



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
APRIL 16, 2024 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. DISASTER RECOVERY OPERATIONS

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

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamotion, 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. AUDITOR/CONTROLLER

- 1) Approve and authorize Auditor-Controller to recruit and fill, funded and allocated, vacant 29 hour FTE extra help; not to exceed 1560 per 12-month period of November 1, 2024 - October 31, 2024 (General Fund Impact) as approved in FY23/24 budget.

B. INFORMATION TECHNOLOGY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Logik Systems, Inc. for E-Discovery/PRA software; effective April 16, 2024 (first payment will be due July 1, 2024); not to exceed \$22,000.00; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel.

C. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign amendment no.2 to the agreement between Plumas County Behavioral Health and Kings View Professional Services to replace the current Exhibit D version with the new Exhibit D in support of the new County's Electronics Health Records Systems Go Live Date; (No General Fund Impact) costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter-Yuba Behavioral Health for acute inpatient, psychiatric health facility services; effective March 1, 2024; not to exceed \$49,999.99; (No General Fund Impact) Costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

D. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Universal Flooring, Inc to replace carpeting and linoleum at the Quincy Library; work to be completed by June 30, 2024; not to exceed \$43,442.00; (General Fund Impact) as appropriated at January 16, 2024 Board of Supervisors meeting 20120/540110; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Plumas County Glass because recent repairs exceed original contract value of \$4,000; (General Fund Impact) contract is an as-needed contract so it is unknown if there will be further impact apart from the recent invoices; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. to repair the elevator at the Permit Center; work to be completed by June 30, 2024; not to exceed \$46,332.97; (General Fund Impact) as approved in FY23/24 budget 20120 / 540110; approved as to form by County Counsel.

E. SOLID WASTE

- 1) Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the Agreement between Plumas County Public Works and InterMountain Disposal for Labor and Materials in the upcoming tire amnesty events; No General Fund Impact; Approved as to form by County Counsel.
- 2) Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to Agreement between Plumas County Public Works and Vestra Resources, Inc. adding an additional task and increasing compensation by \$4,400; No General Fund Impact; approved as to form by County Counsel.

F. ASSESSOR'S OFFICE

- 1) Approve Contract for The Move-It Company to transport a copier where the lease has expired. Approved as to form by County Counsel.

G. SHERIFF'S OFFICE

- 1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant 1 (one) extra-help Court Security; not to exceed 29 hours per week; (No General Fund Impact) in FY23/24 budget.
- 2) Approve and authorize Plumas County Sheriff's Office/Animal Services to accept up to \$40,000 donation from High Sierra Animal Rescue for the purpose of providing spay/neuter vouchers.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

- 1) Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Transfers Out Expense (528000) Using Projected Fund Balance as of June 30, 2024 by a total of \$40,000.00. Discussion and possible action. **(Four/Fifths Vote)**

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

4. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

- 1) **10:00AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive the first reading of an **ORDINANCE** of the County of Plumas, State of California, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B. PUBLIC WORKS/ROAD DEPARTMENT - John Mannle

1) PUBLIC HEARING

Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA; discussion and possible action.

C. TREASURER-TAX COLLECTOR - Julie White

- 1) Authorize the Sierra Valley Volunteer Fire Protection District to withdraw funds from the County Treasury Pool and determine a mutually acceptable date of withdrawal; discussion and possible action.

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize the supplemental budget of \$51,998.00 from State Title III (AAA) 44213 to Other wages 51020, rollover funds from FY22/23 to be applied to FY23/24; approved by Auditor/Controller. **Four/Fifths roll call vote**
- 2) Adopt **RESOLUTION** to amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560, and authorize the Public Health Agency to recruit and hire to fill the position. (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

E. FACILITY SERVICES - Robert McAdams

- 1) Approve and authorize supplemental budget transfer of \$70,000 from General Fund to Facility Services dept #20120-527802 - Electric Charges to cover the over-budget costs due to a substantial increase in electricity costs; approved by Auditor/Controller. **Four/Fifths roll call vote**
- 2) Adopt **RESOLUTION** authorizing the Director of Airports or the County Administrative Officer to sign ground leases for Plumas County's Airports in Quincy, Chester, and Beckwourth; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

F. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** Plumas County Sheriff's Office Hiring Incentive Signing Bonus Agreement for Correctional Officer I/II; (General Fund Impact) as requested in (FY24/25 budget [70380 / 51000]); approved as to form by County Counsel. **Roll call vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Direction to staff for applying to the Rural Leaders for Economic Mobility Program; discussion and possible action.
- C. Approve and authorize supplemental budget transfer(s) of (\$300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. **Four/Fifths roll call vote**
- D. Approve and authorize Chair to ratify and sign the III Amendment to a contract agreement between Plumas County CAO and Clifton, Larson & Allen (CLA) accounting firm; effective April 16, 2024; not to exceed \$85,000; (General Fund Impact) as an out-of-budget request from General Fund (0001) ;approved as to form by County Counsel.
- E. Approve and authorize supplemental budget transfer(s) of (\$85,000) from (General Fund #0001) to (General Services #20020 #521901 Litigation) to cover the over-budget costs due to Contract time ending prior to fiscal year-end; approved by Auditor/Controller. **Four/Fifths roll call vote**

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- B. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, May 7, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



PLUMAS COUNTY AUDITOR-CONTROLLER MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman, Auditor-Controller

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Auditor-Controller to recruit and fill, funded and allocated, vacant 29 hour FTE extra help; not to exceed 1560 per 12-month period of November 1, 2024 - October 31, 2024 (General Fund Impact) as approved in FY23/24 budget.

Recommendation:

Authorize the Auditor-Controller to recruit and fill funded and allocated 29- hours weekly extra-help employee.

Background and Discussion:

The Auditor Controller employs extra-help employees to help with the daily work load. The fiscal year is coming to a close and extra help is needed to free up senior staffing to help with the year-end procedures and cover during vacations or employee absences.

Action:

Approve and authorize the Auditor-Controller to recruit and fill, funded and allocated, 29-hour weekly extra-help; (General Fund Impact) as approved in the FY23/24 budget.

Fiscal Impact:

Approve and authorize Auditor- Controller to recruit and fill, funded and allocated, vacant 29 hour weekly, extra-help position; (General Fund Impact) as approved in (FY23/24) budget.

Attachments:

None



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Logik Systems, Inc. for E-Discovery/PRA software; effective April 16, 2024 (first payment will be due July 1, 2024); not to exceed \$22,000.00; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Logik Systems, Inc. for E-Discovery/PRA software; effective April 16, 2024 (first payment will be due July 1, 2024); not to exceed \$22,000.00; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel.

Background and Discussion:

Plumas County needs software to assist with responding to CPRA requests. This program will allow the County to narrow down, redact and produce responsive documents much quicker. We will also be creating a CPRA email address and a section on our website in order to archive all CPRAs and the respective responses.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Logik Systems, Inc. for E-Discovery/PRA software; effective April 16, 2024 (first payment will be due July 1, 2024); not to exceed \$22,000.00; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as requested in FY24/25 budget (first payment will be due July 1, 2024).

Attachments:

1. 24-180 Logikcull MPA FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: April 9, 2024

Vendor: Logik Systems, Inc.
111 Sutter Street
San Francisco, CA 94104

Tel: 844-363-3347

County: County of Plumas Department of Information Technology
520 Main Street, Room 211
Quincy, CA 95971

Tel: 530-283-6147

Description: Purchase of E-Discovery/PRA software as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed \$ Twenty-two thousand and 00/100 Dollars (\$ 22,000)

Term: Agreement shall commence on 4/9/2024 and shall terminate on 4/8/2027 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Logikcull Subscription Order which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

COUNTY:

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

By: _____

Name: Wendell Jisa

Title: CEO

Date Signed:

By: _____

Name: Greg Hagwood

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: William Steckel

Title: CFO

Date Signed:

By: _____

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Bregental, Attorney
County Counsel's Office

EXHIBIT A



Logikcull Subscription Order

Customer: Plumas County Information Technology
Address: 520 Main Street Quincy, CA 95971

Primary Account Holder

Name: Melodie Sylvia
Phone: (530) 283-6147
Email Address: melodiesylvia@countyofplumas.com

Service Terms

- Logikcull Discovery Solution: drag & drop collection & ingestion, automated processing, ECA & review platform, search capability, unlimited productions & exports
 - Unlimited Users
 - Unlimited Matters
 - 50 GB of re-usable Active Storage data space
 - 25 GB of Archived Storage data space included at no additional cost if signed by 04/30/2024
- Enterprise Support package included at no additional cost if signed by 04/30/2024
- Premium in-app support with 24/7 coverage

**Annual Subscription
\$22,000**

Contract Terms

- Contract Term: 04/16/2024 - 04/15/2027
- This agreement will not auto-renew*
- Payment Terms: Annual - Due July 1, 2024
- Payment Method: Credit Card, Wire, or ACH
- Data (GB) size is based on the post-processed, post de-duplicated high watermark data size.
- Flex Usage for Active Storage over **50 GB** will be invoiced at \$35 per GB per month, or Customer can elect to increase capacity in discounted bulk data packages.
- Flex Usage for Archived Storage over **25 GB** will be invoiced at \$20 per GB per month, or Customer can elect to increase capacity in discounted bulk data packages.
- Governed by the Logikcull Terms of Service: <https://logikcull.com/terms-of-service>

Customer:

Sign:

Name:

Greg Hagwood

Title:

Chair, Board of Supervisors

Date:

Customer:

Sign:

Name:

Allen Hiskey

Title:

Clerk of the Board

Date:

Logik Systems, Inc.:	
Sign:	
Name:	Wendell R. Jisa
Title:	President and Chief Executive Officer
Date:	

Logik Systems, Inc.:	
Sign:	
Name:	William S. Steckel
Title:	Chief Financial Officer, Secretary, Treasurer
Date:	

Addendum to Logik Systems, Inc. Terms
of Service

This Addendum ("Addendum") is entered into as of the Effective Date of the Order Form (as detailed below) between Logik Systems, Inc. ("Logik") and the "Customer" identified below (hereinafter, each may be referred to as the "Parties" or a "Party"). This Addendum modifies and supplements the Logik Terms of Service found at (the "Terms of Service").

