodically review and revise the Fire Hazard Severity Zone (FHSZ) designations and ratings in the State Responsibility Area (SRA). If the review results in revisions to the designations or ratings, the Office of the State Fire Marshal (OSFM) is required to transmit the proposed regulations to each impacted county and hold a public hearing, compliant with PRC Section 4203.

There are three FHSZ designations, based on increasing fire hazard. Hazard is based on the physical conditions that create a likelihood and potential fire behavior over a 30 to 50-year period. Classification of a zone as Moderate, High, or Very High fire hazard is based on a combination of how a fire will behave and the probability of flames and embers threatening buildings. Each area of the map gets a score for flame length, embers, and the likelihood of the area burning.

The SRA is made up of areas of the state in which the financial responsibility of preventing and suppressing fires has been determined to be primarily the responsibility of the state.

The boundaries of the SRA are identified by the Board of Forestry and Fire Protection, as directed by PRC Section 4125, using the criteria provided in PRC Sections 4126-4135.

Problem Statement:

PRC Section 4201 requires that FHSZ classifications are used to identify the most effective measures for fire prevention, intensity, and spread; in order to reduce the threat to resources, life, or property. PRC Section 4202 outlines the technical requirements for the classification development.

Improved fire science, data, and mapping techniques are now available to identify the most effective measures for fire prevention, intensity, and spread. The technical requirements for the classifications, located in PRC Section 4202, have also been amended. The new FHSZ map is intended to map fire hazard based on fuel loading, slope, fire weather, and other relevant

factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. These factors are combined into the term “hazard” to refer to the physical conditions that create fire behavior that can lead to damage.

Based on these factors, there is substantial evidence that the current FHSZ classifications must be updated to effectuate the purpose of PRC Sections 4201 and 4202. The current FHSZ classifications are incorporated by reference into CCR14 Section 1280.01, “Fire Hazard Severity Zones in [State Responsibility Area] SRA,” dated November 7, 2007.

A Statement of the Specific Purpose of Each Adoption, Amendment, or Repeal:

The adoption of an updated version of the FHSZ SRA map and the repeal of the current map as documents incorporated by reference will provide directly affected persons with improved resources to identify the most effective measures for fire prevention, intensity, and spread; based on their local conditions. These updates are necessary to effectuate the public safety purposes of PRC Sections 4202, 4203, and 4204.

The revisions will also be compliant with legislative mandates found in both Assembly Bill (AB) 9 (Wood, Chapter 255, Statutes of 2021) and AB 1595 (Kehoe, Chapter 366, Statutes of 2008). These statutes amended PRC Sections 4202, 4203, and 4204. New requirements include shifting approval responsibilities from the Director to the SFM and including “areas where winds have been identified by the department as a major cause of wildfire spread” in map development.

The requirements for legal compliance within the OSFM’s regulatory scope are not changed by the FHSZ classifications. In the SRA, fire prevention requirements within the OSFM’s regulatory authority are enforced uniformly. All locations in the SRA are subject to the same requirements, rights, responsibilities, conditions, prescriptions, or other regulatory elements within the OSFM’s jurisdiction.

However, separate statutory mandates outside of the OSFM’s regulatory scope require that all property in High or Very High FHSZs comply with Civil Code 1102.6f, real estate disclosures Assembly Bill 38 (Wood, Chapter 391, Statutes of 2019). These disclosures are known as “AB 38 Defensible Space Inspections,” and are not required for property in Moderate FHSZs. As a result of the proposed regulations, the boundaries of Moderate, High, or Very High FHSZs may shift, altering which properties are required to comply. However, every FHSZ in the SRA is already required to comply with the underlying defensible space requirements of AB 38 located in PRC Section 4291.

Addendum Updates

This addendum includes changes to the map which is incorporated by reference by the regulation. Adjustments were made to the November 21, 2022, FHSZ Map following public comment. These adjustments are reflected in the new map dated June 15, 2023, and resulted in 106,543 acres receiving an updated designation. In 15 counties, public comment revealed issues that supported a map edit, and specific change maps highlighting the nature and extent of these changes are located at osfm.fire.ca.gov/FHSZ . Rerunning the hazard firebrand model

with updated input data impacted zones in non-wildland areas. Updates included changes to the number of modeled brands produced by montane hardwood and east side pine vegetation types. Also, some buffer edges have moved one cell reflecting a precision adjustment in those cases, to show zones in whole 30 meter cells. These model changes amounted to reclassifications statewide.

Additionally, data sets have been posted online and added to the Documents Relied Upon should the public wish to review and comment. The data is available at <https://osfmfhsz.blob.core.windows.net/public/index.html> and consists of additional technical data, including intermediate modeling steps and approximately 22 spatial datasets, and several associated tables.

Evidence Supporting Finding of No Significant Adverse Economic Impact on Any Business.

The OSFM has initially determined that the proposed regulations will not have a significant adverse economic impact on business or incur a cost beyond what a reasonable person could expect. This determination is based on uniform enforcement of fire prevention requirements within the SRA.

Because standards and procedures used to judge compliance with fire prevention requirements are not changed by the FHSZ classifications, a change in the classifications does not create or incur a direct cost to businesses beyond what a reasonable person could expect.

The creation or elimination of jobs within the state.

The proposed regulations are not expected to have a significant impact on the creation or elimination of jobs within the State of California.

The creation of new businesses or the elimination of existing businesses within the state.

It is anticipated that the proposed regulations will not significantly impact the creation or elimination of businesses in California.

The expansion of businesses currently doing business within the state.

It is unlikely that the proposed regulation will encourage or discourage businesses from expanding their business in California.

The benefits of the regulation to the health and welfare of California residents, worker safety, and the state's environment.

The OSFM has determined that this regulatory proposal will benefit public safety by providing directly affected persons with improved resources to identify the most effective measures for fire prevention, intensity, and spread; based on their local conditions. Measures include elements such as wildland-urban interface building standards for new construction, natural hazard real estate disclosure at time of sale, 100-foot defensible space clearance requirements around buildings, and State Minimum Fire Safe Regulations such as road widths, water supply and signage.

Documents Incorporated by Reference.

The maps incorporated by reference in this action are formal publications reasonably available from the OSFM at any time upon request and during the rulemaking action. The map will not be printed in the California Code of Regulations because to do so would be cumbersome, unduly expensive, or otherwise impractical. The map, including the Geographic Information System (GIS) data, are available on the OSFM website located at <https://osfm.fire.ca.gov/fire-hazard-severity-zones>. The link is also provided in the express terms of the proposed amendments to the regulation.

The map, approved by the OSFM, are documents incorporated by reference and entitled “State Responsibility Area Fire Hazard Severity Zones” dated June 15, 2023.

Technical, Theoretical or Empirical Study, Report, or Similar document relied upon.

As part of the development process, a Technical Advisory Committee (TAC) reviewed the model that created the maps. TAC members included members from public agencies, academic institutions, and representatives from the Insurance Institute for Business and Home Safety. These were conversations only, and there were no documents relied upon in connection with these consultations.

The TAC was composed of external subject matter experts in wildland hazard and risk assessment, geospatial modeling, urban-interface fire mechanics, and mechanical engineering. Each TAC member was instructed to work independently, to maintain the perspective of each discipline. The TAC was provided a detailed methods and draft dataset for review for a subset of California and comments received were incorporated where possible into the model revision and development of the statewide SRA map.

A two-kilometer grid of climate data covering the years 2003-2018 was used as the foundation for the model. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands. A FHSZ class is assigned based on the average hazard across the area included in the zone.

The fire hazard was modeled and the FHSZ map is built focusing only on fire hazard, which is best understood in terms of the nature of fire. Hazard is based on the physical conditions that create a likelihood and potential fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfires, or fuel reduction efforts.

Zones in this context are defined as areas that have similar potential fire behavior characteristics. Data used to determine hazard, including both fire behavior and burn probability, are averaged over a minimum zone size of 20 acres in urbanized areas and 200 acres in non-urbanized wildland areas.

The product of the FHSZ model is a GIS data set that can be used to assess hazard. Areas are mapped in Moderate, High, and Very High classifications.

The OSFM maintains an ongoing public outreach campaign to educate the directly affected public about the nature and impacts of FHSZs. This includes materials such as Frequently Asked Questions, an interactive viewer, and a link to the AB 38 Defensible Space Inspection Form/Real Estate Disclosure.

Pursuant to PRC Section 4203, before adopting the new map, the OSFM is required to transmit a copy of the proposed map to the Board of Supervisors of each county where a zone assignment of a rating is designated in the SRA. The transmittal must be at least 45 days before the adoption of the regulation and a public hearing must be held during the 45-day period in each county.

Background about fire prevention can also be found at the following websites:

<https://www.readyforwildfire.org/>

<https://osfm.fire.ca.gov/fire-hazard-severity-zones>

<https://frap.fire.ca.gov/>

Documents Relied Upon:

Vegetation. CAL FIRE FRAP. 2015. <https://map.dfg.ca.gov/metadata/ds1327.html>

Fire history (firep20_1). CAL FIRE FRAP. 2020. <https://frap.fire.ca.gov/frap-projects/fire-perimeters/>

Climate data. Desert Research Institute, California and Nevada Smoke and Air Committee. 2018. <https://cansac.dri.edu/cofframe.php?page=reanalysis.php>

Climatic regions. CAL FIRE FRAP. 2017. [In] California's Forests and Rangelands 2017 Assessment. <https://frap.fire.ca.gov/media/4babn5pw/assessment2017.pdf>

Urbanized Areas. US Census. 2010. <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html>

Canopy Cover (source 1). Earth Define LLC. 2020. Tree Map. <https://www.earthdefine.com/treemap/>

Canopy Cover (source 2). Salo Sciences. 2020. California Forest Observatory Canopy Cover. <https://saloi.ai/blog/2020/04/observatory-documents>

State Responsibility Area. CAL FIRE. 2020. <https://bof.fire.ca.gov/projects-and-programs/state-responsibility-area-viewer/>

Slope. US Geologic Survey. 2019. 1 arc-second (30 m) DEM.
<https://apps.nationalmap.gov/downloader/>

Watershed boundaries. California Interagency Watershed Mapping Committee. 2018. Calwater 2.2.1.
<https://gispublic.waterboards.ca.gov/portal/home/item.html?id=be2edf6d62f54e7a82594ad7f5464209>

Intermediary Data Sets, CAL FIRE FRAP. 2023.
<https://osfmhsz.blob.core.windows.net/public/index.html>

Anticipated benefits from this regulatory action:

While this regulatory action has very limited direct impacts, broad compliance with fire prevention measures by directly affected persons results in improved outcomes for the protection of life and property against wildfire.

Measures include more effective use of statutory requirements such as wildland-urban interface building standards for new construction, use of natural hazard real estate disclosure at time of sale, 100-foot defensible space clearance requirements around buildings, and State Minimum Fire Safe Regulations such as road widths, water supply, and signage.

Benefits of the Regulations to the Health and Welfare of California Residents, Worker Safety, and the State's Environment.

These regulations will provide a direct benefit to the public safety of the people of California. The OSFM has determined that this regulatory proposal will benefit public safety by providing directly affected persons with improved resources to identify the most effective measures for fire prevention and mitigation.

Small Business Determination:

Businesses may self-identify as part of their public participation in the regulatory process. However, the public safety requirements of this program do not require disclosure of business details which would identify a "small business," as it is defined by Government Code 11342.610.

The OSFM has made the initial determination that these proposed regulations will have no "substantial" effect to small businesses as identified.

Alternatives:

The OSFM has determined that no alternatives would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action; or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

The requirements for legal compliance are not changed by the FHSZ classifications, therefore alternatives to the proposed regulations would not provide an option that would provide a benefit to directly affected persons.

In the SRA, fire prevention requirements are enforced uniformly. All individuals who are legally required to comply with these regulations are located in the SRA. Within the OSFM's regulatory authority, all locations in the SRA are subject to the same requirements, rights, responsibilities, conditions, prescriptions, and other regulatory elements.

Use of Required Standards:

The OSFM has not identified a performance standard which would replace the model used to determine hazard classifications in the SRA and prevent any unnecessary regulatory burden on private individuals. The model used for this development, and the future compliance with development requirements in PRC Section 4202 required a multiyear effort, participation and coordination across multiple governmental agencies, participation by a variety of science and technical professionals. There is no performance standard that can be reasonably expected to be as effective and less burdensome, than the standard included in the proposed regulations.

Facts, evidence, documents, testimony, or other evidence relied upon to support an initial determination that the regulation will not have a significant adverse economic impact on business:

The OSFM has initially determined that the proposed regulations will not have a significant adverse economic impact on business. In the SRA, fire prevention requirements are enforced uniformly. All individuals who are legally required to comply with these regulations are located in the SRA. Within the OSFM's regulatory authority, all locations in the SRA are subject to the same requirements, rights, responsibilities, conditions, prescriptions, and other regulatory elements. As noted above, because the requirements for legal compliance are not changed by the FHSZ classifications, the proposed regulations are not anticipated to have a significant economic impact on businesses.

Coordination with Federal Law:

The SFM has determined that this proposed regulatory action neither conflicts with nor duplicates any federal regulation contained in the Code of Federal Regulations.

FHSZ Statewide and County Acres Comparison

This table shows the updated FHSZ acreage* designations by county after adjustments were made to the November 21, 2022 FHSZ map following public comment. These adjustments are reflected in the new map dated June 15, 2023 and resulted in 106,543 acres receiving an updated designation, of those, 67,140 acres of Very High FHSZ were reclassified to High and Moderate.

*The numbers in the table reflect a precision adjustment to show zones in whole acres.