CUSTOMER & ORDER FORM DETAILS
Customer Name: Pumas County Information Technology
Customer Address: 520 Main Street, Quincy, CA 95971
Order Form Date:

1. Definitions. Any capitalized term used in this Addendum shall herein be defined the same as such term is defined in the Order Form and Terms of Service.
2. Logik and Customer hereby agree that the Terms of Service are hereby modified or supplemented as follows:
 - a. Section 9 is amended by adding a new section 9.b. as follows:
 - i. Logikcull will indemnify Customer against, all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Logikcull's Service or Site infringes or misappropriates the third party's intellectual property rights. Customer shall promptly provide Logikcull with written notice of such claim, tender to Logikcull the defense or settlement of such claim at Logikcull's expense and cooperate fully with Logikcull in the defense or settlement of such claim. Logikcull's intellectual property indemnification obligations do not apply to claims based on (a) a modification of Logikcull's Services or Site by Customer or a third-party not approved by Logikcull or (b) use of Logikcull's Services or Site other than as permitted by this Agreement.
 - b. Section 13.a. is amended by replacing said section in its entirety with the following amended section:
 - i. *Governing Law; Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the courts located within the city and county of San Francisco, California.
 - c. Section 13.d. is amended by replacing said section in its entirety with the following amended section:
 - i. *Notices; Electronic Communications.* Either party may send notices pursuant to this Agreement to the other party's email contact points, and such notices will be deemed received 72 hours after they are sent. Any notices to be provided to a party or questions with respect to the terms of this Agreement shall be sent to Logikcull at notices@revealdata.com (with a copy to legal@revealdata.com) and to Customer at an email address as designated in an Order Form or other writing, and such notices will be deemed received 72 hours after they are sent.
3. This Addendum, together with the Terms of Service and the Order Form constitutes the complete and exclusive statement of the parties' agreement. In the event of any conflict or inconsistency between the provisions of this Addendum and the Terms of Service, the provisions of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same agreement.

LOGIK SYSTEMS, INC.

Customer:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Terms of Service

Effective September 19, 2022

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY (A) CLICKING TO ACCEPT OR AGREE WHERE SUCH OPTION IS MADE AVAILABLE TO CUSTOMER, OR (B) ACTUALLY USING OR ACCESSING THE SERVICE (THE "EFFECTIVE DATE").

These Terms of Service constitute an agreement (the "Agreement") by and between Logik Systems, Inc., a Delaware corporation ("Logikcull") and the corporation, LLC, partnership, sole proprietorship, other business entity, or individual ("Customer") agreeing to this Agreement. Logikcull and Customer may be referred to individually as a "Party" and collectively as "Parties." This Agreement is effective as of the Effective Date. Customer's use of and Logikcull's provision of the Service (as defined below in Section 1) are governed by this Agreement.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement:

- a. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. "Documentation" means Logikcull's standard information related to use of the Service, which can be found at <https://support.logikcull.com/>.
- c. "Feedback" means any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.
- d. "Hosted Data" means all information, documents, images, files or materials uploaded, created, modified, or stored in the Service by Customer or Customer's Users.
- e. "Privacy Policy" means Logikcull's Privacy Policy found at <https://www.logikcull.com/privacy-policy> which is incorporated into this Agreement.
- f. "Service" means the hosted eDiscovery and document management solution for online storage, sharing and processing of files, documents, materials, images, videos, or other content, including all updates, modifications, and enhancements thereto, as made generally available by Logikcull to its customers.
- g. "Site" means Logikcull's web site located at <https://app.logikcull.com>.
- h. "User" means any individual who uses the Service on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. ACCESS AND USE OF THE SERVICE

- a. Provision of Access. Subject to and conditioned on Customer's payment of fees and compliance with all the terms and conditions of this Agreement, Logikcull hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the Term, solely for use by Users in accordance with the terms and conditions of this Agreement. Such use is limited to Customer's internal use. Logikcull shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Service. A User's access to and use of the Service signifies their acceptance of Logikcull's service terms and obligations as detailed in this Agreement. Customer will ensure its Users comply with the terms of this Agreement. Customer will be liable for all acts and omissions of its Users, including but not limited to any fees or expenses incurred through a User's use and access to the Service.
- b. Documentation. Customer may access, reproduce, and use the Documentation solely as necessary to support Users' use of the Service.
- c. System Requirements. A stable internet connection and modern browser such as Firefox or Google Chrome is required to access and use the Service. The Service may work in a limited manner on other web browsers, but the Service is designed for use on modern browsers. For a list of currently supported browsers see the Documentation.
- d. Updates; Modifications. Logikcull reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time.
- e. Trial Period. This Agreement also applies to any trial period that Customer may be using, which begins when Customer first accesses the Service. During any such trial period certain usage restrictions may apply. If Customer upgrades to a paid subscription plan and desires to keep the Hosted Data uploaded during the trial period, the trial period Hosted Data retained will become billable at the then-current rates pursuant to Section 11 of this Agreement. Termination will occur immediately upon expiration of the trial period if Customer does not upgrade to a paid plan. ANY NATIVE DATA ENTERED OR UPLOADED INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE DURING THE TRIAL PERIOD, WILL BE PERMANENTLY DELETED AND UNAVAILABLE UNLESS CUSTOMER UPGRADES TO A PAID SERVICE PRIOR TO THE CLOSE OF THE TRIAL PERIOD. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IT WILL NOT BE ENTITLED TO RECEIVE ANY ADDITIONAL FREE TRIALS ONCE THE INITIAL TRIAL PERIOD HAS EXPIRED.
- f. Suspension of the Service. Without limiting Logikcull's termination rights herein, Logikcull reserves the right, at any time, with or without notice in Logikcull's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) scheduled or unscheduled maintenance; (b) maintaining the security or integrity of Logikcull's network, hardware, or associated systems or those of Logikcull third party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; (e) the actual or suspected violation of this Agreement by Customer or any of its Users; (f) any failure by Customer to pay an invoice when due; (g) judicial or other governmental

demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Logikcull to do so; or (h) the expiration or termination of this Agreement. Logikcull will use reasonable efforts to notify Customer of any scheduled maintenance. Logikcull will not be liable for any suspension or disablement of the Service that occurs pursuant to this Section 2.f.

3. CUSTOMER RESPONSIBILITIES & RESTRICTIONS.

a. General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Service, and shall cause Users to comply with such provisions.

b. Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; (v) use the Service in a manner that compromises the integrity of Service or the confidentiality of other users of the Service; and (vi) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Notification of Unauthorized Use. Customer will immediately notify Logikcull of any actual or threatened unauthorized use of or access to the Service or Customer's Hosted Data that comes to Customer or a User's attention. In the event of any such unauthorized use, Customer will take all steps necessary to terminate such unauthorized use or threatened activity and to mitigate its effects. Additionally, Customer will provide Logikcull with such cooperation and assistance related to any such unauthorized use as Logikcull may reasonably request. Notification of such unauthorized use or other security concerns should be reported to Logikcull at security@logikcull.com.

4. HOSTED DATA.

a. Ownership of Hosted Data. Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Hosted Data. Customer grants Logikcull a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Hosted Data and perform all acts with respect to the Hosted Data as may be necessary for Logikcull, Logikcull's personnel, and Logikcull's authorized third parties to provide the Service, including, but not limited to, maintenance of the Service and Customer's account, improving search and tagging functions with

Customer's account, and supporting the integrity of the Service and data processing systems. Customer hereby irrevocably grants all such rights and permissions in or relating to Hosted Data as are necessary or useful for Logikcull in the provision of the Service.

b. Customer Responsibility. Customer shall retain sole responsibility for: (a) all Hosted Data, including its content and use; (b) all information, instructions and materials provided by Customer or any User in connection with the Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer's and its Users' account access credentials; and (e) all access to and use of the Service directly or indirectly by or through the Customer systems or Customer and Users' account access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Logikcull will have no responsibility or liability for the accuracy of data uploaded to the Service by Customer, including without limitation Hosted Data.

c. Customer Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all account access credentials and protect against any unauthorized access to or use of the Service; and (b) control the content and use of Hosted Data, including the uploading or other provision of Hosted Data for processing by the Service.

d. Data Privacy and Security. This Agreement and use of the Service and Site are subject to the Privacy Policy. The Privacy Policy applies only to the Service and Site, and does not apply to any third-party website or service linked to the Service. Logikcull shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Hosted Data, including encryption of Hosted Data at rest and in internet transmission (using TLS or similar technologies). Except otherwise set forth in this Agreement, Logikcull shall not disclose Hosted Data to any third party for any purpose other than to provide the Service, support, or related services to Customer.

e. Processing of Hosted Data. Customer understands and acknowledges that it may submit, upload, or process through the Service a variety of different data types, and any such data may have existing encryption, or automatic image conversion issues. As a result of these pre-existing issues, there may be times when: (a) Hosted Data cannot be extracted and processed; (b) a certain amount of Hosted Data may not be suitable or available for extraction from text, metadata or other information; or (c) file images may not correctly format when image files are created from native documents for purposes of review or production (collectively, "Exception" or "Exceptions"). Such Exceptions may limit the function of any searching, filtering or other analysis of the Hosted Data within the Service. Additionally, Customer understands that in processing data there are times data is lost or damaged. Customer will be responsible for and shall maintain adequate back-up and archival copies of all Hosted Data. Logikcull shall bear no liability with respect to any Hosted Data that is lost or damaged as a result of the processing of Hosted Data.

f. Data Processing Addendum. To the extent the Service provided to Customer will include processing of personal data subject to the laws of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including, without limitation, the General Data Protection Regulations, the Logikcull's Data Processing Addendum, found at <https://www.logikcull.com/policies/data-processing-addendum>, shall be incorporated herein by this reference, and each Party agrees to comply with the terms and conditions set forth in such Data Processing Addendum.

g. Aggregated Statistics. In the course of providing the Service, Logikcull may monitor Customer's use of the Service and collect and compile statistical data and performance information, analytics, metadata, or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including Customer's use of the Service ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Logikcull. Aggregated Statistics will not include any Hosted Data. Nothing in this Agreement shall restrict Logikcull's right to collect Aggregated Statistics or to use it for any internal business purpose, or in the manner permitted under applicable U.S. law; provided that such Aggregated Statistics do not identify Customer, Users, or Customer's Confidential Information.

5. INTELLECTUAL PROPERTY; FEEDBACK.

a. Ownership. Logikcull owns all right, title, and interest in and to the Service and the Site (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service), Logikcull's Confidential Information, and the Feedback including all intellectual property rights contained therein. Except for the express rights granted in Section 2, no other licenses or rights are granted by Logikcull, by implication, estoppel or otherwise, and all rights not expressly granted herein are reserved. Customer may not modify, publish, transmit, reproduce, create derivative works or improvements from, distribute, display, incorporate into another web site, or in any other way exploit the Service or the Site, in whole or in part, without prior written permission from Logikcull.

b. Feedback. Customer grants to Logikcull and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Service the Feedback.

c. Trademarks. The Service and Site contain valuable trademarks owned and used by Logikcull to distinguish Logikcull services from those of others. The Service and Site may also contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with permission of their respective owners. Logikcull does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing in the Service or Site. Customer will not use or display Logikcull's trademarks without Logikcull's prior written consent.

6. CONFIDENTIALITY.

a. Confidential Information. "Confidential Information" shall include confidential or proprietary technical, business or financial information and materials disclosed by Customer or Logikcull to the other Party, whether orally or in writing, that is designated

or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Hosted Data constitutes Customer Confidential Information. Notwithstanding the foregoing, the Service, and any associated pricing, documentation, product roadmaps, business and marketing plans, and any information related to the foregoing constitutes the Confidential Information of Logikcull, regardless of a lack of confidentiality marking or reasonableness determination.

b. Confidentiality Obligations. Both Parties agree to hold Confidential Information in confidence and protect such Confidential Information from disclosure to any third party, other than as expressly set forth in this Agreement and to limit access to the other Party's Confidential Information to such of its personnel, agents, subcontractors, suppliers and/or consultants, if any, who have a need to access such information in accordance with the terms of this Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

c. Exceptions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party without restriction on use or disclosure; (iii) was independently developed by the receiving Party without breach of any obligation owed to disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure.

d. Compelled Disclosures. Notwithstanding the foregoing, Logikcull reserves the right to disclose Confidential Information in response to an order of a court or other governmental body of competent authority or as otherwise required by law or regulation to be disclosed ("Compelled Disclosure"), provided that, Logikcull will use reasonable efforts to provide Customer with prior notice (to the extent legally permitted) in order to afford Customer an opportunity to seek a protective order or otherwise challenge the Compelled Disclosure. Customer is responsible for any expenses incurred in seeking to prevent a Compelled Disclosure. After provision of such prior notice, Logikcull will not be liable if Logikcull complies with the disclosure after giving Customer a reasonable amount of time to respond.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

a. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself or its Users to or through the Service; (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law; and (d) the information Customer provides in registering for the Service is accurate, complete, and the Customer has the right to use and disclose such information to Logikcull.

b. From Logikcull. Logikcull warrants that during Term (a) Logikcull will not materially decrease the overall security of the Service, and (b) the Service will perform in accordance with the terms of this Agreement. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" section

below.

c. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND SITE ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOGIKCULL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. LOGIKCULL DOES NOT WARRANT THAT THE SERVICE AND SITE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND LOGIKCULL EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS ARE STRICTLY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. MOREOVER, GIVEN THE NUMBER OF VARIABLES INVOLVED LOGIKCULL DOES NOT WARRANT A GUARANTEED SPEED FOR DATA PROCESSING OR LENGTH OF SERVICE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT LOGIKCULL WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF CUSTOMER HOSTED DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO CUSTOMER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

8. LIMITATION OF LIABILITY.

a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGIKCULL, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (COLLECTIVELY, "LOGIKCULL PARTIES") SHALL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S USERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, CLIENTS, OR ANY PARTY CLAIMING THROUGH CUSTOMER (COLLECTIVELY, "CUSTOMER PARTIES") FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR GOODWILL, INTERRUPTION OR LOSE OF USE OF THE SERVICE; OR (B) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCURRED BY CUSTOMER PARTIES UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS

AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF LOGIKCULL OR THE LOGIKCULL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGIKCULL AND THE LOGIKCULL PARTIES MAXIMUM COLLECTIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO LOGIKCULL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER ARISING UNDER OR RELATED TO A CLAIM OF BREACH OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF LOGIKCULL OR THE LOGIKCULL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. ANY CLAIM BY CUSTOMER RELATED TO THIS AGREEMENT OR THE SERVICE AND SITE MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE IN WHICH THE CLAIM FIRST COULD BE FILED. IF IT IS NOT, THEN THAT CUSTOMER CLAIM IS PERMANENTLY BARRED.

9. INDEMNIFICATION.

a. Customer will defend, indemnify and hold Logikcull, its affiliates and licensors, and Logikcull's respective employees, officers, directors, and representatives harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to or arising from (a) the Hosted Data, including any processing of the Hosted Data by or on behalf of Logikcull in accordance with this Agreement; (b) Customer's or Customer's Users' use of the Service or Site; (c) any violation by Customer or Customer's Users of this Agreement, or applicable laws; or (d) Customer's or Customer's Users' infringement or violation of the intellectual property rights or other rights of another. Logikcull will provide Customer with notice of such claim and Logikcull reserves the right to assume sole control of the defense.

10. TERM AND TERMINATION.

a. Term. This Agreement will remain in effect until terminated by either Customer or Logikcull as set out below ("Term").

b. Termination.

i. Either Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

ii. If this Agreement is terminated by Customer for

cause in accordance with Section 10.b.i, Customer shall be entitled to a refund of any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Logikcull in accordance with the Section 10.b.i., Customer will pay any unpaid fees covering the remainder of the term. In no event will termination relieve Customer of its obligation to pay any fees payable to Logikcull for the period prior to the effective date of termination.

c. Export and Destruction of Hosted Data. During the Term or a trial period, and so long as Customer is in compliance with the terms and conditions of this Agreement, Customer will have the ability to export or retrieve Hosted Data from the Service at any time, and Logikcull will make Hosted Data available to Customer for export or download for up to thirty (30) days after expiration of the Agreement. After such 30-day period, Logikcull will have no obligation to maintain or provide any Hosted Data, and will thereafter delete or destroy all copies of Hosted Data in its systems or otherwise in its possession or control, unless legally prohibited. Customer acknowledges that the Service is not intended to be utilized as a document or file storage system for record retention purposes, and it is the Customer's sole responsibility to ensure it maintains a separate system to retain the Hosted Data as required under its own internal record retention policies or as required under applicable law relating to record retention.

d. Survival. Sections 4.a., 4.g., 5, 6, 7, 8, 9, 10.c., 11, and 13 shall survive the termination or expiration of this Agreement.

11. PAYMENT OF FEES.

a. Pricing. Customer agrees to pay all fees as agreed between Logikcull and Customer via the Site or other pricing agreement, incurred in connection with its account. Fees will be invoiced monthly, unless otherwise agreed to by the parties. Customer may upgrade its subscription to the Service, if such upgrades are available, at any time to accommodate additional requirements. If Customer chooses to upgrade, any existing fees arrangement will be terminated and replaced by a new fees arrangement reflecting the upgrades.

b. Payment Terms. Payment of fees shall be paid in the form as directed on the Site. All payments are due within seven (7) days of the billing date. If payment is not received in thirty (30) days of the billing date Logikcull reserves the right to suspend the Service until Logikcull receives and processes all payments. If payment is not received at the end of sixty (60) days from the billing date, Logikcull reserves the right to terminate this Agreement and delete all Hosted Data. Alternatively, at Logikcull's sole discretion, in the event that payment is late, Logikcull reserves the right to charge interest at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower, calculated from the payment due date until the date that full payment is received. Logikcull reserves the right to modify the fees at any time upon notice via the email address provided by Customer.

c. No Refunds. Except as detailed in Section 10.b.ii., all fees associated with the Service are non-refundable. Customer understands and acknowledges that no credits, refunds or prorated discounts will be issued for unused amounts — even if prepaid via a subscription plan.

12. AVAILABILITY OF SERVICE; MAINTENANCE.

a. Interruptions of data processing and access may occur due to planned or emergency maintenance and repair by Logikcull, or due to a Force Majeure Event (as defined in Section 13.b). Under no circumstances will Logikcull be held liable for any financial or other damages due to such interruptions. For the purposes of this Section 12, maintenance shall include, but is not limited to, one quarterly (forty-eight hour) planned maintenance window if needed, brief planned maintenance windows (scheduled in advance, as needed), and emergency maintenance windows (critical, unforeseen maintenance needed for the security or performance of the platform). Logikcull will make reasonable effort to limit quarterly planned maintenance windows to the timeframes outlined below. Logikcull will use reasonable efforts to inform Customer in advance if Logikcull plans to exercise a quarterly planned maintenance window.

13. GENERAL.

a. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the courts located within the city and county of San Francisco, California.

b. Force Majeure. Logikcull will not be liable for any delay or failure to perform under this Agreement due to circumstances beyond Logikcull's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within Logikcull's possession or reasonable control, and denial of service attacks ("Force Majeure Event").

c. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Logikcull and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between Customer and Logikcull relating to the subject matter of this Agreement and all past dealing or industry custom. Notwithstanding the foregoing, in the event that Customer has executed a separate Master Services Agreement or License Agreement with Logikcull apart from this Agreement, then such Master Services Agreement or License Agreement with Logikcull shall govern over the terms of use of the Service. In the event of any conflict between this Agreement and any of Logikcull's policies posted online, including without limitation the Privacy Policy or a Data Processing Addendum, if applicable, the terms of this Agreement will govern.

d. Notices; Electronic Communications. Logikcull may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Any notices to be provided to Logikcull or questions with respect to the terms of this Agreement shall be sent to legal@Logikcull.com, and such notices will be deemed received 72 hours after

they are sent.

- e. Assignment. Customer may not assign this Agreement in whole or in part, by operation of law or otherwise, and any attempt to do so will be null and void. This Agreement shall be binding upon and shall inure to the benefit of Customer and Logikcull's successors and assigns. Logikcull may assign its rights, without such consent of Customer to (a) one or more of its subsidiaries, or (b) an entity that acquires all or substantially all of the business or assets of Logikcull to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Logikcull will provide notice to Customer of such assignment within a commercially reasonable period of time.
- f. Waiver. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- g. Independent Contractors. The Parties are independent contractors and shall so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.
- h. Third-Party Software. Any use of or access to third-party software shall be subject to the license terms and conditions of such third-party software.
- i. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.
- j. Amendment. Logikcull may amend this Agreement from time to time by posting an amended version on its Site or sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 15 days after such notice (the "Amendment Date"), unless Customer first gives Logikcull written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Amendment Date. Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. Logikcull may revise the Privacy Policy or Terms of Service on its Site at any time by posting a new version of either on the Site, and such new version will become effective on the date it is posted.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to sign amendment no.2 to the agreement between Plumas County Behavioral Health and Kings View Professional Services to replace the current Exhibit D version with the new Exhibit D in support of the new County's Electronics Health Records Systems Go Live Date; (No General Fund Impact) costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no.2 to the agreement between Plumas County Behavioral Health and Kings View Professional Services to replace the current Exhibit D version with the new Exhibit D in support of the new County's Electronics Health Records Systems Go Live Date; (No General Fund Impact) costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

Kings View Professional Services would be entitled to charge the County a Finance Charge of 12% for invoices not cleared for charges accrued this fiscal year. We kindly request that the proposed and reattached Amendment to the Agreement be processed at this time to avoid incurring financing charges.

Action:

Approve and authorize Chair to sign amendment no.2 to the agreement between Plumas County Behavioral Health and Kings View Professional Services to replace the current Exhibit D version with the new Exhibit D in support of the new County's Electronics Health Records Systems Go Live Date; (No General Fund Impact) costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact costs associated with this matter are covered by a combination of state and federal funds.

Attachments:

1. 24-196 FINAL
2. Kings View 21-24

**AMENDMENT NO. 2
TO ELECTRONIC HEALTH RECORD SYSTEM SUPPORT SERVICES
BETWEEN
THE COUNTY OF PLUMAS
AND
KINGS VIEW PROFESSIONAL SERVICES**

WHEREAS, an agreement was entered into on July 1, 2021 (“Agreement”), Amended February 18, 2022 by and between the COUNTY OF PLUMAS (“County”), and KINGS VIEW PROFESSIONAL SERVICES (“Contractor”), to provide EHRS – Electronic Health Record System support services; and

WHEREAS, the parties wish to amend the Agreement with respect to:

1. Exhibit D – Add Support Services for Cerner Maintenance

NOW, THEREFORE, the parties hereto agree to amend the Agreement with the following:

1. Exhibit D – Replace the current version of Exhibit D in its entirety and replace with the new attached Exhibit D - Cerner Maintenance, hereby incorporated by reference in support of the new County’s Selected Electronic Health Records System Go Live Date, under the term of the current contract.