**County percentages rounded to the nearest tenth of a percent.

County Change		3,541	County Pct		1.4%
Alameda	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	115,864	115,809	-56	
	High	112,041	108,614	-3,427	
	Moderate	24,084	27,566	3,482	
County Change		40	County Pct		0.1%
Alpine	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	14,173	14,164	-9	
	High	14,518	14,497	-21	
	Moderate	5,648	5,679	30	
County Change		34	County Pct		<0.1%
Amador	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	168,197	168,220	22	
	High	103,474	103,463	-11	
	Moderate	16,154	16,142	-12	
County Change		132	County Pct		<0.1%
Butte	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	389,002	389,014	11	
	High	121,516	121,500	-15	
	Moderate	25,602	25,606	4	
County Change		17	County Pct		<0.1%
Calaveras	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	355,112	355,104	-9	
	High	167,624	167,629	4	
	Moderate	3,895	3,900	5	
County Change		8	County Pct		<0.1%
Colusa	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	172,298	172,298	0	
	High	72,555	72,551	-4	
	Moderate	1,767	1,771	4	

County Change		10,433	County Pct	5.4%
Contra Costa	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	71,590	68,857	-2,733
	High	115,997	118,696	2,700
	Moderate	4,605	4,639	34
County Change		25,508	County Pct	13.4%
Del Norte	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	71,016	45,650	-25,365
	High	29,449	53,449	24,000
	Moderate	89,564	90,929	1,366
County Change		12	County Pct	<0.1%
El Dorado	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	419,622	419,622	0
	High	109,323	109,327	4
	Moderate	19,587	19,582	-4
County Change		11	County Pct	<0.1%
Fresno	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	291,785	291,792	7
	High	382,388	382,383	-5
	Moderate	129,325	129,323	-2
County Change		0	County Pct	0.0%
Glenn	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	106,884	106,884	0
	High	185,719	185,719	0
	Moderate	4,684	4,684	0
County Change		1,353	County Pct	0.1%
Humboldt	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	493,624	492,409	-1,214
	High	673,356	674,653	1,296
	Moderate	445,492	445,410	-82
County Change		0	County Pct	0.0%
Imperial	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Moderate	1,780	1,780	0
County Change		8	County Pct	<0.1%
Inyo	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	2,085	2,085	0
	High	131,905	131,909	4
	Moderate	217,097	217,092	-4

County Change		857	County Pct	<0.1%
Kern	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	641,441	641,328	-113
	High	781,819	781,155	-663
	Moderate	400,673	401,450	776
County Change		0	County Pct	0.0%
Kings	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	31,828	31,828	0
	High	95,103	95,103	0
	Moderate	22,066	22,066	0
County Change		78	County Pct	<0.1%
Lake	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	366,812	366,772	-40
	High	22,343	22,352	9
	Moderate	6,218	6,249	31
County Change		1,981	County Pct	0.2%
Lassen	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	424,204	423,396	-809
	High	528,007	527,571	-436
	Moderate	98,439	99,684	1,245
County Change		612	County Pct	0.1%
Los Angeles	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	461,184	460,580	-604
	High	17,013	17,292	279
	Moderate	17,551	17,877	325
County Change		113	County Pct	<0.1%
Madera	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	123,990	123,990	0
	High	218,212	218,109	-103
	Moderate	35,574	35,676	103
County Change		21	County Pct	<0.1%
Marin	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	26,272	26,271	0
	High	102,233	102,214	-19
	Moderate	71,502	71,521	20
County Change		<1	County Pct	<0.1%
Mariposa	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	219,165	219,164	0
	High	206,174	206,174	0
	Moderate	18,276	18,276	0

County Change		532	County Pct	<0.1%
Mendocino	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	803,472	803,209	-263
	High	735,903	735,960	57
	Moderate	314,523	314,729	206
County Change		<1	County Pct	<0.1%
Merced	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	109,153	109,153	0
	High	188,161	188,161	0
	Moderate	96,579	96,579	0
County Change		1,963	County Pct	0.3%
Modoc	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	293,038	291,930	-1,107
	High	239,103	239,418	315
	Moderate	100,014	100,806	792
County Change		111	County Pct	<0.1%
Mono	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	17,641	17,625	-16
	High	134,669	134,601	-68
	Moderate	103,295	103,379	84
County Change		348	County Pct	<0.1%
Monterey	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	750,008	749,742	-266
	High	475,477	475,700	223
	Moderate	63,119	63,161	42
County Change		254	County Pct	0.1%
Napa	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	265,142	265,172	31
	High	78,296	78,296	1
	Moderate	17,583	17,552	-31
County Change		89	County Pct	<0.1%
Nevada	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	303,863	303,901	38
	High	76,021	75,942	-79
	Moderate	2,153	2,193	41
County Change		773	County Pct	0.7%
Orange	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	102,749	102,029	-720
	High	2,624	3,196	573
	Moderate	831	978	147

County Change		42	County Pct	<0.1%
Placer	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	235,050	235,071	21
	High	78,999	78,994	-5
	Moderate	43,591	43,574	-16
County Change		655	County Pct	0.1%
Plumas	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	354,632	354,227	-405
	High	52,632	52,774	142
	Moderate	30,238	30,501	263
County Change		117	County Pct	<0.1%
Riverside	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	533,507	533,565	58
	High	37,862	37,864	2
	Moderate	63,608	63,549	-59
County Change		<1	County Pct	<0.1%
Sacramento	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	1,346	1,347	0
	High	25,757	25,757	0
	Moderate	86,421	86,421	0
County Change		21	County Pct	<0.1%
San Benito	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	398,380	398,384	4
	High	268,028	268,022	-6
	Moderate	62,532	62,534	2
County Change		39,637	County Pct	11.5%
San Bernardino	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	170,406	147,294	-23,111
	High	75,063	81,343	6,280
	Moderate	99,305	116,136	16,832
County Change		1,169	County Pct	0.1%
San Diego	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	856,062	855,162	-900
	High	127,566	128,089	524
	Moderate	183,004	183,380	376
County Change		<1	County Pct	<0.1%
San Joaquin	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	32,326	32,326	0
	High	33,350	33,350	0
	Moderate	79,478	79,477	0

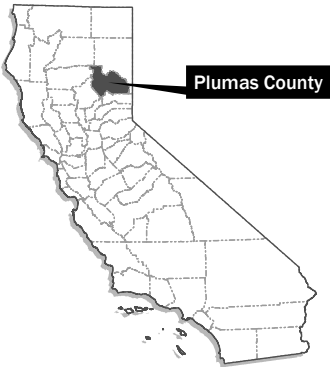
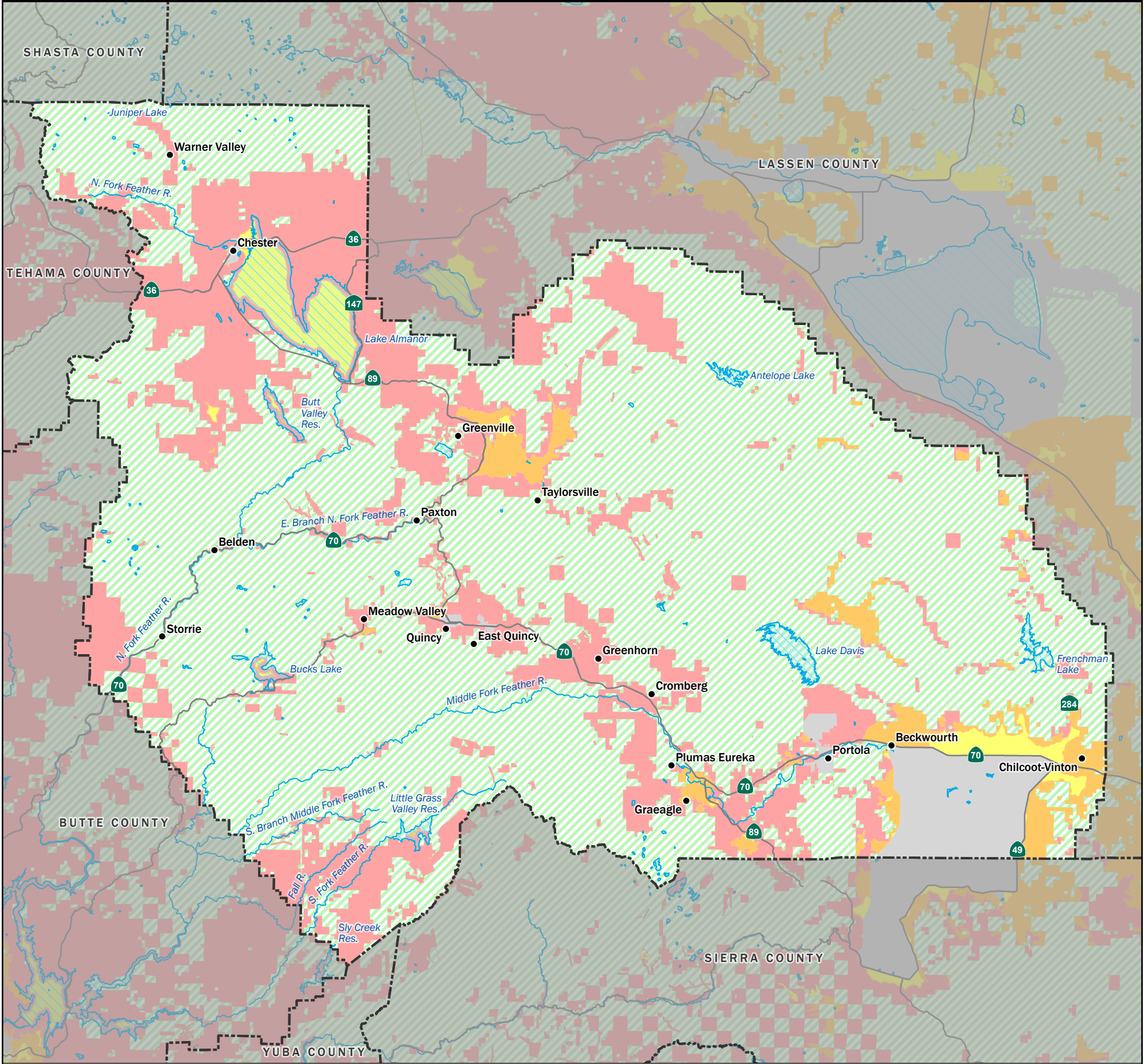
County Change		9,425	County Pct	0.6%
San Luis Obispo	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	602,400	594,510	-7,890
	High	780,685	788,023	7,338
	Moderate	145,786	146,338	553
County Change		7	County Pct	<0.1%
San Mateo	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	53,782	53,782	1
	High	114,234	114,232	-2
	Moderate	8,421	8,422	1
County Change		592	County Pct	0.1%
Santa Barbara	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	503,223	502,952	-271
	High	210,730	210,652	-78
	Moderate	83,303	83,652	349
County Change		140	County Pct	<0.1%
Santa Clara	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	409,265	409,195	-69
	High	123,734	123,744	10
	Moderate	24,691	24,750	59
County Change		4	County Pct	<0.1%
Santa Cruz	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	24,933	24,933	0
	High	169,689	169,688	-1
	Moderate	33,954	33,956	2
County Change		431	County Pct	<0.1%
Shasta	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	1,170,259	1,170,037	-222
	High	189,190	189,176	-14
	Moderate	5,848	6,084	236
County Change		590	County Pct	0.4%
Sierra	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	121,235	120,984	-251
	High	31,855	31,753	-102
	Moderate	3,618	3,972	354
County Change		1,764	County Pct	0.1%
Siskiyou	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	1,064,198	1,063,355	-843
	High	282,200	282,023	-177
	Moderate	37,829	38,849	1,020

County Change		8	County Pct	<0.1%
Solano	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	31,570	31,574	4
	High	27,416	27,414	-2
	Moderate	27,987	27,985	-2
County Change		1,298	County Pct	0.2%
Sonoma	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	325,678	324,610	-1,068
	High	272,366	273,229	863
	Moderate	196,013	196,218	205
County Change		171	County Pct	<0.1%
Stanislaus	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	217,127	217,127	0
	High	156,121	155,951	-170
	Moderate	52,248	52,418	170
County Change		15	County Pct	<0.1%
Tehama	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	761,557	761,553	-5
	High	461,100	461,096	-4
	Moderate	61,955	61,964	9
County Change		0	County Pct	0.0%
Trinity	FHSZ	Nov 21, 2021 Acres	June 15, 2023 Acres	Change Acres
	Very High	471,662	471,662	0
	High	13,684	13,684	0
	Moderate	3,186	3,186	0
County Change		11	County Pct	<0.1%
Tulare	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	221,301	221,293	-8
	High	198,108	198,114	6
	Moderate	180,233	180,236	3
County Change		985	County Pct	0.3%
Tuolumne	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	238,869	239,772	903
	High	115,357	114,426	-931
	Moderate	4,156	4,184	28
County Change		237	County Pct	0.1%
Ventura	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres
	Very High	340,936	341,173	237
	High	12,493	12,257	-235
	Moderate	1,908	1,907	-2

County Change		340	County Pct	0.2%	
Yolo	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	117,663	117,591	-72	
	High	44,466	44,264	-202	
	Moderate	17,107	17,381	274	
County Change		53	County Pct	<0.1%	
Yuba	FHSZ	Nov 21, 2022 Acres	June 15, 2023 Acres	Change Acres	
	Very High	119,313	119,276	-37	
	High	69,070	69,095	25	
	Moderate	21,354	21,366	12	

State Responsibility Area Fire Hazard Severity Zones

June 15, 2023

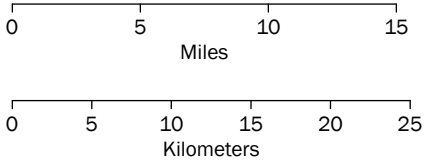


Fire Hazard Severity Zones in State Responsibility Area (SRA)

Very High	354,227 Acres
High	52,774 Acres
Moderate	30,501 Acres

Fire Protection Responsibility Areas (non-SRA)

Federal Responsibility Area (FRA)
Local Responsibility Area (LRA)
Waterbody



Projection: NAD 83 California Teale Albers
Scale: 1:475,000 at 11" x 17"

Public Resources Code 4201-4204 directs the California Department of Forestry and Fire Protection (CAL FIRE) to map fire hazard within State Responsibility Areas (SRA) based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. These zones, referred to as Fire Hazard Severity Zones (FHSZ), classify a wildland zone as Moderate, High, or Very High fire hazard based on the average hazard across the area included in the zone.

Access PDF versions of the maps at <https://osfm.fire.ca.gov/fhsz-maps>. For more information, please visit the Frequently Asked Questions document for the 2023 Fire Hazard Severity Zones at <https://osfm.fire.ca.gov/fhsz> or scan the QR code at right. If you have further questions, please call 916-633-7655 or email FHSZcomments@fire.ca.gov.



Scan or click the QR code for more information and to visit the interactive FHSZ viewer.

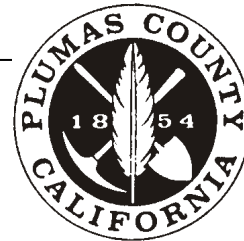
The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps. Obtain FRAP maps, data, metadata, and publications at <https://frap.fire.ca.gov>. For more information, please call 916-633-7655 or email FHSZcomments@fire.ca.gov.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources,
California Natural Resources Agency
Daniel Berlant, Acting State Fire Marshal,
California Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA22_2)

PLUMAS COUNTY

CALIFORNIA Administrative Officer



TO: Honorable Chair and Board Supervisors

FROM: Debra Lucero, CAO

MEETING DATE: August 8, 2023

SUBJECT: CAO Report 7/04/23 – 8/01/23

BUDGET & AUDIT STATUS

Target Dates

8/3/23 – Second Preliminary Adopted Budget imported into Munis; schedules & commentary available for CLA, Audit-Controller, CAO to review

8/15/23- Final Adopted Budget schedules complete & sign-off on publishing & distribution to Board

9/29/23 – Board meeting to approve Adopted Budget

GRANTS MANAGER

- Assisting Environmental Health with a Hazard Mitigation Grant due July 31 to complete a commodity flow study of hazardous materials transportation throughout the county.
- Working with Dixie Fire Collaborative on the Community Resilience Center project development grant due September 18
- Continue to finalize ARPA community grant awardees
- Worked on broadband coordination – met with CPUC, Tilson Team (RCRC), Matt Peterson
- Back up for planning on three CalOES grants due Aug 4
- Provided support to applicants for Microenterprise Business Assistance and Recovery Grant Program
- SAM number management (federal grant portal) – Updated banking information on central account, working with departments that have separate accounts to update theirs.

RISK MANAGEMENT & CAL-OES UPDATE

1. Travis Goings attend the Trindel board meeting with CAO Debra Lucero and he was elected to the Executive committee.
2. Trindel audit took place in late June. Results should be out towards the end of July.
3. Worked with Trindel on mitigating the leak at the Courthouse.
4. Working on winter storms, Submitted request for Small Business Assistance.
5. Working with Cal OES on the review of our Emergency Operations Plan.
6. Working with Social Services and Public Health regarding Mass Care and Shelter Plan.