In all other respects, the terms of the Agreement are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this _____ day of _____, 2023.

COUNTY OF PLUMAS

By: _____
Greg Hagwood, CHAIRPERSON
Board of Supervisors

KINGS VIEW PROFESSIONAL SERVICES:

By: _____
Amanda Nugent Divine, PhD
Chief Executive Officer

Date: _____

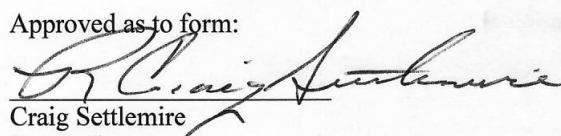
Date: _____

Clerk of the Board:

By: _____
Allen Hiskey, Board Clerk

Date: _____

Approved as to form:



Craig Settemire
Counsel

EXHIBIT D

PLUMAS COUNTY

KINGS VIEW - CERNER - 8X8 PHONE SYSTEM
SUPPORT AGREEMENT

Scope of Service Item		FY2021-2022	FY 2022-2023	FY2023-FY2024
A.	ANNUAL RECURRING COSTS	\$38,226	\$39,373	\$41,400
	a. Support Agreement - Cerner			
	b. DSM-V Licenses	\$1,128	\$1,128	\$1,128
	c. Mertech and VDF License	\$1,100	\$1,270	\$1,350
	e. Hosting Cerner	\$19,800	\$20,800	\$21,600
B.	Prior Year Hosting Cerner FY-2020-2021	\$7,831		
C.	8X8 Phone System			
	a. Implementation Services	\$5,500		
	b. One Time Fees	\$2,314		
	c. Recurring Annual Fees	\$5,204	\$16,912	\$17,758
Total		\$81,103	\$79,483	\$83,236

**Agreement between Plumas County and Kings View
Professional Services for Electronic Health Record Information
System and All Pay Sources Billing Services**

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR", and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

- A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Cerner Community Behavioral Health Electronic Health Record System – EHRS and Cerner Integrated - EHRS, other management consulting services and assistance with billing of all pay sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2021 through June 30, 2024 unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement.

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract 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 contract and Contractor shall not be obligated to perform any further services under this contract. 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 contract 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.

3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit A Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by 3% over the prior fiscal year as outlined in Exhibit A.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibits B through E not to exceed max annual amounts. Any increases from vendors will be documented and approved via addendum to contract.

4. **INSURANCE.**

- a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as

may be required by 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's insurance 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. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:

- i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
 - ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
 - iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
 - iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.
 - v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII.
- b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.
5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:
- a. **Cooperate with CONTRACTOR.** COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required

by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.

- b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

- a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.
 - i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.
 - ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.
 - iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.
 - iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi)

failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

- v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section

21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.
 - i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:
 - 1. obtain for the COUNTY the right to use such materials;

2. replace or modify the materials so they become non-infringing;
or
 3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.
- ii. CONTRACTOR has no obligation to the extent any claim results from:
1. modification of the materials other than at the direction of CONTRACTOR, or
 2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR.** In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION.**

- a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.
- b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

11. **INTELLECTUAL PROPERTY RIGHTS.**

- a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Cerner retains sole and

exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

- b. It is expressly understood by COUNTY and CONTRACTOR that Cerner will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Cerner for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Cerner to develop the enhancement or software product
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Cerner's prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within

Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.
- c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.
- d. **Report of Unauthorized Use or Disclosure of Company Information.**
 - i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

- ii. COUNTY will not allow any person other than an Authorized User or Cerner or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Cerner holding that person to the same requirements as this part 9 and COUNTY has been notified by Cerner that this Agreement has been executed and that the Person has permission to access and use the Cerner Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Cerner Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Cerner or Contractor, unless the contractor has signed an agreement with Cerner for the protection of Cerner's Intellectual Property rights.
 - iii. COUNTY understands that Cerner's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Cerner staff and Authorized Users from retaining possession of Cerner Company Information. COUNTY will immediately notify Contractor and Cerner if it becomes aware that any person other than an Authorized User or Cerner or Contractor staff has or appears to have in their possession Cerner Company Information, or makes unsubstantiated claims that Cerner has granted permission to that person to use Cerner customer Information to support COUNTY.
- e. Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.
- f. Third Party Vendors. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business

rules of the Software Products and the documentation are the Intellectual Property of Cerner and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Cerner. Cerner will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Cerner.

13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.

14. **MEDICAL RECORDS.**

- a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge.
- b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the

nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.
- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
 - i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;
 - ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;

- iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
 - iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration
 - 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 - 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.
 - d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.
16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(1)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:
- a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

- b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
 - c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
 - d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
 - e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
17. **DRUG-FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).
18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable

the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.

19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Hollister, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
- a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
- b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the Plumas County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.
28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine, CEO
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Plumas County Behavioral Health
Attn: Tony Hobson, PhD
Behavioral Health Director
270 County Hospital Road, Suite 109
Quincy, CA 95971
(530) 283-6307

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

"COUNTY"
COUNTY OF PLUMAS

By 
KEVIN GOSS
Plumas County Board of Supervisors

Date: 1/11/2022

Approved as to form:

 12/29/2021
Joshua Brechtel
Deputy County Counsel I

COUNTY CLERK

By 
Heidi White

Date: 1.11.2022

"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

By _____
David Singh, CEO
Kings View Professional Services

Date: _____

By _____
Amanda Nugent Divine Ph.D., Secretary
Kings View Professional Services

Date: _____

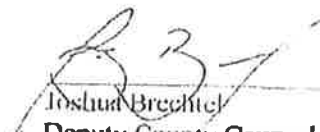
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

"COUNTY"
COUNTY OF PLUMAS


By: 
Kevin Goss
Plumas County Board of Supervisors

Date: 1/11/2022

Approved as to form:

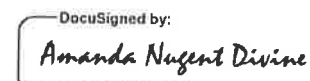

Joshua Brechtel
Deputy County Counsel I 12/29/2021

COUNTY CLERK

By: 
Heidi White

Date: 1.11.2022

"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

DocuSigned by:
By: 
Amanda Nugent Divine, PhD, CEO
Kings View Professional Services

Date: 2/17/2022

DocuSigned by:
By: 
Michael Kosareff, CFO, Secretary
Kings View Professional Services

Date: 2/18/2022

EXHIBIT A
PLUMAS COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: \$183,942

Terms: 1/12th monthly

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System and migration to a future EHRS when County decides. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

1. Contractor supports (as defined in this scope of work) the following Cerner Software products currently in use or planned by County:

- Client Data System
- Scheduling System
- Assessment & Treatment Planning System
- Doctor's Home Page & E-Prescribing System
- Cost Accounting System

2. Contractor will provide consultative services to County concerning current design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by County as

needed.

3. Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor's hosted servers.
4. Contractor will advise on and oversee load EHRS promotions:
 - a. Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b. Test EHRS promotions and work out known bugs.
 - c. Activate promotions only with County's authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
 - d. County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRS support.
5. Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.
6. Contractor will provide the following forms of documentation:
 - a. Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
 - b. Provide Risk/Benefit Analysis of Credible Promotions (see A.4 above).
 - c. Provide County with KVPS Status Report overall operations of

County's EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

- d.** Document County's system schema as it relates to KVPS provision of services and at the discretion of County's Information Technology management.
- e.** Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
- f.** Data/Reports
- g.** Participate in Meetings/Calls

7. Status Reporting

- a.** Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
- b.** Complete KVPS Status Report

- 8.** Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
- 9.** Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.
- 10.** Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
- 11.** Contractor will maintain management forms and related data tables for State reporting, billing and security.
- 12.** Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for

County as requested.

13. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
14. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
15. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the Cerner Electronic Health Record System.
16. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - a. Power outage beyond 1 workday and
 - b. Corruption of data.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will

upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Cerner Software policy and procedures.

5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the Contractor.
8. County had opted to submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's Cerner application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when

planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behave of County:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
3. Network Adequacy Certification Tool (NACT) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.
4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
 - Productivity
 - Case Assignments
 - PHQ9/GAD7 or similar
 - Timeliness of Service
 - CANS
 - Claims Pay Source
 - Client Demographics
 - Appointment Type
 - Assignments

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
4. Contractor will monitor and maintain dashboards utilized by customer.

5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.
11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

Enhanced AR Services

1. CONTRACTOR will provide the following AR-End of Month and supplemental billing services.
 - a. Monthly edits, billing, CSI, and CalOMS suspense processing.
 - b. Key and process all Private Insurance claims and EOBs
 - c. Process 90 Day No Response reports and pay source priority crossing
 - d. Review and mail HCFA's directly to Private Insurance
 - e. Entry of 24HR Bed Day Assignments and Posting

2. COUNTY and CONTRACTOR will develop procedures to ensure services are stage appropriately for timely submission of claims to various pay sources

EXHIBIT B

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM

TOTAL: \$89,000 Milestone Fees (2): \$44,500

Credible Electronic Health Record System (EHRS):

- 75 Named Users, up to 60 Concurrent users
- Clinician Homepage
- Doctors Homepage
- Client Demographics/Services/Billing
- Real Time Eligibility
- Clinical Documentation and Progress Notes
- Assessments and Treatment Planning
- Mobile
- Client Portal
- Compliance and Audit Management
- Messaging/Alerts/Texting
- State Reporting
- eRx with Controlled Substances
- eLabs
- eMAR – Electronic Medication Administration
- HIE – Health Information Exchange Functionality

Credible Implementation included in above pricing.

- Project Management
- Training
- System Configuration
- Data Conversion and Validation
- Weekly calls/webinars
- System Acceptance
- Go-Live Support

Implementation start date and timeline to be mutually agreed between County and Contractor.

Milestone Fee 1 - Due Start Month - \$44,500 - \$32,044 (Deposit) = \$12,456

Milestone Fee 2 - Due Go-Live Month - \$37,505

EXHIBIT C

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM SOFTWARE AS A SERVICE (SaaS)

ANNUAL TOTAL: \$88,884

Monthly Fee: \$7,406

- Core Monthly User Fees – 75 Named Users / 60 Concurrent Maximum
- Monthly e-Prescribing with EPCS
- Monthly eLabs
- Monthly Client Engagement (messaging/texting)
- Monthly Mobile
- DSM-5
- Monthly Real-Time Eligibility
- Hosting secured/redundant/24-7 access

First Monthly Fee due 30 days prior to go-live Credible EHRS.