7. Working on tracking ICS trainings for all county employees.

CLIFTON, LARSON & ALLEN (CLA UPDATE)

Highlights for July:

In conjunction with CLA and the Auditor-Controller's Office, the CAO's office sent the following email to 23 Special Districts to begin to integrate them into our new payroll system. To date, we've received 15 responses back (11 to continue payroll services and 1 to transition to their own accounting; 2 are utilizing their own system now and 9 are outstanding at this point. We will follow up with these 9 districts to learn what they want to do. This will help us strategize how to best streamline processes for the districts and the County and how to integrate them into our Munis system.

Dear Special District:

Currently, the County of Plumas has been entrusted by the SPECIAL DISTRICT NAMED HERE to perform payroll services for its employees. The County is undergoing a project to upgrade the payroll system used and integrate it with the County's financial system. This upgrade is necessary as the current payroll system is no longer supported by its system provider. There is a risk of this system encountering an issue or failure and consequently, payroll services could potentially be disrupted.

*As part of the project plan to make the transition and upgrade the system, the County is requesting each Special District to advise the county how they would like to continue. **Please respond to this email by July 21, 2023**, with your District's choice of:*

- ***Yes, please include our District in the payroll system transition & continue to provide payroll services. Annual system and/or administration fees may be incurred by the District. See below for more information.***
- ***No, please exclude our District from the payroll transition. The District will transition to managing their payroll services directly. The County will reach out to the District to plan a turnover meeting.***

For Special Districts who would like to continue using the County for payroll services, additional information will be provided in the coming months. In the meantime, please make sure the District is setup with its own unique and active Employee Identification Number. More information on obtaining this can be found at [Apply for an Employer Identification Number \(EIN\) Online | Internal Revenue Service \(irs.gov\)](#). If you already have this number, please provide it in your response to this email.

We appreciate your attention to this matter. If you have any questions, please let me know.

We are waiting to hear from the following 5 special districts:

1. Crescent Mills Fire
2. Sierra Valley Fire
3. West Almanor CSD
4. Almanor Park & Rec
5. Indian Valley Park & Rec

Additionally, CLA assisted us in the following:

- **On budgeting** - We have been getting rid of inactive accounts. 28 have been identified with 7 still outstanding as to where they belong. We are preparing the second import of the new budget into Munis. Last time we attempted this, 20 accounts were found missing. We have identified those and the Auditor-Controller's office completed the set-up for these accounts and they will be integrated into the required
520 MAIN STREET ♦ ROOM 309 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6446 ♦ FAX (530) 283-6288

reports. Supplemental additions to the Budget Book on Debt Services, Capital Improvements & Fixed Assets have been added. Loans have been discussed and documented and it's been decided to payoff of loans from the General Fund in period 13 of FY22/23 if possible. The loans are as follows:

1. Airport Loan – 6/1/15, \$20,000, 4.57% per annum, 3 year loan due 6/1/18, for purchase of jet refueling truck and incidental tank conversion. Airport has money to pay this loan + interest off, so Auditor-Controller will calculate interest and bring the payoff information before the Board for approval to pay in August. This payoff can be booked to FY22-23, Period 13, so there is no need to budget for this in FY23-24. Therefore, we will remove the line items for \$20,000 principal payment and \$2,000 interest payment from the FY23-24 budget in 20891.
2. Flood Control Loan – Beginning 4/1/15, multiple loans totaling \$743,568, @pool rate for one year, use unknown. Flood Control/26100 is a Special District directed by the Board. FC has money to pay off these loans + interest, but Auditor-Controller needs FY22-23 pool rate to complete calculation for Board approval to payoff. The FY22-23 pool rate will be determined during the ongoing investment reconciliations process. This payoff can be booked to FY22-23, Period 13, so there is no need to budget for this in FY23-24 (0 has been budgeted, so nothing to remove). To be presented to the Board for payment approval upon completion of pool rate calculation and subsequent interest calculation.
3. Beckworth CSD Loan – 3/1/15, \$15,000, rate of county's idle funds, due 6/30/19, use unknown. Beckworth/26080 is a Special District directed by the Board. Auditor-Controller to confirm this is unpaid. If unpaid, the idle funds rate will be determined during the ongoing investment reconciliations process. Payoff to be booked to FY22-23, Period 13, with nothing budgeted in FY23-24. If payment is needed, to be presented to the Board for payment approval upon completion of idle fund rate and subsequent interest calculation.

On the audit process – The Auditor-Controller gave an update to the Board of Supervisor on Aug. 1, 2023. Items that are pending for the Auditor Controller **GASB 87 completion** date is the week of 8-14-23. **Internal Services Funds allocations** which are done at the end of the audit to avoid any changes to the ISF after the spreadsheet has been completed. The **Transit Operators Audit Report from Vasquez Company LLP** which is being held up due to information needed from the County to complete and that includes the cash reconciliation. **The final cash reconciliation between the County general ledger and cash and investments in the Treasury.** The Auditor-Controller believes there will be more interest to apportion into FY21/22 since a \$10,537.25 interest deposit was made on 7/21/23. Once all new interest is booked and reconciled, the Auditor-Controller will need to provide Smith and Newell with a new trial balance, and schedule another site visit. Smith and Newell are booking out and once they are done with the site visit and all outstanding items are sent; it will be another 30 days before a final audit report is generated. The Auditor-Controller is sending out the FY22/23 SEFA information and deferred revenue sheets to county departments this week to try to stay on top of the FY22/23 audit which is due March 31, 2024.

APPLICATION FOR A “FELLOW” FOR PLUMAS COUNTY

We have been notified by the International Economic Development Council (IEDC) and its partners that Plumas County was chosen out of 700 applications to go to the “next level” interview for a fellow. IEDC is seeking to place up to 65 Economic Recovery Corps (ERC) Fellows within partnering organizations to activate economic development projects or plans that generate new practices and paradigms for equitable and inclusive change. The CAO's office put in an official letter of interest to support tourism development in Plumas County and specifically to implement the “Community Action Plan: Recreation Economy for Rural Communities – Quincy, Plumas County California” which came out in November 2022.

The program officially launches with the opening of the application cycle for organizations interested in hosting a full-time fellow for 2.5 years (30 months). There is no cost to host a fellow, as the ERC will provide compensation directly to fellows. Host organizations had to submit their expression of interest and initiate the application process by June 30, 2023. Fellow applications will run through mid-August. Host placements will

finalize in December 2023, with fellows beginning work with their communities starting in January 2024 and ending in June 2026.

“Fellows will serve as a powerful resource for organizations looking to drive sustainable economic growth, revitalize their community, and build long-term resilience,” said IEDC President & CEO Nathan Ohle. “These talented, passionate Fellows will help to drive more equitable economic outcomes that will bring a brighter future and be felt for generations to come.”

ENERGY ASSESSMENT

Engie presented to the Board of Supervisors July 18. To date, Engie has provided a DRAFT project. On August 1, 2023, the BOS decided to move to the next phase (still at no cost to the County) and develop a proposal. This phase will take up to 5 months and a formal proposal will be presented at the next phase.

COUNTY DEPARTMENTS / EMPLOYEE DEVELOPMENT

- 1. Facility Services** – 3 toilets in the courthouse have not worked since the plumbing repair. These include the Judge’s toilet, the DA’s toilet and the Grand Jury’s toilet. Cost to repair is \$13,900. We may need an overall assessment on the Courthouse for maintenance.
- 2. Fair** – We brought back Employee Appreciation Night at the Fair where the following folks were honored with 5, 10, 15, 20, 25, 30 and 35-year pins (Actual years of service is noted in the far right column). Chair Greg Hagwood and Supervisor Kevin Goss gave out the pins. It’s truly amazing the length of commitment from folks. Congratulations to everyone (especially our 35-year pin recipients: Joe Blackwell and Mark Kratz); and many thanks to organizers Michelle Blackford, Julie White, Marcy DeMartile, John Steffanic. (Environmental Health & IT departments are not included in these totals as data was not received by the deadline). There’s still time to get your pin, though. Let Michelle Blackford know).

5 YEARS

	Dept	Actual
Rob McAdams	Fac. Serv.	6
Brandon Thorton	Fac. Serv.	5
Kim Blackwell	Prob	6.78
Olivia Denison	Prob	7.73
Joseph Lee	Prob	6.78
Mark Mah	Prob	6.45
Morgan Leathers	Prob	5.32
Amanda Meisenheimer	Prob	6.76
Daniel Perreault	Prob	5.39
Bernice Batick	Fair	5

Robert Caldwell	Road	5
Frank Damien	Road	8
Jeremy Griffin	Road	8
Andrew Hammond	Road	5
Timothy Reilley	Road	9
Russell Robinson	Road	7
Daniel Taylor	Road	9
Robert Thorman	Road	8
Darren Treumer	Road	8
Daniel Wiley	Road	6
Evan Hasse	Eng	5
Tim Evans	Planning	6
Cory Bromby	Assessor	8
Stephanie Edwards	Assessor	7
Debbie Wingate	Soc Serv	9
Idette Halverson	Soc Serv	8
Melissa Smith	Soc Serv	7
Tina Perez	Soc Serv	7
Yolanda Underwood	Soc Serv	7
Jennifer Bromby	Soc Serv	6
Samantha Rick	DA	9.44
Nicole Romero	DA	5
Cyndi Tweedle	HR	6
Lindsay Fuchs	Library	5
Holly Johnson	Library	5

Maggie Rahn	Library	5
Lori Metcalf	Library	6
Pandora Valle	Library	7
Elizabeth Soder	Auditor	7
Amanda Higgins	Auditor	5
Jeffery Achilles	Behav Health	9
Kathleen Schwartz	Behav Health	9
Jessica McGill	Behav Health	8
Robert McGill	Behav Health	7
Gary Sanderson	Behav Health	6
James Burkhalter	Behav Health	6
Sam Chandler	Behav Health	6
Anne Nielson	Behav Health	6
Matthew Ward	Behav Health	6
Amy Miller	Behav Health	6
Shannon, Che	Behav Health	5
Erica Fletcher-Chavez	Behav Health	5
Juanita LaMattina	Behav Health	5
Eliza Fletcher	Behav Health	5
Paige Connell	Behav Health	5
Jeff Miller	Building	8
Liliana Ah Wah	Building	7
Kris Guess	Building	5
Danielle Blust	Pub Health	8
Joanne Danielson	Pub Health	6

Dorrie Philbeck	Pub Health	5
Maricela Ramos	Pub Health	5
Audrey Rice	Pub Health	9
Nicole Reinert	Pub Health	5
Debbie Hausen	Pub Health	8
Bobby Rodriguez	Pub Health	6
Katrina Wright	Pub Health	6
Michael Brubaker	Sheriff	9
Kyle Froggatt	Sheriff	7
Jesse Leiss	Sheriff	6
Mary Frazier	Sheriff	7
Alex Saez	Animal Cont	9
Katherine Clubb	Treas	8

10 YEARS

	Dept	Actual
Doris McMahon	Prob	10.83
Joseph Buckley	Road	13
Jared Morris	Road	10
Jeff Olschowka	Road	10
Frank Perez	Road	12
Jessica Bennett	Soc Serv	10
Ana Marmolejo	Soc Serv	10
Christina Renteria	Soc Serv	10
Julie Hagwood	Clerk/Rec	10

Stephanie Tanaka	DA	10
Brianna Martin	DA	10
Kegan Hood	Behav Health	13
Kristy Pierson	Behav Health	13
Dana Krinsky	Pub Health	14
Art Davis	Pub Health	12
Donnika Hamilton	Pub Health	10
Kathleen Hock	Pub Health	12
Rodney Merriman	Pub Health	12
John Rix	Pub Health	13
Bjorn Berg	Sheriff	12
Chris Driscoll	Sheriff	13
Robert Gott	Sheriff	11
Tyler Hermann	Sheriff	11
Tom Klundby	Sheriff	14
Christina Vickrey	Sheriff	10
Jacob Vickrey	Sheriff	12
Tanner Hermann	Sheriff	12

15 YEARS

	Dept	Actual
Jeremiah Moore	Facility Serv	18
Dustin Vert	Facility Serv	17
Martha Vaughan	Prob	19
Walter Beam	Road	16

Joey Blackwell	Road	18
Jerry Crump	Road	16
Colleen Foster	Road	18
Jim Johnson	Road	18
William Knecht	Road	16
Josua Mille	Road	18
Ashley Achter	Soc Serv	17
Janell Sommer	Soc Serv	17
Consuelo Belcher	Soc Serv	16
Tina Terrazas	Clerk/Rec	16
Windi Lambach	Clerk/Rec	16
Jessica Beatley	DA	19
Sheri Johns	DA	16
Karen Shaver	HR	18
Martee Graham	Auditor	18
Sharon Sousa	Behav Health	17
Dana Stivers	Behav Health	16
Ingrid Tande	Behav Health	18
Jeri Burzloff	Library	17
Linda Hale	Library	19
Travis Goings	Risk Mgmt	18
Lori Beatley	Pub Health	15
Jana McDowell	Pub Health	15
Annette Kelly	Pub Health	17
Matthew Beatley	Sheriff	18

John Fatheree	Sheriff	15
Tom Froggatt	Sheriff	17
Cassie Lavley	Dispatch	14
Ron Kelley	Jail	15

20 YEARS

	Dept	Actual
Bruce Robbins	Facility Serv	20
Martha Vaughan	Facility Serv	19.39
Mark Crews	Road	24
Russell Furtado	Road	20
Adam Heard	Road	22
Becky Osborn	Planning	21
Charles Leonhardt	Assessor	23
Cynthia Froggatt	Assessor	22
Neal Caiazzo	Soc Serv	20
Dave Hollister	DA	20
Kristy Kratz	Child Supp	20
Pam Keller	Child Supp	23
Rich Johnston	Behav Health	23
Laura Ashkin	Library	21
Debbie Lundquist	Library	24
Carolyn Vickers	Building	22
Jennifer Langston	Building	20
Tina Venable	Pub Health	24

Jeremy Beatley	Sheriff	21
Steven Clark	Sheriff	20
Holly Taylor	Sheriff	24
Julie White	Treas	22
Kelsey Hostetter	Treas	24

25 YEARS

	Dept	Actual
Keevin Allred	Prob	22.34
Oran Morrison	Fair	25
John Mannle	Road	25
Rebecca Herrin	Planning	28
Heidi Wightman	Planning	28
Pam McKinnon	Soc Serv	26
Lisa Tilford	Child Supp	26
Odessie Welch	Library	28
Kristopher Frazier	Sheriff	27
Mike Grant	Sheriff	25
Mike Meisenheimer	Sheriff	26
Carson Wingfield	Sheriff	28
Becky Grant	Dispatch	28
Veronica Towery	Sheriff	26
Kori Bouma	Vict Witness	26

30 YEARS

Actual

Scott Braswell	Road	32
Janice Thomas	Road	34
James Graham	Road	34
Brenda Kemp	Soc Ser	34
Todd Johns	Sheriff	32
Chad Hermann	Sheriff	30
Steve Peay	Sheriff	32

35 YEARS

	Dept	Actual
Joseph Blackwell	Road	38
Mark Kratz	Road	36

OTHER MEETINGS / ACTIVITIES

1. Met with CLA weekly to go over progress and get updates.
2. Met with Treasurer-Tax Collector and Auditor-Controller about Feather River Tourism Association payments – July 6.
3. Conducted an exit interview with former Public Health Director Dana Loomis – July 6
4. PCMC meeting – July 7
5. Met with Human Resources – July 7
6. Met with CLA & Auditor Controller about special districts, payroll switchover – July 7
7. Met with Engie to discuss presentation – July 10
8. Met with Animal Control and the Sheriff's Office to discuss feral cats – July 10
9. Met with County Counsel about Clerk of the Board functions – July 10
10. Met with Environmental Health – July 10
11. Engie Presentation Meeting – July 10
12. Clerk of the Board meeting to discuss transition – July 11
13. Review of NorCal Continuum of Care/Homeless/Plumas-Sierra Advisory Board – July 12
14. CPUC update on last mile of broadband – July 12 (identifying communities of interest)
15. Sierra Valley Cattle Ranch Tour – July 13
16. CACE Membership Call – twice per month (this is the CA Association of County Executives) – July 14
17. Attended the LAFCO meeting – July 17
18. Met with County Counsel about the Beckwourth Peak Fire District – July 17
19. Met with Feather River Tourism Association in Chester to discuss timely payments, reports, Granicus opportunities, desire of Eastern Plumas county to combine with FRTA in the TBID – July 19
20. Met with Feral Cat coalition to discuss a clinic one- or two-day clinic to spay and neuter cats – July 19

21. Met with CSAC's Brian Rutledge, Planning and Grants Manager to discuss grant management options – July 19
22. Met with County Counsel on outside consulting, Megabyte contract, insurance payouts – July 20
23. Flew to Austin, Texas for a NACo National Association of Counties conference – Attended the Resilient Counties Advisory Board's Planning for Disaster Housing (I chair this committee); the Rural Action Caucus; Healthy Counties Forum; Arts as a Catalyst for Change; Workforce and Economic Mobility Reception; Generating Clean Energy in our Counties; Revitalizing County Health, Public Safety and Legal Systems; Achieving the American Dream: Summit on Strategies to Promote Economic Mobility. Friday, July 21-Monday, 24.
24. Met with the International Economic Development Council (IEDC – Nicole). Plumas County was chosen out of 700 applications to go to the "next level" interview for a fellow – July 25
25. Met with DRC Emergency Services to discuss standby contracts: AKA "As needed" or "on-call"; maximize preparation, response and recovery: mobilization in 24 hours vs. waiting critical days or even weeks; FEMA recognized as a preferred practice (to have agreements in place), etc. (see slide show at end of this report) – July 25.
26. Met with Granicus to discuss Short-Term Rental Assessment and what else Granicus could do for the county. 26 counties in California are now utilizing some form of Granicus to assist with STR's. More to come in August – July 26
27. Met with BH, DA, PH, outside consultant to discuss Care Court implementation – July 27
28. Met with County Counsel to discuss audit delay and CalOES letter/federal funding and corrective action plan – July 27
29. Attended the Fair and Employee Appreciation Night (see list elsewhere in this report) – July 27
30. Met with CLA to draft email to department heads for inactive fund accounts – July 28
31. Met with Dr. Satterfield – July 31
32. Met with Feral Cat Spay & Neuter coalition to discuss details of the event – July 31

TRANSIENT OCCUPANCY TAX REPORT

Granicus generated the following reports: (Also showing is July 2, 2023 so it can be compared to last month's report and the current Aug. 2, 2023 report). More to come on Granicus update in August.

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on July 2, 2023.

418

Properties in or near Plumas County, CA

374

Properties in or near Plumas County, CA with address identified

133

Compliant Short Term Rentals

235

Non-compliant properties

50

Properties with unknown **compliance**

117

Properties that have received letters since first mailing

25

Properties that have received letters and are now compliant

92

Properties that have received letters but are still non-compliant

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on August 2, 2023.

441

Properties in or near Plumas County, CA

397

Properties in or near Plumas County, CA with address identified

135

Compliant Short Term Rentals

256

Non-compliant properties

50

Properties with unknown **compliance**

117

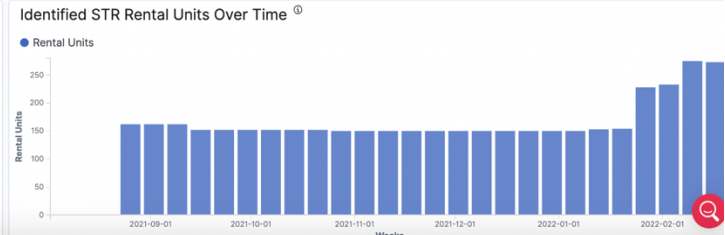
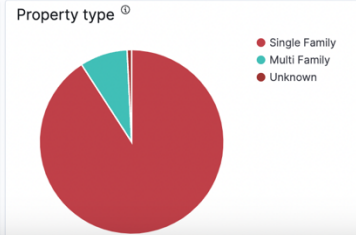
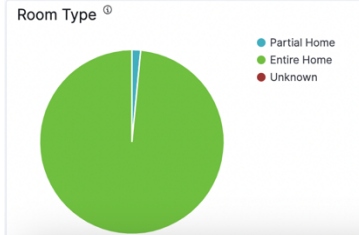
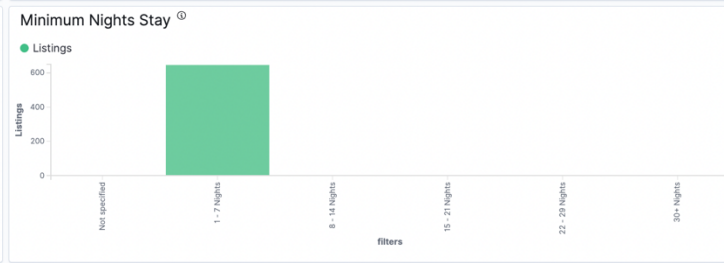
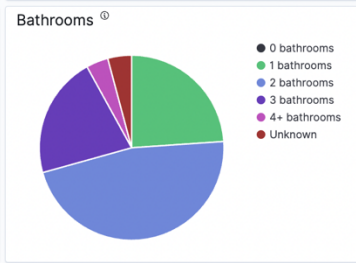
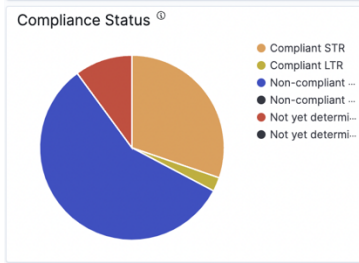
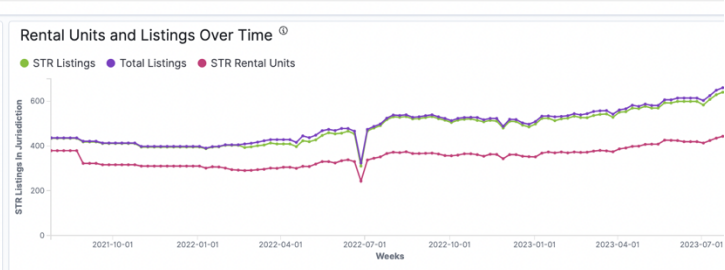
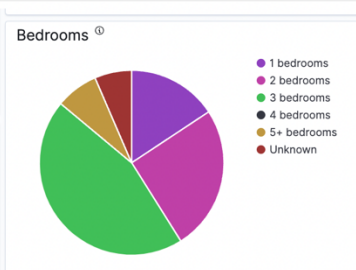
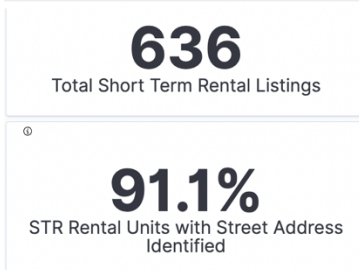
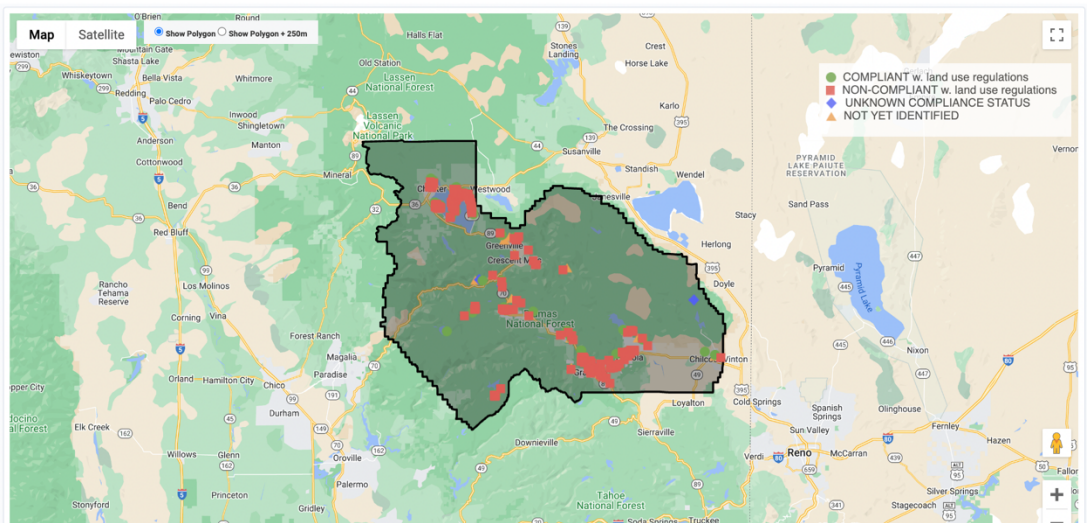
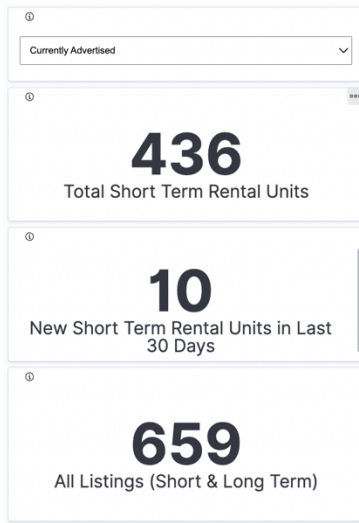
Properties that have received letters since first mailing

24

Properties that have received letters and are now compliant

93

Properties that have received letters but are still non-compliant





TOTAL DISASTER RECOVERY SERVICES

DRCUSA.COM

KRISTY COUGHLIN

California Regional Manager

Email: kcoughlin@drcusa.com

Cell: 530.364.6415

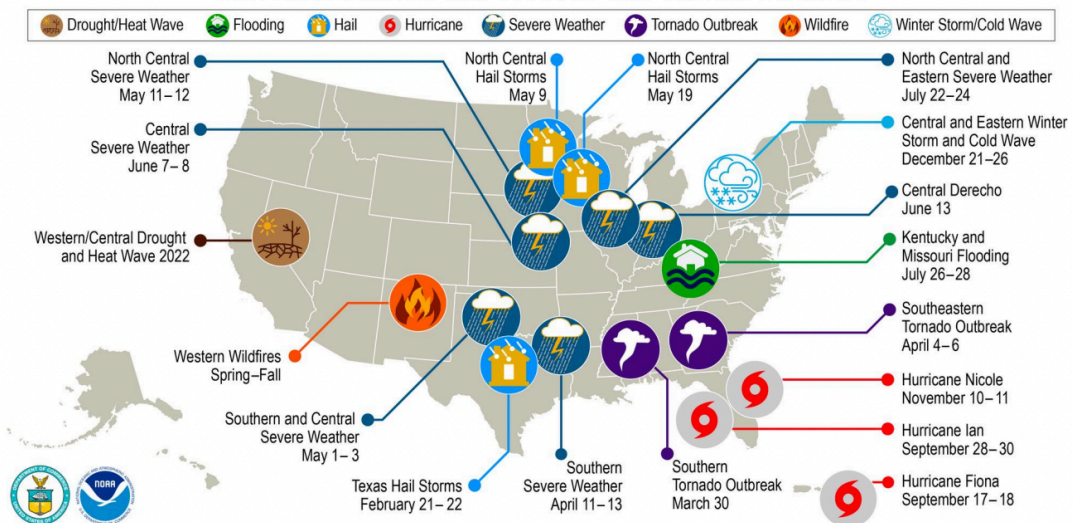


2022 NATURAL DISASTERS

U.S. 2022 Billion-Dollar Weather and Climate Disasters

2022 NATURAL DISASTERS

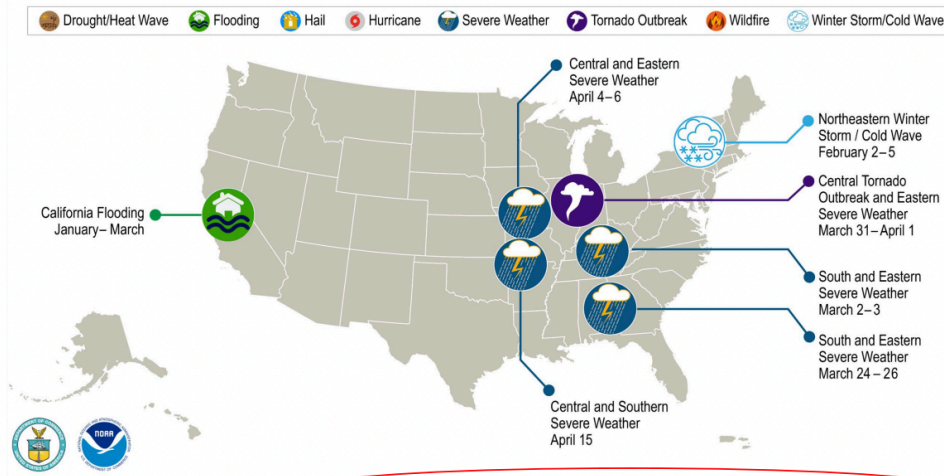
U.S. 2022 Billion-Dollar Weather and Climate Disasters



This map denotes the approximate location for each of the 18 separate billion-dollar weather and climate disasters that impacted the United States in 2022.

ARE YOU PREPARED FOR 2023 DISASTERS & BEYOND?