EXHIBIT D

PLUMAS COUNTY

**KINGS VIEW - CERNER
SUPPORT AGREEMENT**

Scope of Service Item		FY2021-2022	FY 2022-2023	FY2023-FY2024
A. ANNUAL RECURRING COSTS				
a. Support Agreement - Cerner		\$38,226	\$39,373	\$0
b. DSM-V Licenses		\$1,128	\$1,128	\$0
c. Mertech and VDF License		\$1,100	\$1,270	\$0
e. Hosting Cerner		\$19,800	\$20,800	\$21,600
B. Prior Year Hosting Cerner FY-2020-2021		\$7,831		
Total		\$68,085	\$62,571	\$21,600

EXHIBIT E

DrFIRST E-PRESCRIBE SERVICES

TOTAL: \$2,400 Term: Annually

Contractor will purchase and supply the licensing for the DrFirst E-Prescribe Services to Plumas County Behavioral Health. This is a web-based program that can also be accessed via a mobile application.

Contractor will provide training and system support to County for the DrFirst E-Prescribe Services.

Dr. First access license to facilitate e-Prescribing of controlled substances.

- 2 Named Users at \$1,200 per user - \$2,400



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter-Yuba Behavioral Health for acute inpatient, psychiatric health facility services; effective March 1, 2024; not to exceed \$49,999.99; (No General Fund Impact) Costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter-Yuba Behavioral Health for acute inpatient, psychiatric health facility services; effective March 1, 2024; not to exceed \$49,999.99; (No General Fund Impact) Costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter-Yuba Behavioral Health for acute inpatient, psychiatric health facility services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter-Yuba Behavioral Health for acute inpatient, psychiatric health facility services; effective March 1, 2024; not to exceed \$49,999.99;

Fiscal Impact:

No General Fund Impact costs associated with this matter are covered by a combination of state and federal funds.

Attachments:

1. 24-202 FINAL

**AGREEMENT WITH THE COUNTY OF PLUMAS FOR THE PROVISION OF
INPATIENT PSYCHIATRIC SERVICES
TO BE PROVIDED THROUGH SUTTER-YUBA BEHAVIORAL HEALTH**

DESCRIPTION: Acute inpatient, psychiatric health facility services

BEGINS: **March 1, 2024**

ENDS: **June 30, 2025**

ADMINISTERING AGENCY: Sutter-Yuba Behavioral Health

THIS AGREEMENT (“Agreement”) is made and entered into between the County of Plumas, a political subdivision of the State of California, herein after called “PCBH,” and Sutter-Yuba Behavioral Health, a joint powers authority operated by the County of Sutter and the County of Yuba, through the County of Sutter, a political subdivision of the State of California, hereinafter called “SYBH.” SYBH operates a Psychiatric Health Facility, the Sutter-Yuba Behavioral Health Psychiatric Health Facility located at 1965 Live Oak Blvd, Yuba City, CA, hereinafter called the “Facility.”

WHEREAS, PCBH is charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, SYBH has the facilities and the ability to be certified and staffed to provide psychiatric inpatient hospital care and maintenance of mentally disordered persons.

NOW, THEREFORE, it is hereby mutually agreed by and between PCBH and SYBH as follows:

1. Definitions:

Concurrent Review means the review of treatment authorization requests by SYBH for inpatient mental health services in order to approve, modify, or deny requests for continued services based on a determination of medical necessity by PCBH or its contracted provider. The review of treatment authorization requests is concurrent with the provision of services and is required after the first day of admission through day of discharge.

Psychiatric Health Facility Services (“Services”) means therapeutic and/or rehabilitative services provided in a psychiatric health facility (“PHF”) on an inpatient basis to Clients who need acute care, which is care that meets the criteria of CCR, Title 9, section 1820.205, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings.

2. Description of Services:

SYBH shall provide psychiatric inpatient services at the Facility to residents of Plumas County over the age of 18 in conformance with all applicable federal and state statutes and regulations. Services will be provided, with prior authorization by PCBH, to eligible persons with a mental disorder (hereinafter called “Patient(s)”) who may be either on voluntary or involuntary status. The length of stay of each Patient shall be determined by the SYBH’S professional staff, in

coordination with PCBH as indicated in Section 10 herein. SYBH shall provide, or shall arrange for, necessary emergency and non-elective ancillary medical services for a Patient as part of the inpatient treatment services.

When a bed(s) is/are available, SYBH agrees to provide acute psychiatric inpatient care to PCBH clients under the circumstances described herein. SYBH is not required to provide bed(s) if SYBH needs the bed(s) to maintain its own operations. Services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 Section 5260 WIC, 30-day Certification under Section 5270 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by PCBH or as identified by SYBH via Crisis or Emergency Services assessment processes. These services shall be provided in the SYBH PHF in Yuba City, California, except that PCBH shall conduct any necessary Court proceedings in regard to Conservatorships in the County of PLUMAS.

For 30 Day Certification under Section 5270 WIC, PCBH must document and provide evidence of Board of Supervisor approval to utilize the SYBH PHF for these certifications prior to the PHF moving forward with the certification. In the event a PCBH beneficiary requires a 30-day certification, and no approval is on record, PCBH will coordinate facility transfer for the beneficiary to an appropriately designated facility.

SYBH shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq and 5270 WIC, et seq. PHF and PHF staff shall give their best efforts in making the evaluations for 14-day as expeditiously as possible. PCBH may request copies of any SYBH PHF Policies at any time.

SYBH shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for 14-day and 30-day Certifications, as provided for in Sections 5150.

If services required by Patients exceed SYBH'S capabilities, SYBH may utilize other facilities as mutually agreed upon by the SYBH'S Acute Psychiatric Services Branch Director and PCBH's Behavioral Health Director.

PCBH staff will consult with SYBH'S staff prior to a Patient's discharge to effect an appropriate placement. PCBH will be responsible for aftercare and placement of all Patients covered by this Agreement upon their discharge from SYBH'S Facility or any subsequent placement facility including transportation from the Facility.

It is understood and agreed that only mentally disordered persons are to be admitted to the Facility pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of SYBH, are specifically excluded therefrom.

3. Direction:

The services to be provided pursuant to this Agreement by SYBH for Patients shall be under the general direction of the PCBH's Behavioral Health Director or his/her designee. SYBH shall render inpatient psychiatric services to Patients admitted to the Facility in accordance with applicable state and federal laws and regulations. Documentation of services provided by SYBH for each Patient shall be available for review by PCBH upon request.

4. Patient Eligibility:

Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific admission procedures shall be mutually agreed upon by SYBH'S Acute Psychiatric Services Branch Director and PCBH's Behavioral Health Director. Residency in PCBH will be the basic requirement for eligibility for services. Transients referred by PCBH on an emergency or involuntary status may also receive services through this Agreement.

5. Cultural Competence:

SYBH shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health ("DMH") Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements ("CCPR"), which establishes new standards and criteria for the entire PCBH Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

6. Payments:

In consideration for SYBH providing inpatient psychiatric services to Patients pursuant to this Agreement, PCBH shall pay SYBH at the rate of \$1750.00 per Patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: (a) all hospital costs including room and board, (b) medications, (c) psychiatrist's time, (d) laboratory work, and (e) court costs. If PCBH wishes to pursue reimbursement from Medi-Cal, PCBH must bill Medi-Cal directly for services rendered.

- A. If it is determined, either before or after admission to the Facility, that a Patient has Medi-Cal eligibility in another county, it is the responsibility of PCBH to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to the Facility.
- B. PCBH is responsible for payment in full for SYBH'S services regardless of a Patient's county Medi-Cal eligibility or other insurance.
- C. SYBH will not bill a Patient directly for any services
- D. Payments to SYBH by PCBH shall be made within 45 days of receipt of correct and approved invoice and supporting documentation by PCBH. SYBH shall submit invoices and supporting documentation to PCBH, within 30 days of the date of discharge of any Patient. SYBH shall submit with any invoice supporting documentation identifying the Patient, service provider, type of service and requisite service code, date of service, and time of day and length of time of services.
- E. **For the term of this Agreement the fiscal year maximum amount, the amount not to be exceeded, will be \$49,999.00, or 28 bed days, at the \$1750.00 per day bed rate.**

7. Certification of Program Integrity:

SYBH shall comply with all applicable state and federal statutory and regulatory requirements for certification of claims including, but not limited to, Title 42, Code of Federal Regulations, Part 438.

For each Medi-Cal beneficiary Patient for whom the SYBH is submitting a claim for reimbursement, SYBH shall ensure the following:

- A. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (“MHP”) contract between SYBH and DHCS, a copy of which will be provided to PCBH by SYBH under separate cover upon request.
- B. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
- C. The services included in the claim were actually provided to the beneficiary.
- D. Medical necessity was established for the beneficiary as defined in applicable statutes and regulations for the service or services provided, for the timeframe in which the services were provided. Days beyond the timeframe that is defined as medically necessary (“Administrative Days”) shall be reimbursed by PCBH.
- E. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between SYBH and the DHCS.

In addition, SYBH certifies that the following processes are in place:

- F. Written policies, procedures, and standards of conduct that articulate SYBH’S commitment to comply with all applicable federal and state standards with respect to operation of the Facility.
- G. The designation of a compliance officer and a compliance committee accountable to senior management.
- H. Effective training and education for the compliance officer and SYBH’S employees, volunteers, and agents at the Facility.
- I. Enforcement of standards through well-publicized disciplinary guidelines.
- J. Provisions for internal monitoring and auditing.
- K. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- L. Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

8. Term:

The term of this Agreement shall be from March 1, 2024 to June 30, 2025 or until the Agreement is terminated by either party in accordance with the provisions of this Agreement. Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow PCBH and SYBH time in which to complete a renewal Agreement for approval by both parties. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

9. Admissions Procedure:

SYBH agrees that only those Patients that PCBH specifically refers to SYBH for placement in the Facility shall receive services pursuant to this Agreement. PCBH'S written request for admission constitutes authorization.

PCBH understands and accepts that Patients are encouraged and permitted to sign into the Facility as a voluntary patient when possible pursuant to subdivision (c) of section 5250 of the California Welfare & Institutions Code.

All persons referred by PCBH for admission to the Facility will be medically cleared for admission to a non-medical facility prior to admission to the Facility. This medical clearance will be provided directly or indirectly, and payment arranged or provided by PCBH. Criteria and requirements for medical clearance will be determined by SYBH. All transportation costs to and from the Facility for medical care and clearance are the responsibility of PCBH.

SYBH shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

10. Coordination of Care:

PCBH and SYBH agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange Patient information as a unitary treatment program. PCBH agrees to facilitate timely aftercare placement for Patients ready

11. Concurrent Review:

SYBH will adhere to the concurrent review standards as outlined in the Behavioral Health Information Notice 22-017-Concurrent Review Standards for Psychiatric Inpatient Hospital and Psychiatric Health Facility Services. PCBH and SYBH will coordinate appropriate contacts to ensure timely documentation submissions and methods for ensuring utilization management practices are upheld. Patient Records:

Active Patient records shall be maintained at the nursing station at the Facility and in the Electronic Health Record.. Closed records shall be scanned into the Electronic Health Record, in accordance with all applicable laws and regulations.