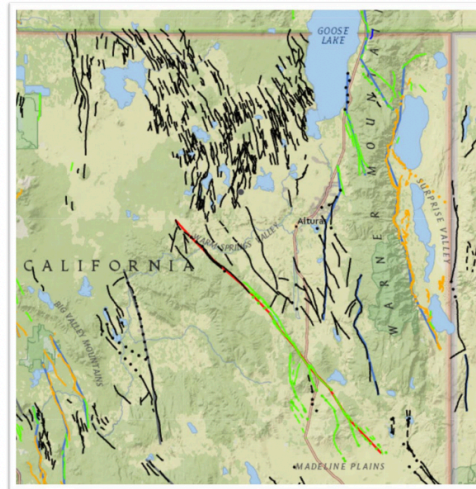
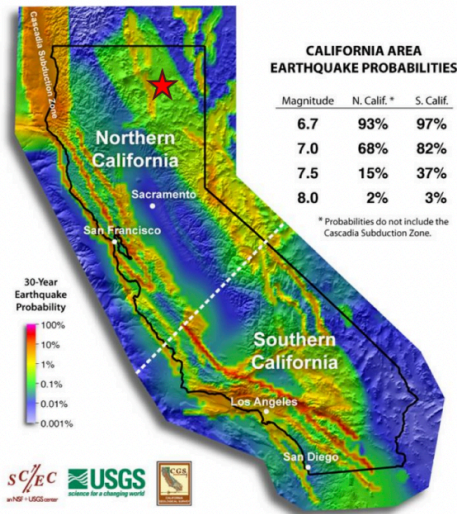
U.S. 2023 Billion-Dollar Weather and Climate Disasters



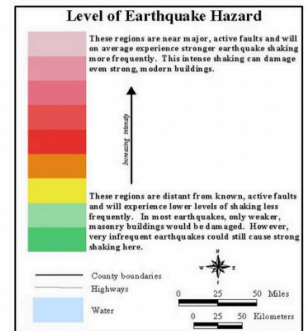
BILLION-DOLLAR EVENTS IN CALIFORNIA FROM 2000-2023

Disaster Type	Events	Events/Year	Percent Frequency	Total Costs	Percent of Total Costs
Drought	14	0.6	40.0%	\$10.0B-\$20.0B	14.3%
Flooding	3	0.1	8.6%	\$5.0B-\$10.0B	6.8%
Freeze	1	0.0	2.9%	\$2.0B-\$5.0B	1.9%
Severe Storm	2	0.1	5.7%	\$1.0B-\$2.0B	1.0%
Tropical Cyclone	--	--	--	--	--
Wildfire	15	0.6	42.9%	\$50.0B-\$100.0B	76.0%
Winter Storm	--	--	--	--	--
All Disasters	35	1.5	100.0%	\$100.0B-\$200.0B	100.0%

SIERRA CASCADE EARTHQUAKE RISK: 76% LIKELIHOOD OF 7.0+ OR LARGER



- MODERATE GROUND SHAKING
- EARTHQUAKE FAULT ZONE
- LIQUEFACTION SEISMIC HAZARD ZONE
- EARTHQUAKE INDUCED LANDSLIDE ZONE
- VERY HIGH FIRE HAZARD SEVERITY ZONE
- LOW HAZARD FLOOD ZONE



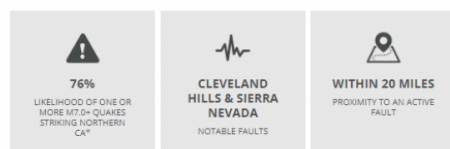
*The 76% probability of one or more magnitude 7.0 earthquakes striking Northern California is based on a 30-year period, beginning in 2014

SHASTA CASCADE COUNTIES: Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity



- The Trinity Mountains, Modoc Plateau, Shasta and Lassen peaks were created by geologic forces that are still shaping the landscape. In addition to volcanoes, this is also earthquake country.
- The Modoc Plateau has both active volcanoes and faults.
- Much of the north-eastern part of the state is actively stretching apart, creating numerous faults, all capable of producing earthquakes.
- Very large earthquakes that occur closer to the Northern California coast could cause damaging levels of ground shaking here too. Even moderate shaking can damage seismically-vulnerable structures and trigger landslides that could quickly block roads and highways.
- Soils in lowland areas away from major faults may be subject to liquefaction. Houses on liquefied soil may settle or even move laterally on gentle slopes. Landslides are possible on steep hillsides.

SHASTA CASCADE



CEA CALIFORNIA EARTHQUAKE AUTHORITY™

STANDBY CONTRACTS: AKA PRE-EVENT OR ON-CALL

THE BEST DISASTER PREPARATION
INCLUDES PROCURING A STANDBY
CONTRACT WITH A QUALIFIED
DISASTER DEBRIS CONTRACTOR
WITH FULL EMERGENCY SERVICES
CAPABILITIES

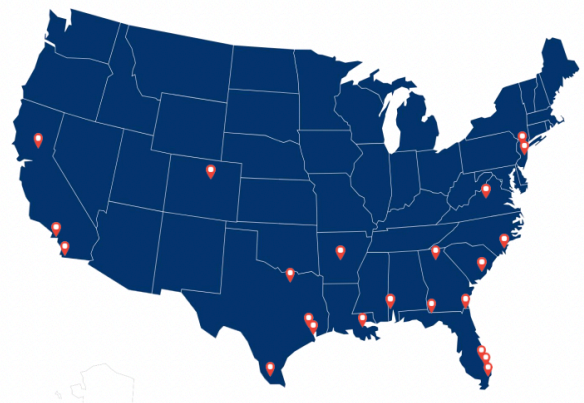
PREPARE • RESPOND • RECOVER



DRC's team has decades of experience providing extensive disaster recovery and emergency management services to federal, state, and local governments.

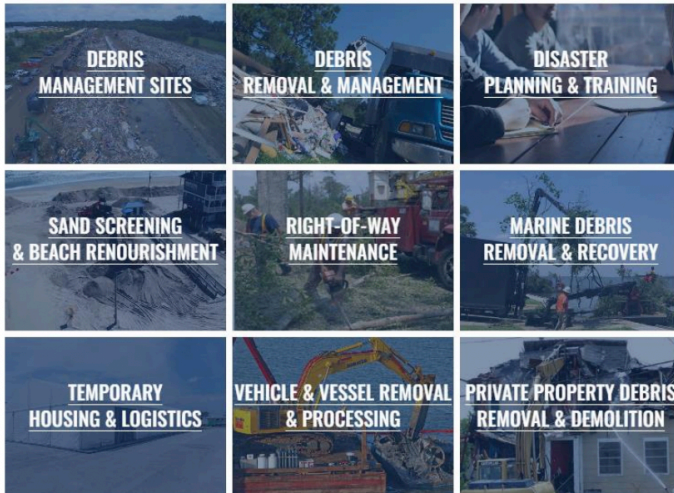
As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response to facilitate the most efficient recovery possible.









THE PRIMARY MISSION OF OUR COMPANY IS TO PROVIDE A PROFESSIONAL, HONEST, AND IMMEDIATE RESPONSE TO NATURAL AND MAN-MADE DISASTERS THROUGHOUT THE WORLD



STRIKING BACK AGAINST DISASTERS

OUR SERVICES



-  **Technical Assistance and Project Management**
-  **Hazardous Tree Trimming & Removal**
-  **Temporary Site Management Reduction, Recycling & Disposal**
-  **Hazardous Waste Segregation**
-  **Wildfire Structural Debris Removal Demolition**
-  **Oil Spill Response and Recovery**
-  **Infectious Disease Planning & Response**
-  **Covid-19 Vaccination Sites and Temporary Hospitals**

SOLID WASTE VS. DISASTER DEBRIS MANAGEMENT



DISASTER DEBRIS DOUBLE UNIT SELF-LOADERS

**ALL MATERIALS HAZ &
NON-HAZ WASTE,
WHITE GOODS, E-WASTE -
NO CONTAINERS REQUIRED**



DISASTER DEBRIS COLLECTION



DISASTER DEBRIS MANAGEMENT PROCESS OVERVIEW

DEBRIS ON STREET



IN HOUSTON, TEXAS - DRC ESTABLISHED AN INDUSTRY RECORD BY RECYCLING 100% OF 5.6 MILLION CU. YDS. IN A SINGLE EVENT

AGROMIN™
Soil for a Greener World™



LANDFILL

WHY IS DRC EMERGENCY SERVICES THE BEST PARTNER FOR YOUR COUNTY & LOCAL COMMUNITIES?



- EXPERIENCE & ASSETS
- BREADTH & CAPABILITIES (SLS & FORGEN)
- CALIFORNIA COMMITMENT
- FINANCIAL STRENGTH
- SUBCONTRACTOR NETWORK
- PERFORMANCE
- FEMA ADMIN. SUPPORT

FEMA REIMBURSEMENT EXPERTISE & ADMINISTRATIVE SUPPORT

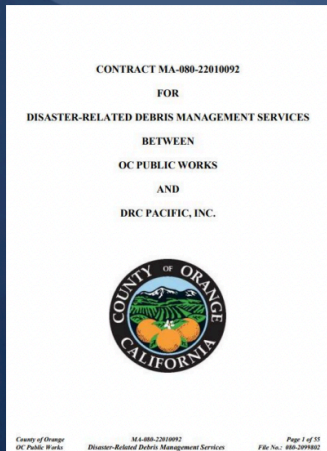


DRC HAS A 33-YEAR RECORD OF ASSISTING LOCAL JURISDICTIONS WITH FEMA REIMBURSEMENTS WITHOUT A SINGLE DE-OBLIGATION. (LINE ITEM LEVEL)

THESE RESULTS ARE ACHIEVED THROUGH:

- INTEGRITY & ETHICS
- KNOWLEDGE & EXPERIENCE
- FEMA EXPERTISE
- MONITORING FIRM COMPLIANCE

NEXT STEPS: RFP *or* JOIN COUNTY COMPARABLE CONTRACT (COOPERATIVE PURCHASING AGREEMENT)



- STANDBY CONTRACTS: AKA "AS NEEDED" OR "ON-CALL"
- MAXIMIZE PREPARATION, RESPONSE & RECOVERY: MOBILIZATION IN 24 HOURS VS. WAITING CRITICAL DAYS OR EVEN WEEKS
- FEMA RECOGNIZED AS A PREFERRED PRACTICE: ASSURES ACCURATE REIMBURSEMENT TO JURISDICTIONS
- SECURED RESOURCES & PROVEN PERFORMANCE: 53 SIMULTANEOUS JURISDICTIONS, NEVER A FAILURE TO PERFORM + HIGHEST FINANCING CAPABILITIES
- EXPERT-LEVEL DISASTER PLANNING & TRAINING AT NO COST
- NO COST UNLESS ACTIVATED: ULTIMATE INSURANCE POLICY WITH ZERO PREMIUMS
- DEVELOP SCOPE OF WORK: PUBLIC DOCUMENTS AVAILABLE FOR REFERENCE
- PUBLISH RFP & AWARD: 5 YEAR TERM

-**OR**- CPA WITH CFR LANGUAGE: COUNTY OF ORANGE/SONOMA - FEMA+



THANK YOU



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TOTAL DISASTER RECOVERY SERVICES

| [DRCUSA.COM](https://drcusa.com)

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND ARCADIS, U.S., Inc.

This First Amendment to Agreement ("Amendment") is made on January 25, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and ARCADIS U.S., Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and ARCADIS U.S., INC. have entered into a written Agreement dated June 14, 2022, (the "Agreement"), in which ARCADIS agreed to provide various services to help Plumas County recover from the Beckwourth Complex and Dixie fires to Plumas County.
 - b. Because more time is needed to complete Task 3 of the Scope of Work, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

The term of this agreement shall be from June 14, 2022 through August 31, 2023, unless terminated earlier as provided herein.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 14, 2022, shall remain unchanged and in full force and effect.

CONTRACTOR:

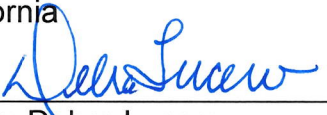
Arcadis U.S., Inc., a Delaware corporation

By: 
Name: James Eisert
Title: Vice President

Date signed: 1/25/2023

COUNTY:

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

By: 
Name: Debra Lucero
Title: County Administrative Officer

Date: 1/26/23

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 **County Administrator's Office** (hereinafter referred to as "County"), and **Arcadis U.S., Inc., a Delaware Company** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed five hundred thousand Dollars (\$500,000.00).
3. Term. The term of this agreement shall be from June 14, 2022 through January 31, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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 negligent error or omission 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 acts, omissions, 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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

- 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. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
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.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

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.

CONTRACTOR has disclosed to the COUNTY that the Pacific Gas & Electric Company ("PG&E") is a past and current client of CONTRACTOR. The COUNTY and CONTRACTOR agree that CONTRACTOR's scope of work under this Agreement will not include services that either the COUNTY or CONTRACTOR view as adverse to the interests of PG&E, and specifically, will not include any type of litigation support or claim support that involves PG&E.

22. Force Majeure. Neither COUNTY nor the CONTRACTOR, including the CONTRACTOR's subcontractor(s), if any, will be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
23. Invoicing and Payments. For services satisfactorily rendered and upon receipt and approval of the invoices, the COUNTY agrees to compensate the CONTRACTOR for services performed in accordance with the rates specified herein (Exhibit B) within 30 days of COUNTY's receipt of such invoices.
- a. CONTRACTOR shall submit invoices not more than bi-weekly (every two weeks) via email to kristinarogers@countyofplumas.com.
 - b. Invoices shall include the following information:
 - i. Contractor's company name and address
 - ii. Date invoice was submitted
 - iii. Billing Period
 - iv. Project Name and Contract Number
 - v. Specified invoice number containing a unique ID
 - vi. Overall total of invoice
 - vii. Quantity of contract line item
 - viii. Rate of contract line item
 - ix. Overall total of contract line item (for services billed within invoice period)
 - x. Clear, scanned, copies of any receipts and/or other supporting documents relating to costs billed.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

24. Changes. At any time after execution of this Agreement, COUNTY may request changes in CONTRACTOR services consisting of additions, deletions, and revisions within the general scope of services being performed by CONTRACTOR under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if COUNTY has notified CONTRACTOR of a change, CONTRACTOR shall submit to COUNTY within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. In addition, should CONTRACTOR be obstructed or delayed in the commencement, performance or completion of the services, without fault on its part, then CONTRACTOR will be entitled to an adjustment in compensation and/or an extension in the schedule.

Notwithstanding the above, COUNTY may direct CONTRACTOR in writing to perform the change prior to approval of price and schedule adjustments by COUNTY. If so directed, CONTRACTOR shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the services originally contemplated.

25. Limitation of Liability. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its directors, officers, employees, agents or subcontractors (collectively "CONTRACTOR Parties"), to COUNTY and anyone claiming by, through, or under COUNTY for any and all injuries, claims, losses, expenses, costs, attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the services or this Agreement shall not exceed the fees paid to CONTRACTOR under this Agreement

Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either COUNTY or CONTRACTOR be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, CONTRACTOR services or this Agreement.

The releases, waivers and limitation of liability set forth in this Section shall apply irrespective of the cause including, but not limited to, the negligent acts or omissions, strict liability, fault, breach of contract, tort, indemnity obligations, or breach of express or implied warranties by or termination of the party whose liability is released, waived or limited.

26. 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:

County Counsel
County of Plumas
520 Main Street, Room 302

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

Quincy, CA 95971
Attention: Gretchen Stuhr

CONTRACTOR:

Arcadis U.S., Inc.
101 Creekside Ridge Court, Suite 200
Roseville, CA 95678
Attention: James Eisert

27. 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.
28. 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.
29. 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.
30. 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.

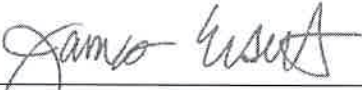
____ COUNTY INITIALS


CONTRACTOR INITIALS ____

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

CONTRACTOR:


Arcadis U.S., Inc., a Delaware corporation


By: 
Name: James Eisert
Title: Vice President
Date signed: 6 / 06 / 2022

By: 
Name: Lynne Fenley
Title: Vice President
Date signed: 6/06/2022

COUNTY:

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

By: 
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: 6/14/2022

ATTEST:

Heidi White
Clerk of the Board of Supervisors

6/9/2022

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

EXHIBIT A

Scope of Work

TASK 1: DOCUMENT CONTROL AND DATA MANAGEMENT

CONTRACTOR to assist the COUNTY to establish programmatic document control, file retention system and data management processes and to provide post-award grant administration including intake of required property specific information and necessary forms.

TASK 2: GENERAL FINANCIAL ACCOUNTING ASSISTANCE

CONTRACTOR to assist the COUNTY in the management of financial accounting needs including documentation for full eligible reimbursement and development of financial models concerning projections of anticipated revenue changes for both long and short term effects of the fire.

CONTRACTOR to assist the COUNTY in insurance claim preparation, coordination, and advice through insurance adjustment process.