Patient records shall be retained for 10 years or any further period that is required by law or regulation and until all federal or state audits are complete, and exceptions resolved for this Agreement. Upon request, SYBH shall make these records available to authorized representatives of PCBH, the State of California, and the United States Government. For the first two years after last discharge, the records shall be stored on site at the Facility. For the last eight years after last discharge, all records shall be stored in a secured off-site area selected by SYBH.

SYBH staff at the Facility shall have access within 24 hours to all appropriate PCBH Patient records requested by SYBH staff. Records shall be available within 24 hours of request, weekends and PCBH holidays excluded. PCBH staff shall have access to all Facility records

for any Patient, placed pursuant to this Agreement, who is (or was) under SYBH'S care at the Facility.

12. Right to Audit:

SYBH agrees to extend to PCBH'S Behavioral Health Director or designee, or auditors designated by PCBH or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards Patients as well as the overall operation of SYBH'S programs at the Facility. SYBH shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

13. Status of SYBH:

The parties hereto agree that SYBH, its agents, and employees, including its professional and non-professional staff, in the performance of this Agreement shall act in an independent capacity and not as officers, officials, employees, or agents of PCBH. SYBH shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by SYBH pursuant to this Agreement.

14. Conflict of Interest:

SYBH attests that it has no current business or financial relationship with any PCBH employees that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during the term of this Agreement.

SYBH has an affirmative duty to disclose to PCBH in writing the name(s) of any person(s) who have an actual, potential, or apparent business or financial conflict of interest.

15. Indemnity:

PCBH and SYBH shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies that PCBH and SYBH may have under law and/or this Agreement.

16. Insurance:

SYBH and PCBH are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers' compensation liability through a self-insurance program during the performance of this Agreement, in conjunction with excess coverage through the Public Risk Innovation, Solutions, and Management (PRISM). A certificate of coverage will be furnished to PCBH by SYBH and by SYBH to PCBH upon request.

17. Nondiscrimination:

SYBH agrees to comply with federal and state non-discrimination and equal opportunity statutes and regulations.

During the performance of this Agreement,

- A. SYBH and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to, HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. SYBH and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. SYBH and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Chapter 1 of Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900) and the regulations promulgated thereunder.
- D. SYBH and its subcontractors shall give written notice of their obligations under this Section of this Agreement to labor organizations with which they have a collective bargaining or other agreement.
- E. SYBH shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- F. SYBH shall include the nondiscrimination and compliance provisions of this Agreement in all agreements with subcontractors to perform work or services under this Agreement.

18. Assignment:

Neither party shall assign, sublet, delegate, or transfer any of its rights, duties, or obligations arising hereunder without written consent of the other.

19. Fiscal Considerations:

The parties to this Agreement recognize and acknowledge that both SYBH and PCBH are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given Fiscal Year. It is further understood that in the normal course of PCBH'S and SYBH'S businesses, they will adopt a proposed budget prior to a given Fiscal Year, but that the final adoption of a budget does not occur until after the beginning of the Fiscal Year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and PCBH and SYBH released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of PCBH and SYBH, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either PCBH'S

or SYBH'S departments for which services were contracted to be performed pursuant to this Agreement, this Agreement may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

20. Default, Termination, and Cancellation:

A. Default:

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default ("Notice"). If the party in default does not cure the default within 10 days of the date of Notice ("Time to Cure"), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice. Any extension of the Time to Cure must be in writing, prepared by the party in default for signature by the party giving Notice and must specify the reason(s) for the extension and the date the extension of the Time to Cure expires.

The Notice given under this Section of this Agreement shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the Time to Cure. No Notice shall be deemed a termination of this Agreement unless the party giving Notice so elects in subsequent written notice after the Time to Cure has expired.

B. Ceasing Performance: PCBH or SYBH may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. Termination without Cause:

Either party shall have the right to terminate this Agreement without cause; any such termination will be effective 60 days after written notice. In the event of termination by PCBH or SYBH, SYBH shall be paid for all services performed to the date of termination.

This Agreement may be terminated by either party, if the DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving 21 days written notice to the other party.

21. Amendments:

This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to PCBH or provide additional compensation to SYBH except as explicitly set forth in this or amended Agreement.

22. Notice to Parties:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered or by personal delivery. Notices to SYBH shall be addressed/delivered as follows:

Director
Sutter-Yuba Behavioral Health
P.O. Box 1510
Yuba City, CA 95992

And to:

Acute Psychiatric Services Branch Director
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd.
Yuba City, CA 95591

or to such other location as the SYBH directs.

Notices to PCBH shall be addressed/delivered as follows:

Che Shannon-Management Analyst
cshannon@pcbh.services
Lisa Beck, Fiscal Officer
lbeck@pcbh.services
Plumas County Behavioral Health
270 County Hospital Road Suite # 109
Quincy, CA 95971

or to such other location as PCBH directs.

23. Rules and Laws:

SYBH and PCBH agree to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. SYBH shall comply with all applicable provisions of the PCBH MHP or successor contract with the State of California which is in effect at the time services are provided, available from PCBH upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

24. Administrator:

The employee designated to administer this Agreement for SYBH is the Acute Psychiatric Services Branch Director.

25. HIPAA Compliance:

SYBH affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, "HIPAA") and its implementing regulations relating to protecting the privacy and security of confidential health information. SYBH will not use or disclose protected confidential health information other than as permitted or required by law and regulation and will notify PCBH of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of PCBH elsewhere as set forth in this Agreement, PCBH may terminate this Agreement without penalty or recourse if PCBH determines that SYBH violated a material term of the provisions of this Section of this Agreement. SYBH will ensure that any subcontractors' agents receiving protected confidential health information

related to this Agreement agree to the same restrictions and conditions that apply to SYBH with respect to such information.

26. Confidentiality and Patients' Rights:

SYBH agrees to maintain a record of each Patient served pursuant to this Agreement. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information pertaining to discrete individual Patients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, SYBH shall comply with all applicable laws and regulations, state and federal, pertaining to patients' rights (including, but not limited to section 5325 of the California Welfare and Institutions Code). SYBH and PCBH further agree to hold the other harmless for any breach of confidentiality or breach of patients' rights, as set forth in the indemnity provisions contained herein.

SYBH and PCBH agree to maintain the confidentiality of Patient information and records as provided by applicable law and regulation; notwithstanding, professional records and PCBH Patient information shall be interchangeable between SYBH and PCBH to establish and support a high level of clinical services and continuity of care and aftercare services.

27. Choice of Law:

The validity, enforceability, or interpretation of this Agreement shall be governed by the laws of the State of California. In the event that either PCBH or SYBH deems it necessary to take legal action to enforce any provisions of this Agreement, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney's fees and costs.

28. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement, with such scanned and electronic signatures have the same legal effect as original signatures.

/SIGNATURE PAGE FOLLOWS/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____
Rick Bingham, Assistant Director
Sutter County Health and Human Services

Date: _____

By: _____
Ken Sra, Director
Sutter County General Services

Date: _____

APPROVED AS TO FORM:

By: _____
Office of Sutter County Counsel

COUNTY OF PLUMAS

By: _____
Sharon Sousa, LMFT Director
Plumas County Behavioral Health

Date: _____

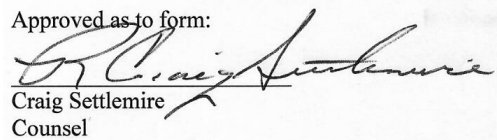
By: _____
Greg Hagwood, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board
Plumas County Board of Supervisors

Approved as to form:


Craig Settemire
Counsel



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Universal Flooring, Inc to replace carpeting and linoleum at the Quincy Library; work to be completed by June 30, 2024; not to exceed \$43,442.00; (General Fund Impact) as appropriated at January 16, 2024 Board of Supervisors meeting 20120/540110; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Universal Flooring, Inc to replace carpeting and linoleum at the Quincy Library; work to be completed by June 30, 2024.

Background and Discussion:

The flooring at the Quincy Library is in dire needed of being replaced as the carpet and linoleum in the library is showing signs of major wear and tear; the Risk Department has identified several trip hazards in the library due to this issue. The Capital Improvement Project to replace the flooring will include the following: new linoleum in both bathrooms and replace the carpeting in the main library, Librarian's office, Literacy office, Fiscal office, and the main office.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Universal Flooring, Inc to replace carpeting and linoleum at the Quincy Library; work to be completed by June 30, 2024.

Fiscal Impact:

General Fund impact; funding for this Capital Improvement Project was appropriated at the January 16, 2024 Board of Supervisors meeting.

Attachments:

1. Universal Flooring, Inc - Quincy Library CIP

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 and Airport Department** (hereinafter referred to as “County”), and **Universal Flooring, Inc., a CA Corporation**, (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 **Forty-Three Thousand Four Hundred Forty-two Dollars and 00/100 (\$43,442.00)** (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 **June 30th, 2024**, 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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- 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-15 Flooring and Floor Covering** contractor, issued by the State of California, **No. 813425**.
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 and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Dustin Vert, Supervisor**

____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

Contractor:

**Universal Flooring, Inc.
1060 National Drive, STE 1**

**Sacramento, Ca 95834
Attention: Daniel Murguia Gonzolez**

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. 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.
40. 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.
41. 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).

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

- 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.

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:

Universal Flooring, Inc,
a CA Corporation

By: _____
Name: Daniel Murguia Gonzolez
Title: CEO/CFO

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Removal and disposal of existing carpet in Main Library, Librarian Office, Literacy office, Fiscal office, and Main office.
2. Install new carpet tile Carbon Copy color TBD by County.
3. Removal of existing linoleum in both bathrooms and repair subfloor in needed.
4. Install commercial vinyl Manning Biospec MD in both bathrooms. Vinyl is heat welded and coved 6" on all walls.
5. Provide and pay for all labor, materials, taxes, and insurance.
6. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. The Contract Amount, **forty-three thousand four hundred forty-two and 00/100**, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
2. 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.
3. The County shall not have any responsibility to make payments to any subcontractor or supplier.
4. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
5. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Plumas County Glass because recent repairs exceed original contract value of \$4,000; (General Fund Impact) contract is an as-needed contract so it is unknown if there will be further impact apart from the recent invoices; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Plumas County Glass because recent repairs exceed original contract value.

Background and Discussion:

Plumas County glass facilitated and assisted with the specialized repairs to the ADA automated push-button door service for the main entrance to the Courthouse (\$3,462.26) as well as repairing the ADA automated push-button door service for the main entrance at the Human Resources building (\$4,305.79). The original service contract with Plumas County Glass was \$4,000. The two invoices associated with these repairs exceed the original contract value and remaining amount of the contract will be used for any 'as-needed' repairs that may or may not arise.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Plumas County Glass because recent repairs exceed original contract value.

Fiscal Impact:

General Fund impact will be the two invoices totaling \$7,768.05; the remaining contract value of \$2,231.95 will be used 'as-needed' for repairs.

Attachments:

1. Plumas County Glass amendment #1

Log No. _____



OFFICE OF THE

COUNTY COUNSEL

COUNTY OF PLUMAS

Temporary - 1446 E. Main Street
Quincy, California 95971-9115

Phone: (530) 283-6240

REQUEST FOR COUNTY COUNSEL SERVICES

Resubmittal (check one): ☐ Yes ☒ No

Date: 04/05/2024

If Yes: County Counsel Log No. _____

Department: Facility Services

Phone: (530) 283-6299

Name: Rob McAdams

Email: robertmcadams@countyofpl.ca.gov

PURPOSE OF SUBMITTAL (check one below):

- ☐ Contract Review
☐ Draft Legal Document(s)
☐ Request for Legal Opinion

- ☐ Public Records Request
☒ Other (please describe below)
Amendment review

Please allow a minimum of 10 work days for the initial review. Additional time will be needed for complex matters.

1. Name of Counterparty/Vendor: Plumas County Glass
2. Business Form of Counterparty/Vendor: sole proprietor
3. State of Incorporation/Formation: _____
4. Term: Contract Begin & End Dates: 3/1/24 to 2/28/25
If longer than one (1) year, please explain why: _____
5. Which Procurement Procedure Was Used: _____
6. Last time Contract went out for Bid: _____
7. Reason for not using standard County template (if applicable):

8. **Purpose of Contract/Submission (supplement with memo if needed):**
Amendment to increase contract value due to necessary repairs that exceed original contract value.

County Counsel Use Only:

Attorney Assigned: _____

Log No.: _____

COMMENTS:

Date Requested: _____

Date Closed/logged out: _____



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. to repair the elevator at the Permit Center; work to be completed by June 30, 2024; not to exceed \$46,332.97; (General Fund Impact) as approved in FY23/24 budget 20120 / 540110; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. to repair the elevator at the Permit Center.

Background and Discussion:

It has been an ongoing saga with repairing the elevator at the Permit Center allowing ADA access to the Assessor's Office. Silver State Elevator was able to successfully replace the 'position indicator' which controls the digital display inside the 'car' of the elevator indicating which floor the car is on. Now that the position indicator has been replaced, the door clutch is not functioning correctly. The door clutch is a mechanism that marries the car door with the hatch door so when the requested floor is reached, both doors open together. Due to the age of the elevator, the contractor is experiencing issues procuring parts which is the main reason for the delay in completing this repair. The cost of the repair remains unchanged from the original quote. The contractor is confident that once the door clutch is replaced, the State of California will be able to certify the operation of the elevator to return it to service.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. to repair the elevator at the Permit Center.

Fiscal Impact:

This repair has direct General Fund impact as approved in FY23/24 budget.

Attachments:

1. Silver State Elevator - Permit Center repair

Repair 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 **Silver State Elevator Company, a NV Corporation** (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 **forty six thousand three hundred thirty two dollars and 97/100 (\$46,332.97)** (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 **June 30, 2024**, 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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- 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 **C11- Elevator Contractor, issued by the State of California, No. 434959.**
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:

Silver State Elevator Company
PO Box 5309
Reno, NV 89513
Attention: Ernest Rosaia, CEO/CFO

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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- 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:

Silver State Elevator Company,
a NV corporation

By: _____
Name: Ernest Rosaia
Title: CEO/CFO
Date signed:

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Board of Supervisors, Chair
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:



Joshua Brehntel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Replace controller on Flexilift LULA elevator with new control system at the Permit Center, located at 555 Main Street, Quincy, CA.
2. Ensure elevator functions properly.
3. Provide and pay for all labor, materials, taxes, and insurance.
4. 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 twelve thousand five hundred dollars and 00/100 (\$12,500.00) due at time of order.
2. The Contract Amount, **forty six thousand three hundred thirty two dollars and 97/100 (\$46,332.97)**, 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.

____ COUNTY INITIALS

12

CONTRACTOR INITIALS ____



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the Agreement between Plumas County Public Works and InterMountain Disposal for Labor and Materials in the upcoming tire amnesty events; No General Fund Impact; Approved as to form by County Counsel.

Recommendation:

Solid Waste staff respectfully recommends the Board of Supervisors authorize the Chair and Director of Public Works to sign the attached contract amendment, not to exceed \$18,316, allowing Public Works staff to reimburse IMD for their participation in an agricultural tire amnesty event. The source of funding for this contract is a Caltrans grant and does not involve the Plumas County General Fund.

Background and Discussion:

On March 8th, 2023, Public Works entered into an agreement with Caltrans, allowing Public Works to utilize \$30,000 in grant funds for Tire Amnesty and other dump day events. Public Works staff initially allocated \$10,000 dollars for tire amnesty events within Franchise Area No. 2 – operated by IMD.

During March of 2024, IMD and Public Works staff agreed that a tire amnesty event focused on agricultural tires was a needed service for Plumas County residents. Due to the increased costs associated collecting and recycling agricultural tires, the previously allocated \$10,000 was determined to be insufficient for reimbursing IMD for their participation in an agricultural Tire Amnesty event. The attached agreement, approved as to form by County Counsel, will allow Public Works to utilize the remaining Caltrans grant funds to reimburse IMD for their participation in an agricultural tire amnesty event.

Action:

Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the Agreement between Plumas County Public Works and InterMountain Disposal for Labor and Materials in the upcoming tire amnesty events; No General Fund Impact; Approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funded from Franchise Fees paid from InterMountain Disposal to Plumas County Public Works

Attachments:

1. Amendment No.1 to PWSW 23-004

FIRST AMENDMENT TO AGREEMENT PWSW 23-004

BY AND BETWEEN

PLUMAS COUNTY AND INTERMOUNTAIN DISPOSAL

This First Amendment to Agreement ("Amendment") is made on _____, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), INTERMOUNTAIN DISPOSAL ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and INTERMOUNTAIN DISPOSAL have entered into a written Agreement dated April 4, 2023, (the "Agreement"), in which *INTERMOUNTAIN DISPOSAL agreed to provide labor and materials for tire amnesty events to Plumas County.
 - b. Because of increased collection and recycle costs associated with agricultural tires, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

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 Eighteen Thousand Three Hundred and Sixteen Dollars (\$18,316)
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 4, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

InterMountain Disposal, a California Corporation

By: _____
Ricky Ross
Chief Executive Officer
Date signed:

By: _____
Richard Ross
Secretary
Date signed:

COUNTY:

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


By: _____
John Mannle
Director of Public Works:
Date signed:

By: _____
Greg Hagwood:
Chair of the Board of Supervisors:
Date signed:

ATTEST:

By: _____
Allen Hiskey:
Clerk of the Board of Supervisors:
Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to Agreement between Plumas County Public Works and Vestra Resources, Inc. adding an additional task and increasing compensation by \$4,400; No General Fund Impact; approved as to form by County Counsel.

Recommendation:

Public Works staff respectfully recommend that the Board vote to authorize the Chair and Director of Public Works to sign the attached amendment to PWSW 24-002, approved as to form by County Counsel.

Background and Discussion:

In March of 2024, Public Works entered a three-year contract with Vestra Resources for various monitoring and reporting duties at Plumas County's landfills. Due to additional landfill reporting requirements created by SB 1383, Public Works staff requested that Vestra prepare a scope of work for the additional task created by SB 1383. The attached amendment, approved as to form by County Counsel, adds an additional task to PWSW 24-002 and increases the compensation by \$4,400 to \$355,390. The source of funding for this agreement is the Solid Waste fund and does not involve the Plumas County General Fund.

Action:

Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to Agreement between Plumas County Public Works and Vestra Resources, Inc. adding an additional task and increasing compensation by \$4,400; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funded via Solid Waste.

Attachments:

1. Amendment No.1 to PWSW 24-002

FIRST AMENDMENT TO AGREEMENT PWSW 24-002

BY AND BETWEEN

PLUMAS COUNTY AND VESTRA RESOURCES, INC.

This First Amendment to Agreement (“Amendment”) is made on _____, 2024, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and VESTRA RESOURCES, INC. (“CONTRACTOR”) who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and VESTRA RESOURCES have entered into a written Agreement dated February 7, 2024, (the “Agreement”), in which VESTRA RESOURCES agreed to provide Sampling and monitoring work at the Plumas County Landfills.
 - b. Because of additional state reporting requirements, the parties desire to change the Agreement to add an additional task.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

County shall pay Contractor for services provided in Exhibit B and B-1, attached hereto. The total amount paid by County to Contractor under this agreement shall not exceed Three Hundred Fifty-Five Thousand Three Hundred and Ninety Dollars (\$355,390).
 - b. Exhibit A is amended to include task 11:

“Organic Disposal Reduction Status Impact Report”, attached hereto.
 - c. Exhibit B is amended to include task 11:

“Organic Disposal Reduction Status Impact Report”, attached hereto.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 7, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Vestra Resources, Inc., a California Corporation

By: _____
Arthur Stackhouse
Chief Executive Officer
Date signed:

By: _____
Kimberly Wilkes
Chief Financial Officer
Date signed:

COUNTY:

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

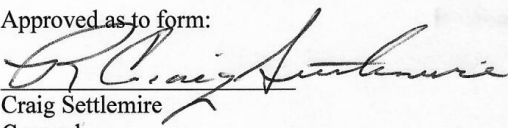
By: _____
John Mannle
Director of Public Works
Date signed:

By: _____
Greg Hagwood
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors
Date signed:

Approved as to form:



Craig Settemire
Counsel

Exhibit "A"
SCOPE OF WORK
ORGANIC DISPOSAL REDUCTION STATUS IMPACT REPORT - CHESTER LANDFILL
2024

Task 11 Organic Disposal Reduction Status Impact Report

Operators of solid waste landfills are required to submit to CalRecycle an Organic Disposal Reduction Status Impact Report (SIR) in accordance with CCR Title 27 Section 21695. The SIR provides an analysis of potential impacts from organic disposal reduction as required under Public Resources Code Section 42652.5. The SIR is to be prepared under the supervision of a California licensed civil engineer or engineering geologist. The purpose of the document is to determine what changes, if any, need to be made to the Joint Technical Document (JTD) for the landfill due to the diversion of organic waste.

CalRecycle has published detailed guidance on the required contents of the SIR. The guidance states the SIR must include the following:

1. An analysis of impacts and timing of impacts to site development.
2. Impacts to waste types and volumes, including a comparison of organic waste volumes disposed of at the landfill prior to and after the implementation of the organic disposal reduction requirements.
3. Any actual or projected reductions in organic waste types and volumes.
4. An analysis of daily and intermediate cover use through the end of 2022 and the length of time intermediate cover has been used for each disposal area.
5. A description of how the intermediate cover will be maintained in accordance with 27 CCR Section 20700 (a).
6. Information on all instantaneous surface readings of methane greater than 500 parts per million by volume (ppmv) in the areas of intermediate cover that has or will be in place for more than 12 months.
7. Volumetric capacity estimates, including the estimated timing of impacts based on the landfill experiencing a 50 percent reduction in organic waste disposal by 2020 and 75 percent by 2025. Comparison of these impacts to estimated landfill lifetime and capacity given in the most recent JTD and closure/post-closure maintenance plan.
8. A discussion of changes in waste handling methods.
9. Any implemented or planned changes in the landfill gas control or monitoring systems.
10. Calculated changes in landfill gas generation models.
11. Anticipated changes in the landfill's operational plans and final closure design.
12. Changes to the final grading plan, including updated design drawings if applicable.
13. Changes to the site life estimate included in the most recent JTD.
14. Any impacts or changes to landfill ancillary facilities.
15. Anticipated changes to the landfill's financial assurance mechanisms.