TASK 3: INSURANCE COLLECTION ACTIVITIES

The Federal Emergency Management Agency (FEMA), approved Private Property Debris Removal in response to the Beckwourth Complex and Dixie Fires, and the California Governor's Office of Emergency Services (CalOES) and other partners established the Consolidated Debris Removal Program, to safely remove potentially hazardous ash and debris from affected private and approved public properties ("Government Program"). FEMA subsequently approved the removal of hazard trees as part of Private Property Debris Removal, and CalOES and other partners established a hazard tree removal program, also known as the Government Program, to safely remove hazard trees threatening public roads, rights-of-way, and eligible private roads.

Property owners ("Owners") submitted a Right-of-Entry Permit ("ROE") to participate in the Government Programs. The ROE includes a section on reimbursement indicating that all debris and/or hazard tree removal activities are provided by the Government at no direct cost to Owner. However, the Owner agrees to file an insurance claim if Owner possesses insurance. The section also outlines that State and federal laws require Owner to assign any debris or hazard tree removal insurance proceeds to the Government to avoid a duplication of benefits pursuant to 42 USC 5155; 44 CFR 204.62.

Approximately _____ Owners within the Beckwourth Complex and Dixie Fires area who enrolled in the Government Program for debris removal indicated there was an insurance policy in effect at the time of the Beckwourth Complex and Dixie Fire. Approximately _____ Owners within the Beckwourth Complex and Dixie Fires area who enrolled in the Government Program for hazard tree removal indicated there was an insurance policy in effect at the time of the Beckwourth Complex and Dixie Fires. COUNTY obtained insurance policy information from Owners when it collected ROEs for both programs. COUNTY collected insurance proceeds from approximately _____ parcels to date.

In accordance with the CalOES approval for Private Property Debris Removal, COUNTY is required to make reasonable efforts to collect insurance funds allocated for removal of fire debris and/or hazard trees to prevent a duplication of benefits to the Owner pursuant to 42 USC 5155;

COUNTY INITIALS

CONTRACTOR INITIALS

44 CFR 204.62. COUNTY is retaining CONTRACTOR for these Insurance Recovery Services and the associated tasks to prevent duplication of benefits are outlined below.

CONTRACTOR Responsibility for Insurance Collection Activities

Task 3A: Project Management

The COUNTY shall identify a Point of Contact at the COUNTY who will be responsible for coordinating with the CONTRACTOR regarding insurance collection activities. The COUNTY Point of Contact shall provide a comprehensive status of all insurance collection activities to date and shall remain available for questions and/or meetings when requested by the CONTRACTOR.

CONTRACTOR shall be responsible for insurance collection activity project management including:

- Preparing and updating reports and documents that comply with FEMA reporting requirements for potential reimbursement.
- Preparing a detailed Insurance Recovery Work Plan to demonstrate the process workflow and objective for insurance collection activities.
- Maintaining and revising the Work Plan when necessary and providing it to the COUNTY for routine review and approval.
- Conducting calls and meetings as needed with COUNTY to review the Work Plan and associated timelines.
- Conducting a brief bi-weekly status conference call to discuss updates or concerns regarding insurance collection activities.
- Maintaining the overall insurance collection information regarding the Dixie and Beckwourth Complex Fires program for the COUNTY.

Task 3B: Determination of Available Insurance Coverage per Assessor's Parcel Number ("Parcel")

CONTRACTOR shall be responsible for using COUNTY's records for determining which Parcels have insurance coverage. CONTRACTOR shall:

- Identify Parcels with known or uncertain OWNER insurance coverage and maintain a database of property-specific debris and hazard tree removal cost information and/or other related data fields.
- Follow up on incomplete or non-responsive requests for insurance policy information.
- Determine if additional insurance collection activities are need for parcels on which COUNTY has already received payments.

Task 3C: Personal Identifying Information

In accomplishing the Insurance Recovery Services, CONTRACTOR will receive or develop information, data, records, or other materials that contain personal identifying information ("PII") or that are confidential or otherwise private and/or sensitive. CONTRACTOR shall maintain and protect such information to the fullest extent of State and federal law using transparent data encryption, transport layer security, multi-factor authentication, and/or storing data on FedRAMP high-security servers that meet the US Department of Defense Impact Level 4 security requirements. CONTRACTOR shall provide copies to COUNTY of applicable policies,

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

procedures, and best practices that mitigate risk of noncompliance and promote confidential environment for personal information, records, or materials.

Task 3D: Public Outreach

CONTRACTOR shall:

- Establish, maintain, and operate a County webpage to include a telephone number, email address, and mailing address to facilitate communication and operations essential to the Insurance Recovery Services.
- Conduct public relations and prepare outreach materials describing the insurance collection, ensuring that information relating to obtaining insurance policy information and cost recovery from insurance reaches the affected owners.
- Prepare sufficient copies of public relations outreach materials for required mailings and postings to Owners. COUNTY shall provide material and/or equipment required for copying and mailing outreach material.
- Allow COUNTY the opportunity to review all public outreach materials.
- CONTRACTOR may perform work both remotely and in Plumas County during the term of the contract. CONTRACTOR shall make qualified staff available in-person in Plumas County throughout the term of the contract for Owners who request in person appointments.

Task 3E: Insurer and Property Owner Notice

CONTRACTOR shall notice Insurers and Owners as needed to conduct Insurance Recovery Services. CONTRACTOR shall:

- Create Insurer Notices for each Parcel, including a letter to the Insurer, cost table detailing property cleanup costs for the Parcel enrolled in the Government Programs, a copy of the ROE, the Final Report, and necessary supporting documentation.
- Make a reasonable effort for each Insurer Notice to meet the standards of Insurers requirements for payment.
- Notify the Insurer by first class mail ("Insurer Notice") and email, if available, of the existence of the Government Program, that the insured has opted to participate in the Government Program, and that the insured has assigned his or her coverage benefits to COUNTY. COUNTY will provide material and/or equipment required for copying and mailing Insurer Notice.
- Send a second Insurer Notice by certified mail if no payment or response is received from the Insurer within 30 days of the first Insurer Notice. COUNTY will provide record of insurance payment to CONTRACTOR. CONTRACTOR shall manage a database that tracks mail submittal dates, record of payments, and other relevant information as coordinated with the COUNTY.
- Determine appropriate allowances and liabilities for each Parcel to prevent duplication of benefits pursuant to 42 USC 5155; 44 CFR 204.62.
- Send two payment requests, one by first class mail and one by certified mail, to the Owner, similar to the Insurer Notice if the Insurer indicates that payment has been made to the policyholder.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

- CONTRACTOR shall recognize Owner costs for those Owners who provide receipts for eligible debris and/or hazard tree removal take priority in payment over the Government Program costs;
- CONTRACTOR shall recognize that reimbursement for debris and/or hazard tree costs related to the Dixie and/or Beckwourth Complex Fires incurred by the Owner within three years of the date of damage, and not included in the Government Program, shall take priority over reimbursement for the Government Program. Owner shall provide receipts to CONTRACTOR for non-eligible debris removal and/or hazard tree removal work completed on the Parcel. CONTRACTOR shall retain receipts and related paperwork for eligibility review and approval.
- CONTRACTOR shall make reasonable efforts to collect the unused benefit amount (if any) in a coverage category after a structure is rebuilt if coverage for these activities is not a separate insurance category. The ROEs include sections describing assignment of insurance for policies with specific debris or hazard tree removal insurance coverage and those policies with no specified insurance coverage.

Task 3F: Insurance Recovery Payments

CONTRACTOR shall be the main point of contact with Insurers and property owners; however, the COUNTY will provide a comprehensive list of activities to date and daily updates to the CONTRACTOR as the COUNTY may also continue to receive information from the public. The CONTRACTOR will coordinate routinely with the COUNTY Point of Contact as necessary to maintain status updates. Payments for insurance recovery shall be directed to COUNTY'S AUDITOR-CONTROLLER OFFICER by mail at 520 Main Street, Room 2, Quincy, CA 95971. CONTRACTOR shall direct all insurers and property owners to make payments directly to COUNTY with instructions for how to make a payment. THE COUNTY AUDITOR-CONTROLLER OFFICER shall provide routine updates to the CONTRACTOR regarding all payments received for tracking purposes. Payments made directly to CONTRACTOR from Insurers or Owners shall be forwarded to COUNTY in the same manner identified on the Insurance Notices. CONTRACTOR shall maintain an ongoing tracking and accounting of accounts receivable. Documents and records shall be considered the property of COUNTY.

Task 3G: Documentation and Reporting

CONTRACTOR shall be responsible for documenting insurance recovery activities for each Parcel and developing and maintaining reports.

CONTRACTOR shall at a minimum document and report:

- An inventory of owner's insurance-related data fields
- Property-specific debris removal cost information
- Inventories of insurance companies and contacts
- Eligible Owner costs for those Owners who provide receipts for debris and/or hazard tree removal that take priority in payment over the Government Program costs
- Correspondence with the Insurer or Owner
- All payments received and eligible expenses deducted for each parcel
- A list of Insurers including contact information

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

CONTRACTOR shall prepare an electronic inventory of Owner's insurance-related data fields. CONTRACTOR shall develop and maintain necessary reports for required reporting to FEMA and CalOES.

CONTRACTOR Milestones for Insurance Collection Activities

CONTRACTOR shall issue Insurer Notices within 60 days after receiving a comprehensive list of Eligible Owner information. CONTRACTOR shall maintain Insurance Recovery public outreach for the duration of the contract. CONTRACTOR shall meet timelines established in the Insurance Recovery Work Plan.

CONTRACTOR Reports for Insurance Collection Activities

CONTRACTOR shall submit weekly status reports to COUNTY with updates on the progress of the Insurance Recovery Services. CONTRACTOR shall submit a final report conforming to FEMA and CalOES requirements for insurance recovery to prevent duplication of benefits including, but not limited to the property owner, the insurance company, the property address, debris or hazard tree removal completion date, and amount remitted per Parcel.

TASK 4: GRANTS AND FUNDING ADMINISTRATION

Tasks that may be required to be performed by the CONTRACTOR under the Grants and Funding Administration Task are described in this section.

Task 4A: FEMA Public Assistance Support

FEMA's Public Assistance (PA) Program provides supplemental grants to state, tribal, territorial, and local governments, and certain types of private non-profits so that communities can quickly respond to and recover from major disasters or emergencies. The CONTRACTOR shall support the COUNTY with the administration of FEMA's PA Program. The following activities may be performed by the CONTRACTOR as appropriate and in coordination with the COUNTY.

Task 4B: Project Worksheets

- Review existing Project Worksheets (PWs) to understand the status and needs of grants under the PA program.
- Review with the COUNTY the details of each PW to determine if the scope identified is sufficient to bring the damaged facility back to its pre-disaster design and function and if there are any opportunities for mitigation. For PWs where additional scope or costs are needed, prepare a Version Request (VR) to request FEMA to version the PW to include the necessary scope and costs.
- Identify projects in FEMA's Grants Portal with Requests for Information (RFIs) and determine the status of the COUNTY's response including due dates.
- Identify PWs that have been denied by FEMA and support the COUNTY in determining if an appeal is warranted and if the deadline to file such an appeal is not yet passed.
- Prepare appeals where appropriate for COUNTY approval and submittal to FEMA through Cal OES.

____COUNTY INITIALS

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- Identify PWs for which there is more scope and therefore more costs to return the facility to its pre-disaster design and function than was approved. Identify hazard mitigation opportunities with these projects. Prepare requests for PW VRs for these projects.
- Identify PWs that have been approved and determine the status of soliciting an engineer and/or contractor to implement the project.
- For projects where the design engineer or contractor determines that the scope or costs are larger than that approved in the PW, or if there is a mitigation opportunity, prepare VRs to support additional scope or costs in the PW.
- Prepare close out packages for each project that is completed for permanent work category C-G and as needed for A&E.

Task 4C: Procurement Support and Compliance

- Review the COUNTY's procurement process for compliance with state and federal requirements.
- Support the COUNTY in preparing procurement packages that comply with federal contracting requirements.
- Support the procurement process for FEMA-funded projects including requiring engineers and contractors to comply with federal procurement requirements such as tracking costs and submitting detailed invoices including timesheets and proper back up for direct costs so that sufficient information is available to submit Requests For Reimbursement (RFRs) to FEMA.

Task 4D: Invoicing and RFRs

- Review invoices from engineers and contractors for compliance with FEMA invoicing requirements.
- Prepare RFRs for FEMA-funded projects and track the status of the requests from submittal to Cal OES and then FEMA through reimbursement to the COUNTY including responding to RFIs that may be requested by either agency.

Task 4E: Audit Support, Tracking, Record Keeping

- Review the COUNTY's record keeping procedures for compliance with the requirements for receiving reimbursement from FEMA.
- Establish tracking and document control system to track the costs both internal to the COUNTY as well as contractors related to expenditures under the PA program to facilitate reimbursement.
- Prepare audit file to support future federal audits to help the COUNTY keep the funds that have been provided to complete work associated with the PA program.

Task 4F: Resilience, Recovery, and Mitigation Grants

The CONTRACTOR will assist the COUNTY in identifying strategic grant opportunities that align with the identified priority needs associated with resilience, recovery, and mitigation related to the Dixie Fire and Beckwourth Complex Fire. Potential tasks that may be required are described in this section.

____ COUNTY INITIALS

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Task 4G: Funding Strategy and Opportunity Tracking

- Funding Strategy

The CONTRACTOR shall conduct an analysis of potential funding opportunities, including leveraging multiple sources to minimize client investment and expenditure.

The CONTRACTOR shall provide a framework to guide how multiple grant funding sources can be leveraged to offset costs and balance new project budgets.

- Funding Opportunity Tracking

The CONTRACTOR shall assist in the ongoing monitoring of existing and future state and federal grant opportunities. New funding opportunities may originate through congressional and state appropriations or after a major disaster declaration. There also may be local resources as well as private investment to capitalize on meeting recovery project goals.

Additionally, specific grant funding and other revenue mechanisms may be discovered or developed that can be utilized to minimize investments made from existing County budgets.

Task 4H: Grant Application Scoping and Development

- Application Development – CONTRACTOR shall prepare and ensure grant application packages will satisfy the specific requirements for submission to each program. Although these requirements may vary according to the funding source, it is expected that this will include, but is not limited to:

- Project need
- Relevant hazard or vulnerability
- Engineering and design
- Outputs and outcomes
- Cost estimate
- Examination of alternatives
- Benefit Cost Analysis (BCA)
- Environmental and historic preservation review

- BCA Development – Many grants require a BCA

- Requests For Information (RFIs)

- Grant Management

- Pre-Award
- Award
- Post-Award
- Closeout
- Post-Closeout

Task 4I: Regulatory Compliance

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

- Grant Liaison – Multiple layers of government must work together to meet the goal of a quick, efficient, and effective project development and program delivery for recovery. The CONTRACTOR shall ensure coordination across multiple entities.
- Uniform Guidance in 2 CFR 200 – The Uniform Guidance provides a government-wide framework for management of all federal grants. The CONTRACTOR will provide guidance to the COUNTY to ensure that proper documentation of expenses and cost codes are followed. The CONTRACTOR will provide guidance, training, and development of critical policies which reduce or eliminate known compliance risks. The CONTRACTOR will monitor operations with an eye toward safeguarding federal funds against fraud, waste, and abuse and make every effort to design and implement projects with these requirements in mind.
- Environmental – The CONTRACTOR may need to monitor and review activities for state and/or federal environmental compliance.
- Audit Support – The CONTRACTOR shall review completed projects for compliance with the federal requirements related to submission for an audit, develop and prepare all required COUNTY audit reports, and support to the external auditor with any program-specific policies and procedures necessary for the external auditor to review internal controls, compliance requirements, suggested audit procedures, and reporting requirements. The CONTRACTOR will also follow up on findings to ensure recommendations and any corrective actions are implemented.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

____ COUNTY INITIALS

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EXHIBIT B

The County prefers to issue-fixed or cost reimbursement type of agreements. All non-labor related costs and other than direct costs shall be billed to the County at cost without markup.

POSITIONS

HOURLY RATES

Project Executive	\$ N/A
Subject Matter Expert	\$ 125.00
Project Manager	\$ 150.00
Project Accountant	\$ N/A
Senior Closeout Specialist	\$ N/A
Closeout Specialist	\$ N/A
Other: <u>Principal/ Contract Manager</u>	\$ 175.00
Other: <u>Program Manager</u>	\$ 175.00
Other: <u>Finance Lead</u>	\$ 120.00
Other: <u>Claims Lead</u>	\$ 120.00

OTHER REQUIRED POSITIONS

<u>Position</u>	<u>Hourly Rates</u>
Associate Project Manager	\$ 125.00
Finance Specialist	\$ 105.00
Claims Specialist	\$ 110.00
Document Control Lead	\$ 120.00
Planning Lead	\$ 120.00
Planning Specialist	\$ 105.00
Field Operations Lead	\$ 99.00
Field Operations Staff	\$ 82.50
Federal Funding Lead	\$ 175.00
HUD Specialist	\$ 150.00
FEMA Specialist	\$ 130.00
Funding and Project Specialist	\$ 150.00
Project Assistant	\$ 85.00

*See attached positions and hourly rates.
Job descriptions and required years of
experience for each position are provided
in Section 5 of the proposal.*

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

Note: The final Services Agreement, if awarded, will be issued on the basis of a "Not to Exceed" cost, to be developed following negotiations with the successful firm.

Cost Summary Table

	Role	Proposed Contract Rate	Estimated Distribution / Average Percentage of Time Per Role
1	Principal / Contract Manager	\$ 175.00	1%
2	Program Manager	\$ 175.00	1%
3	Project Manager	\$ 150.00	3%
4	Associate Project Manager	\$ 125.00	3%
5	Subject Matter Experts	\$ 125.00	5%
6	Finance Lead	\$ 120.00	6%
7	Finance Specialist	\$ 105.00	8%
8	Claims Lead	\$ 120.00	4%
9	Claims Specialist	\$ 110.00	8%
10	Document Control Lead	\$ 120.00	4%
11	Planning Lead	\$ 120.00	10%
12	Planning Specialist	\$ 105.00	8%
13	Field Operations Lead	\$ 99.00	5%
14	Field Operations Staff	\$ 62.00	5%
15	Federal Funding Lead	\$ 165.00	5%
16	HUD Specialist	\$ 150.00	6%
17	FEMA Specialist	\$ 130.00	8%
18	Funding and Project Specialist	\$ 150.00	8%
19	Project Assistant	\$ 85.00	2%
			100%

Per Diem: \$50/day

Lodging: Straight, no markup

Rental Vehicle or Mileage: Straight, no markup

Other approved costs: Straight, no markup

Notes:

Roles developed based on breadth of Request for Proposal Scope of Work.

Estimated distribution and average percentage of time per role based on our experience, but may vary based on coordination with the County.

The final Services Agreement, if awarded, will be issued on the basis of a "Not to Exceed" cost, to be developed following negotiations with the successful firm.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: August 8, 2023

SUBJECT: Approve and authorize a budget transfer request from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; (No General Fund Impact); discussion and possible action.

Recommendation:

Approve and authorize a budget transfer request in the amount of \$180,085.52 from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; no impact on General Fund.

Background and Discussion:

Plumas County has partnered with Sierra Buttes Trail Stewardship to conduct the work for the State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program. This unique partnership dictates that Plumas County pays SBTS for work done on the program which is followed by a reimbursement request to the State to reimburse the County for work done. This has not affected the General Fund in the past and is not expected to cause any impact on the General Fund at this time. The work of SBTS is vital to recreation in Plumas County and we would like to see this program continue.

Action:

Approve and authorize a budget transfer request in the amount of \$180,085.52 from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program.

Fiscal Impact:

No Fiscal Impact to General Fund

Attachments:

1. FAC budget tran SBTS 20230808
2. RESOLUTION No. 23-8780 approving the applicant to apply for grant funds from the state of Calif. Dept. of Parks and Rec. Off-Highway Vehicle Grant Fun

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Budget for OHV Trail Grant completely expended; BT to correct.

B)

C)

D)

Approved by Department Signing Authority:

J. M. McAdams

☒

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

M. J. McAdams

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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

RESOLUTION NO. 23- 8780

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

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

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

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

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

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

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

Approved and Adopted on the 4th day of April, 2023. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the **Board of Supervisors of the County of Plumas, State of California** following a roll call vote:

Ayes: Supervisor(s) Goss, McGowan, Hagwood, Engel, Ceresola

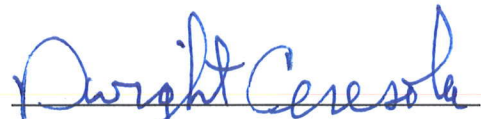
Noes: None

Absent: None

ATTEST:



Clerk of the Board of Supervisors



Chair, Board of Supervisors

Approved as to form:



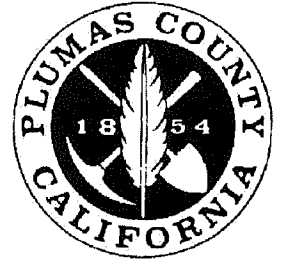
Joshua Brechtel
Deputy County Counsel

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: August 1, 2023

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
AUGUST 8, 2023**

**RE: ADOPT RESOLUTION TO AMEND THE JOB
DESCRIPTION FOR THE CLERK OF THE BOARD BASE WAGE
\$26.44**

**RE: AUTHORIZE HUMAN RESOURCES TO RECRUIT TO FILL
THIS 1.0 FTE POSITION**

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached Resolution amend the job description for the Clerk of the Board and direct Human Resources to recruitment to fill this 1.0 FTE position.

BACKGROUND AND DISCUSSIONS

Due to the vacancy of the current position of Clerk of the Board, it is an opportunity to align this position to better meet the needs of the Board of Supervisor functions and the Office of the County Administrative Officer.

Per "Plumas County Ordinance Sec. 2-1.102 Clerk of the Board: Appointment and attendance at meetings.

(b) Secondly to the Clerk's statutory duties, the Clerk shall assist the members of the Board of Supervisors in the performance of their official business; and further, as time permits, the Clerk of the Board shall assist generally the County Administrative Office.

(c) The Clerk of the Board position shall be established by reclassifying the existing position of Executive Clerk of the Board, and the position shall be in the classified service under the Board of Supervisors department and budget. The Clerk of the Board

BOS Meeting 8/8/2023

shall be a “confidential Employee” as defined and used in the County’s employer-employee relations policy. (Reference California Government Code Section 261000.5)”

This updated job description will ensure that the County Administrative Officer will assist with the direction of the work duties of the Clerk of the Board, improving upon Board meeting agendas and communications with the Board of Supervisors.

This position will be in the Confidential unit, receive the same benefits, and will no longer be a contract position. This aligns with the County’s Ordinance with its intention to be Confidential. Base wage is \$26.44 for the step one of the pay schedule.

It is recommended that the Board of Supervisors approve the amended job description and authorize Human Resources to start the recruitment process.

Thank you for your consideration in this matter.

Attachments:

Exhibit A: Amended Job Description - Clerk of the Board

RESOLUTION NO: 2023-_____

**RESOLUTION TO ADOPT AMENDED JOB DESCRIPTION FOR
THE CLERK OF THE BOARD - BASE WAGE \$26.44**

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

WHEREAS, this Resolution is to amend the job description for the Clerk of the Board in the department of the Board of Supervisors department #20010; and

WHEREAS, The amended job description follows the intention of this Ordinance. "Plumas County Ordinance Sec. 2-1.102 Clerk of the Board: Appointment and attendance at meetings." Subsections (b) and (c).

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

Approve Resolution to amend the job description of the Clerk of the Board Exhibit A, effective August 8, 2023, base wage of \$26.44, position assigned to the Confidential Unit with the same benefits and authorize the Human Resources department to recruit to the fill this 1.0 FTE position under the department #20010.

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 8th day of August 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Supervisor Hagwood, Chair, Board of Supervisors

ATTEST:

Deputy Clerk, Board of Supervisors

PLUMAS COUNTY

New: 8/2023

CLERK OF THE BOARD

DEFINITION

Under general direction, plans, schedules, assigns, supervises, reviews, and participates in the work of staff performing administrative and legally required duties for the Clerk of the Board of Supervisors; reviews agenda items for adherence to California codes and Plumas County policy; records and preserves the actions of Board of Supervisors; prepares, edits, and supervises distribution of Board agendas, minutes, and public hearing notices; designs, implements, and supervises the records maintenance functions of the Board; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Clerk of the Board performs numerous duties in support of the Board of Supervisor, County Administrative Officer, and the public. This position is appointed by the Board of Supervisors and provides assistance in a variety of administrative, coordinative, analytical, and liaison capacities and performs duties consistent with the provisions of the California Government Code and County ordinances. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected Board. Responsibilities include coordinating the activities of the Board with those of other departments and outside agencies, and managing and overseeing the complex and varied functions of the assignment. The incumbent is accountable for accomplishing operational goals and objectives.

The position serves as the clearinghouse for all matters requiring the review or executive action of the governing authorities of Plumas County. Under the direction of CAO, the Clerk provides processing and dissemination of all board directives, policies and laws of the County's legislative branch, and provides members of the public with agendas, notices of public hearings, access to public records and the opportunity to attend the open meetings of the Board of Supervisors and other special County meetings. This position shall be in the Confidential Unit.

REPORTS TO

Receives general direction from the County Administrative Officer or Board of Supervisors

CLASSIFICATIONS DIRECTLY SUPERVISED

Administrative support staff, as needed

DEPUTY CLERK OF THE BOARD – 2

EXAMPLES OF DUTIES

- Manages the administrative activities of the office of the Board of Supervisors; and plans, coordinates, schedules, and reviews the work.
- Prepares Board agenda and notices for public hearings. Copies information/documents required and assembles/binds packets for designated members and attendees.
- Attends meetings of the Board and directs the recording and maintaining of the record of proceedings in the minute book, including the entry of all resolutions, decisions, as well as the vote of each member.
- Under the direction of the CAO, this position works with County management staff, Board appointed commission and committee members, and others to plan and prepare Board agendas and minutes, as well as commission and committee agendas and minutes.
- Assist with the processes of minutes of complex, sensitive, or routine Board agenda items and executes resultant post meeting documents.
- Executes or communicates details of Board actions; acts as custodian of all documents and records pertinent to actions of the Board, including records management.
- Ensures compliance with the Ralph M. Brown Act, Public Records Act, and that public meetings adhere to generally accepted parliamentary procedures.
- Assist with the notification of County departments, other agencies, and individuals affected by actions of the Board.
- Ensures the public has access to Boards, commissions, and committees' information. Executes documents, contracts, and agreements on behalf of the Board through the CAO approval.
- Assist with the receiving, indexing, filing, certifying, and preserving or disposal of all documents, papers, and records deposited, pursuant to the law.
- Researches and provides information for Board members, County staff, and members of the public. Authenticates ordinances, resolutions, minute orders, and other official actions with the Clerk's signature and with the official seal of the Board.
- Maintains the custody of, and keeps available for public inspection, the books, records, and official County documents of the Board.
- Represents the County Administrative Office and Board of Supervisors to the public, County departments, and to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.
- Performs a variety of administrative support work for the County Administrative Officer and Board of Supervisors, as directed.
- Attends all Board of Supervisors meetings, recording minutes of decisions, actions and votes. Maintains permanent records of meetings. Sets up meeting room and notifies members of meeting location. Notifies appropriate department/agency of action affecting their area.
- Completes follow-up work from Board meetings including preparing correspondence, action reports, extracts of actions and distributes to appropriate officials.

DEPUTY CLERK OF THE BOARD – 3

EXAMPLES OF DUTIES continued

- Performs a wide variety of specialized office management, administrative support and fiscal support assignments.
- Provides assistance during Board of Supervisors meetings, takes notes and prepares minutes for the Board of Supervisors.
- Transcribes reports, memorandums, and other correspondence from notes, written, and oral instructions.
- Independently prepares correspondence and memorandums.
- Determines information to be included in permanent records of Board proceedings.
- Provides support for Board of Equalization hearings.
- Attends County budget hearings to obtain information and prepare official records.
- Assist with the preparation of minute orders and resolutions of Board actions.
- Publishes required notices before deadlines, reviews and prepares Board agenda and consent agenda per CAO direction.
- In coordination with the CAO, assist as a receptionist for the Board of Supervisors, receiving callers, providing information, answering complaints, and/or scheduling appointments.
- Manages room reservations and County calendars for meeting spaces, etc.
- Provides staff support to the CAO including preparation of correspondence and gathering and organizing of information for reports, orders supplies and makes reservations for conferences.
- May compile statistical information and prepare reports.
- Prepares contracts, ordinances, and other legal documents.
- Indexes materials for reference.
- Receives, review invoices/bills, and prepares claims for payment, CAO approval.
- Maintains files of official Boards, commissions and Committee action, filing information as required.
- Assist the CAO with preparing and maintaining the Department budget as well as monitoring budget expenditures.
- Ensures proper inventory of supplies and equipment, assists five elected officials with planning, organizing, and coordinating functions.
- Works with the public to provide information and resolve concerns.
- Familiar with requirements of the Fair Political Practices Commission for elected officials, entrusted with highly sensitive and confidential information in relation to litigation, personnel and responsible for transcribing closed session information to be sealed for safekeeping.
- Perform all duties established under state law for the clerk of a county Board of Supervisors.
- Serves as the Executive Assistant to the CAO.
- Provides administrative support to members of the Civil Grand Jury.

DEPUTY CLERK OF THE BOARD – 4

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and practices of leadership.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Legal requirements for filing, publishing, and processing of various Board matters, including but not limited to resolutions and ordinances.
- Principles and practices of records management, especially as related to public information and legal documents.
- Preparation of agendas, minutes, and indexing systems; and the format and legal requirements used in preparation of resolutions and ordinances.
- Applicable federal, state and local laws and regulations affecting the activities of the Board, including open meeting laws, parliamentary procedures, the California Ralph M. Brown Act and Public Records Act.
- Administrative principles and methods, including goal setting, program and budget development and implementation.
- Organizational structures of county government, department relationships, programs, services, and other functions.
- Responsibilities, functions, and operating procedures of the CAO and County Board of Supervisors.
- Principles of project management and implementation of new information technology systems and processes.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.

DEPUTY CLERK OF THE BOARD - 5

Knowledge of – continued:

- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.
- Laws, rules, regulations, and legislation governing the functions and procedures of the Board of Equalization.
- Ensure Brown Act requirements and procedures are followed, at all times.
- Ability to use technological applications for live streaming meetings, posting agendas and managing important achieve systems related to Plumas County business.

Ability to:

- Organize and maintain accurate and complex recordkeeping and indexing systems.
- Research and organize materials for CAO and Board information and use.
- Analyze problems, identify alternative solutions, and implement recommendations in support of goals.
- Prepare clear, concise, and complete meeting minutes, documentation, and other reports and correspondence.
- Maintain confidentiality of sensitive information and neutral position on controversial matters.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the CAO and the Board of Supervisors in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, the press, and other agencies.
- Establish and maintain cooperative working relationships and professional demeanor at all times.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments under the direction of the CAO.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

DEPUTY CLERK OF THE BOARD - 6

Training and Experience:

Equivalent to graduation from high school, supplemented by college-level coursework in business or public administration, general management, or government, and two (2) years of experience providing administrative and clerical support to a public board, council, or commission, preparing public meeting agendas and ensuring compliance with the Ralph M. Brown Act (MMBA).

OR

Bachelor's degree in business, public administration or administrative support technology, as well as a minimum of two (2) years' experience in increasingly responsible administrative support work is highly desirable. Prefer administrative work experience in local government ensuring compliance with the Ralph M. Brown Act (MMBA).

OR

A Certified Clerks of the Board (CCB) active status as a member of the California Clerk of the Board of Supervisors Association (CCBSA).

OR

Graduation from an accredited college or university with an Associate degree in Public or Business Administration, Paralegal, or a related field. In addition, two (2) years of administrative/secretarial support experience assisting with County administration, governing boards, or legal procedures. Prefer administrative work experience in local government ensuring compliance with the Ralph M. Brown Act (MMBA).

Other combinations of education and experience may be considered.

Special Requirements:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles and an insurance certificate proving adequate vehicle insurance. The valid California Driver's License must be maintained throughout employment.

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



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Greg Hagwood, Supervisor - District 4

MEETING DATE: August 8, 2023

SUBJECT: **TITLE III - SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING**
PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on June 13, 2023; for 2022-2023 Secure Rural Schools Title III funding. Discussion and possible action. Four/ fifths roll call vote

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project (\$49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project (\$35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project (\$45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project (\$42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project (\$80,000.00)

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. Item 6.A. - 2022 Secure Rural Schools (Title III)
2. Deposit (Title III) 2022

2022 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III

<u>APPLICATION</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
1	Plumas County Sheriff Search and Rescue Reimbursement/Replacement	II	\$ 49,212
2	Plumas County Sheriff Search and Rescue Drone Replacement Project	II	\$ 35,000
3	Plumas County Sheriff Search and Rescue Underwater ROV Replacement	II	\$ 45,000
4	Plumas County Sheriff Search and Rescue Snowmobile Replacement	II	\$ 42,500
5	Plumas County Sheriff Search and Rescue Vehicle Replacement Project	II	\$ 80,000
TOTAL			\$ 251,712
TOTAL RECEIVED 2022			\$ 251,712

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project	
	Group Submitting Project: Plumas Co. Sheriff's Office	
	Requested Grant Amount: \$49,212.02	Funding Period: 2023-2025
	Contact Name: U/S Chad Hermann	
	Address: 1400 E Main St Quincy, CA	
	Phone: 530-283-6390	
	E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2.	<p>Project Summary The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinated response to these calls with all agencies, within and outside, of Plumas County.</p> <p>With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. While Search and Rescue related calls for service saw a brief decline during Covid, the call volume is once again continuing the overall upward trend which started a decade ago. More calls for service mean more resources to handle them. In addition, there are other, non-salary related costs involved in these responses, such as vehicle and equipment repair or replacement, that are not otherwise specifically funded. The costs of SAR operations would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff and proper equipment to handle the mission along with providing related maintenance needs and equipment replacement, if needed. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.</p> <p>The Dixie and other fires experienced by Plumas County over the last few years has shown where the Sheriff's Office and SAR do not always have needed, or adequate, equipment to respond to evacuations or other wildfire type emergency calls. Some of the equipment identified as needed is chainsaws for downed trees, battery jump start devices to help stranded vehicles and binoculars to help units in the field in locating people and to help keep track of the fires location. SAR has started to switch from gas powered chainsaws to electric ones and found that the latter provide much better reliability, ease of use, low sound levels, great battery life, and not having to deal with gas and the related hazards that brings. This needed equipment will be stored at the main office or substations and will be available for personnel to use as needed during emergency operations.</p>
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**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3. How does the project address the activities authorized by Title III? Check all that apply:

☐ I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

☒ II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

☐ III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses, which include wildfire evacuations. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed, and training of department personnel. In addition, this application will provide funding for fire specific safety equipment used for both Sheriff's Office and SAR personnel for evacuations and other wild fire related responses.

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, purchase of fire response related equipment, incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

The utilization of these funds allows the Sheriff's Office to staff and support missions effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

5 Project Budget:

Salaries and benefits	\$20,000.00
Fire specific safety equipment	\$9,212.02
Equipment repair and replacement	\$10,000.00
Vehicle Repair, Maintenance and Fuel	<u>\$10,000.00</u>
Total	\$49,212.02

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project		
	Group Submitting Project: Plumas Co. Sheriff's Office		
	Requested Grant Amount: \$35,000	Funding Period: 2023-2025	
	Contact Name: U/S Chad Hermann		
	Address: 1400 E Main St Quincy, CA		
	Phone: 530-283-6390		
	E-Mail: chermann@pcso.net		

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. SAR has owned remotely operated drones for some time, but their capability is limited due to the technology that was available when purchased and now they are at the end of their life expectancy. This project will replace a drone currently in use.

Drones were originally embraced by the SAR community for the potential they bring to search operations but quickly lost favor because the technology available ended up falling short of expectations. Now, with new technology, drones have a much greater abilities in terms of flight time, cameras, obstacle avoidance and stability in windy conditions. This project plans to purchase a drone with a forward looking infrared (FLIR) and low light camera. Other SAR teams have used comparable drone platform with great success in their search operations. Drones are quickly becoming one of the "go to" first options for missing persons, especially children, where covering a large area quickly is important for a successful conclusion of the search operation.

SAR currently has two members with private pilot licenses that have been updating their certifications to include the latest FAA requirements for drone operations. These members will be the training cadre for others to become proficient with and then use this very specialized piece of equipment for SAR operations.

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a drone used for almost 10 years in search operations on USFS land which has now reached the end of its useful life, the use of Title III funds is appropriate.</p>

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the drone is purchased, training will commence and once a team of individuals becomes qualified with it's safe operation, the drone will be placed into service as an important tool for search operations.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

- 5 **Project Budget:**

Drone Replacement	\$35,000
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2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project	
	Group Submitting Project: Plumas Co. Sheriff's Office	
	Requested Grant Amount: \$45,000	Funding Period: 2023-2025
	Contact Name: U/S Chad Hermann	
	Address: 1400 E Main St Quincy, CA	
	Phone: 530-283-6390	
	E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. In the public safety SAR environment, rescue divers using scuba gear have been the deadliest type of operation for first responders by far based on the ratio of the total number of operations vs lives lost. This has led many SAR and fire rescue organization to shift from putting divers in the water to locate drowning victims to using tools such as underwater remotely operated vehicles (ROV). This allows for searcher to stay above water and use a tool to accomplish the same mission. Previously SAR was able to acquire a side scan sonar device that allows searching large areas while staying in the relative safety of a boat. The side scan sonar is used to determine the general location of drowning victims and then the ROV was being used to help with the recovery.

SAR has also owned an underwater ROV for some time. While it has been helpful in locating individuals, its capabilities are limited, largely due to the technology that was available when it was built, which is close to 20 years ago. This device was acquired as military surplus and it has become impossible to find replacement parts which has led to the ROV currently being in a non-operational status. Until a new ROV can be purchased, SAR uses underwater cameras, designed for fishing, to pinpoint the location of drowning victims, but this is a painstaking tedious process. Additionally, SAR can only recover drowning victims in 20' of water or less using the currently available methods. Anything else requires putting divers in the water, which is only used as a last resort for safety concerns. This project will replace the ROV currently in SARs inventory with a newer model having greater capabilities. With the new ROV it will be very unlikely to have to use rescue divers for recoveries, which in turn will vastly increase the safety of the team's members.

Fortunately, there are a number of agencies in N CA that operate ROVs and have expressed a desire to train together to help the local SAR team become more proficient with the operation and capabilities of a new ROV system. This ROV replacement project will certainly expand the capabilities of the local SAR team while keeping it's members as safe as possible while conducting underwater search and recovery operations.

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a ROV used for many years in search operations on USFS land and which has now reached the end of its useful life, the use of Title III funds is appropriate.</p>

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the ROV is purchased, training will commence and once a team of individuals becomes qualified with it's safe operation, the ROV will be placed into service as an important tool for search operations.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

- 5 **Project Budget:**

Drone Replacement	\$45,000
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2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project	
	Group Submitting Project: Plumas Co. Sheriff's Office	
	Requested Grant Amount: \$42,500	Funding Period: 2023-2025
	Contact Name: U/S Chad Hermann	
	Address: 1400 E Main St Quincy, CA	
	Phone: 530-283-6390	
	E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. Plumas County attracts thousands of winter time recreationalists that engage in snow related activities, such as snowmobiling, cross-country skiing, snowshoeing, ice fishing, etc., each and every winter. Unfortunately, the nature of travel over the snow brings increased risks and therefore more SAR calls from those who become lost or injured. Many times, these incidents do not happen on clear sunny days and SAR has to go out, day or night, in the worst weather conditions to locate and rescue individuals which makes having reliable equipment a necessity

For many years SAR has used snowmobiles surplused from the Sheriff's Office OHV program for local SAR operations. All of these machines have considerable hours/miles on them and now host a variety of mechanical conditions that require repairs. In fact, in just the last two years, one machine had a catastrophic engine failure and two others had to be towed back in for repairs which hampered SAR operations. SAR currently uses four snowmobiles and each has some sort of mechanical or electrical problems. While the Sheriff's Office has snowmobiles that SAR can use, they tend to be higher end machines that are set up for a single rider and are not overly conducive to SAR operations.

This project would replace two of the aging snowmobiles (and their trailer) with new crossover snowmobiles that fit the SAR role better and would obviously be more reliable.

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace snowmobiles used for many years in search operations on USFS land and which have become unreliable, the use of Title III funds is appropriate.</p>

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the snowmobiles are purchased, they will be outfitted specifically for SAR operations. Once conditions allow, training on the new snowmobiles will be conducted to make sure SAR members can operate the equipment safely and efficiently.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

- 5 **Project Budget:**

Snowmobile and Trailer Replacement	\$42,500
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2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project	
	Group Submitting Project: Plumas Co. Sheriff's Office	
	Requested Grant Amount: \$80,000	Funding Period: 2023-2025
	Contact Name: U/S Chad Hermann	
	Address: 1400 E Main St Quincy, CA	
	Phone: 530-283-6390	
		E-Mail: chermann@pcso.net

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. Currently, SAR has a SUV type 4x4 vehicle that was made in 1986 and is now 37 years old. This vehicle has been having considerable mechanical problems and is no longer suitable for SAR operations. Continued repairs are not cost-effective as the vehicle is old and has outlived its useful life.

With the recent increase in new SAR members, the team's roster is greater than the personal carrying capacity of its vehicles. This poses a problem because if just over 50% of members respond to a call, the vehicles currently in service will not have enough space to transport everyone. This results in members using their personal vehicles, which leads to limited communication enroute and then there is always the risk for potential damage to personal vehicles used for SAR calls. Therefore, there is a strong argument for replacing the current, older SUV.

This project aims to replace the problematic vehicle with a late model, used 4x4 SUV type vehicle equipped with radios, sufficient storage space, a winch, and other permanently mounted emergency equipment needed for SAR operations. Purchasing a used vehicle in this case makes sense as the annual mileage it is used will be relatively low and the cost savings over a new vehicle is close to \$20,000. The vehicle will enhance SAR response capabilities and contribute to more successful missions, as the reliability issues of the current vehicle will no longer be a concern.

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a vehicle used for decades of emergency responses on USFS land and has become unreliable to continue such use, the use of Title III funds is appropriate.</p>

**2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the vehicle is purchased and outfitted, it will be placed into service as a frontline SAR response vehicle.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

- 5 **Project Budget:**

Vehicle Replacement	\$80,000
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DEPOSIT PERMIT

COUNTY OF PLUMAS, STATE OF CALIFORNIA

THE TREASURER HAS RECEIVED FOR DEPOSIT

From: State of California

Date: May 17, 2023

The Sum of: THREE MILLION ONE HUNDRED NINETEEN THOUSAND SIX
HUNDRED FORTY SIX DOLLARS AND 88/100

Dollars: \$3,119,646.88

Receipt #(s): DIRECT DEPOSIT

By: [Signature]
(signature)

DESCRIPTION	Fund	Org	Object	Cash Acc	Amount
SCH #2200393A		2052144	44512		0.00
US Forest Reserve/SRS					
GC sections 29480-29484		2506046	46060		0.00
10/1/21-9/30/22					
		2002744	44512		3,119,646.88
Copy to:					
Road					
School					
BOS					
File					

Certified into the County Treasury under
Section 27008, Gov't Code.

County Auditor/Controller 5/17/23

Date: 5/17/23

By: [Signature]

Coin			\$0.00
Currency			\$0.00
Check			\$0.00
Direct Dep.			\$3,119,646.88

Union Bank	0000010 10100
Plumas Bank	0000010 10101
Plumas Bank Inv	0000010 10110

County Treasurer/Tax Collector 5/17/23

Deposit # 159112

Date: 5/17/23

By: [Signature]



STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER

99806646

DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account

at bank 122000496 from the **APS PAYMENT FUND**

806646

PLUMAS COUNTY TREASURER

PO BOX 176

QUINCY CA 95971

05 | 11 | 23

DOLLARS	CENTS
\$*3119646	.88

NOT NEGOTIABLE

188

PAYEE IDENTIFICATION
NUMBER(S)

When changing accounts or financial institutions, notify your retirement system or agency accounting office immediately. Do not close your old account until you have received your first payment in your new account.



MALIA M. COHEN

CALIFORNIA STATE CONTROLLER

Aud D.D.

PAYMENT FOR US FOREST RESERVE

FOR PROPERTY TAX POSTPONEMENT (PTP) PAYMENTS,
CALL 800-952-5661, FOR ALL OTHER PAYMENTS,
PLEASE VISIT [HTTP://WWW.SCO.CA.GOV/ARD_CURRENT_PAYMENTS.HTML](http://www.sco.ca.gov/ARD_CURRENT_PAYMENTS.HTML).

State Controller's Office

Remittance Advice

United States Forest Reserve

Claim Schedule: 2200393A

Issue Date: May 11, 2023

Fiscal Year: 2022-2023

Collection Period: October 01, 2021 - September 30, 2022

Description: Government Code sections 29480 - 29484, Allocation of Federal Forest Reserve Receipts pursuant to the Secure Rural Schools (SRS) Act that was reauthorized by P.L. 117-58 for fiscal years 2021 through 2023.

For assistance, please call Joseph Snyder at 916-324-4112 or at jsnyder@sco.ca.gov.

County	25% Percent Payment Amount	Title I Amount	Title III Amount	US Federal 5.7% Sequestration Rate	Payment Amount	Year to Date
Plumas County Treasurer	\$0.00	\$3,056,503.12	\$251,712.02	-\$188,568.26	\$3,119,646.88	\$3,119,646.88