Because the Chester Landfill has not received organic wastes since 1997 and currently only receives inert demolition and construction debris, many of these items do not apply to the facility. The landfill is expected to be largely unaffected by the diversion of organic waste; however, each item must still be addressed with an explanation for the lack of anticipated changes. The SIR will serve this purpose.

Exhibit "B"
COST ESTIMATE
ORGANIC DISPOSAL REDUCTION STATUS IMPACT REPORT - CHESTER LANDFILL
2024

The cost to complete the work in Exhibit "A" is shown in Table 1. Work will be performed on a time-and-materials basis at the rates shown in Exhibit "C" VESTRA 2024 Rate Schedule.

Table 1	
COST ESTIMATE	
Task No./ Description	Estimated Cost
Task 11 Organic Disposal Reduction Status Impact Report	
Organic Disposal Reduction Status Impact Report	\$4,400
Task 11 – Subtotal	\$4,400
Total	\$4,400
Notes: Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2024 Rate Schedule.	



**PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: April 16, 2024

SUBJECT: Approve Contract for The Move-It Company to transport a copier where the lease has expired. Approved as to form by County Counsel.

Recommendation:

Approve Contract for The Move-It Company to transport a copier where the lease has expired. Approved as to form by County Counsel.

Background and Discussion:

.

Action:

Approve Contract for The Move-It Company to transport a copier where the lease has expired. Approved as to form by County Counsel.

Fiscal Impact:

.

Attachments:

1. Contract - Move It - Copier - Signed

TRANSPORTATION AGREEMENT

This Agreement, by and between the Plumas County Assessor, hereinafter called "SHIPPER", located at 1 Crescent Street Quincy, CA 95971 and the independently affiliated Movelt Companies; Computer Transportation Services, td. doing business as Movelt Specialized Logistics, and CTS Air Services, Inc. doing business as MoveIt Freight Solutions, both located at 103 Movelt Dr., Breda, IA, 51436 and Shipping Source, Inc. located at 302 Cottonwood, Auburn, IA 51433; the independent corporations, hereinafter collectively called "MOVEIT"

For the purposes of this agreement, the Movelt company issuing the quote or invoice shall be severally liable for only actions specific to that transaction between" SHIPPER" and "MOVEIT".

RECITALS

A.WHEREAS, MOVEIT holds all the necessary licenses and bonds to operate as Property Broker and copies of MOVEIT's Broker's authority and Broker's Surety Bond are available upon request; and

B. WHEREAS, SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of MOVEIT to arrange for the transportation of SHIPPER's freight. NOW THEREFORE, intending to be legally bound, MOVEIT and SHIPPER agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall be one (1) year, commencing on the date first mentioned below, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. SERVICE. MOVEIT agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations. MOVEIT's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight by a licensed and insured Carrier.

3.VOLUME.

A.SHIPPER agrees to tender shipments from time to time to MOVEIT, and MOVEIT agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. SHIPPER is not restricted from tendering freight to other transportation providers. MOVEIT is not restricted from arranging transportation for other parties.

B. SHIPPER shall be responsible to MOVEIT for timely and accurate pick up and delivery instructions and description of the cargo, including any special handling requirements, for any shipment. It is understood between parties that it is the responsibility of the party tendering the freight to ensure that goods are properly prepared for shipping and that the Carrier's inventory and condition report is accurate. It is also understood that it is the responsibility of the Consignee to inspect the condition of the goods and verify the piece count upon delivery, and to document exceptions on the Bill of Lading prior to acceptance of goods from Carrier. All items must be inspected upon delivery. If exterior damage to a container is noted the container must be opened, contents inspected, and any exceptions noted on the delivery receipt. "Subject to Inspection" exceptions noted on the Bill of Lading will not be honored. Failure to document proper exceptions on the Bill of Lading may result in declination of a claim.

4. RECEIPTS AND BILLS OF LADING. If requested by SHIPPER, MOVEIT agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of MOVEIT's name on the Bill of Lading shall be for SHIPPER's convenience only and shall not change MOVEIT's status as a property broker. The terms and conditions of any freight documentation used by broker or carrier selected by MOVEIT may not supplement, alter, or modify the terms of this Agreement.

5. PAYMENTS. All shipments are on a prepaid basis unless other credit terms are established. MOVEIT shall invoice SHIPPER for its services in accordance with agreed upon rates, and charges. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon MOVEIT's invoice to SHIPPER and SHIPPER's payment to MOVEIT. Quotes are based on the information provided. Additional charges may apply for auxiliary service, special equipment, waiting time, weight increase, extra labor, late cancellation, or any other circumstances that MOVEIT has not been made aware of at time of estimate. SHIPPER agrees to reimburse MOVEIT for any additional charges incurred. Once credit terms are established, SHIPPER agrees to pay MOVEIT's invoice within 30 days of invoice date without deduction or setoff. MOVEIT shall apply payment to the amount due for the specified invoice, regardless whether

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there are earlier unpaid invoices. Payment of the freight charges to MOVEIT shall relieve SHIPPER, Consignee or other responsible party of any liability to the Carrier for non-payment of its freight charges; and MOVEIT hereby covenants and agrees to indemnify SHIPPER, Consignee or other responsible party against such liability. SHIPPER agrees to pay all posted tariff charges and interest at the rate of 1.5% per month or 18% A.P.R. on delinquent accounts. SHIPPER further agrees to pay all collection fees, attorney fees, court costs and filing fees in the event of default.

6. FREIGHT CLAIMS

A. The parties agree that in the event SHIPPER determines it has a claim for cargo loss or damage against any Carrier transporting a load tendered to it by MOVEIT, and SHIPPER has not declared a value for carriage, MOVEIT will act as administrator for the claim and ensure that all claims are filed and processed with the Carrier. Sole and ultimate responsibility for damages claimed are the responsibility of the Carrier. Any and all litigation to determine the Carrier's liability for cargo loss or damage shall be between SHIPPER and Carrier. All matters pertaining to MOVEIT's performance under Section 2 of this Agreement, rates and charges shall be solely between SHIPPER and MOVEIT.

B. When declared cargo valuation is requested in writing prior to pick up of a shipment and paid for by SHIPPER, MOVEIT represents that effective cargo insurance coverage procured by MOVEIT from a third-party insurer will be in place, and that the benefits of such declared cargo valuation shall inure to SHIPPER. MOVEIT shall not be responsible or liable to pay any deductible applicable under any other policy procured by SHIPPER. A Certificate of Liability Insurance is available upon request. In the absence of a written request for declared cargo valuation, SHIPPER expressly agrees that MOVEIT's maximum liability for any breach of Section 2 above with respect to each shipment moving under the terms of this Agreement shall be at \$0.60 per pound per article for the actual weight of any lost, missing, damaged or delayed article(s). In the event MOVEIT is adjudged liable to SHIPPER for any breach of Section 2 above, the \$0.60 per pound per article released valuation shall apply to all loss, damage or delay from a Carrier's negligence and shall apply to any claims resulting from the performance or failure to perform by Carrier of any services, including accessorial services, which Carrier has contracted to perform.

c. Freight Not Covered by Cargo Insurance: MOVEIT shall have no liability for, and no insurance coverage under Section 6(b) shall apply to, certain goods including but not limited to loss, damage or delay to the following: contraband; accounts, bills, deeds, evidences of debt, money, notes, securities, plans, blueprints and other similar papers; precious metals, precious and semiprecious stones, jewelry, furs, garments trimmed with fur, paintings, statuary and other works of art (unless recently appraised, professionally packed & crated); property carried gratuitously or as an accommodation. A copy of the complete insurance policy with all terms, conditions and exclusions is available on request.

D. Intent to file claims for cargo damage or loss must be filed in writing and sent to the MOVEIT company issuing shipment quote or invoice within 15 (fifteen) days from date of delivery. As a condition precedent to recovery, formal claim, and all supporting documentation must be filed in writing and be received in hand by MOVEIT within nine (9) months after delivery to Consignee. If formal claim and all supporting documentation are not received within nine (9) months after delivery to Consignee the claim will be considered denied and closed. SHIPPER or Consignee must make goods and packaging materials available for inspection, or no claim shall be entertained. No claim shall be reviewed until all shipping and related charges have been paid to MOVEIT. Claim amounts may not be deducted from shipping charges. Direct Carrier fault during transit must be established before a claim will be paid. In no case shall liability for loss or damage exceed the lesser of: (A) claimant's purchase invoice amount; (B) or in the absence of an invoice for the lost or damaged property, the actual cash market value at time and place of loss or damage, or (C) the cost to repair or replace such lost or damaged property with other property of like kind and quality.

E. SHIPPER must file any civil action against MOVEIT in a court of law in accordance with Section 14 below within two (2) years from the date the Carrier or MOVEIT provides written notice to SHIPPER that the Carrier has disallowed any part of the claim in the notice. It is understood and agreed that MOVEIT is not a Carrier and that MOVEIT shall not be liable for loss, damage or delay in the actual Carrier's transportation of SHIPPER's property, unless caused by MOVEIT's own acts or omissions in the performance of Section 2 of this Agreement.

F. MOVEIT shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by MOVEIT to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to MOVEIT to allow MOVEIT to subrogate to SHIPPER's rights and loss. In no event shall MOVEIT or the Carrier be liable to SHIPPER, or anyone else, for special, incidental, or consequential damages, including, but not limited to; lost profits, lost market value, and lost data that relate to loss, damage or delay to a shipment, unless SHIPPER has informed MOVEIT in written or electronic form, prior to or when tendering a shipment or series of shipments to MOVEIT, of the potential nature, type and approximate value of such damages, and MOVEIT or the Carrier specifically agrees in written or electronic form to accept responsibility for such damages.

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G. Coinsurance. If SHIPPER declares cargo valuation under Section 6(B) above, MOVEIT shall be liable to SHIPPER in the event of loss, damage or delay of the goods for no greater proportion than the declared valuation amount insured bears to 100% of the C&F (cost plus freight) value of all covered property at destination at the time of loss or damage.

H. Personal injury and property claims relating to the transportation of SHIPPER'S goods by the Carrier are the responsibility of the Carrier and any and all litigation arising from a claim for cargo loss or damage shall be between SHIPPER and Carrier.

1. Claims for concealed damage will not be paid. For declared cargo valuation coverage to apply under Section 6(B) above, there must be visible marks on the container or packing material surrounding the damaged item(s) evidencing damage was due to an external source in transit. MOVEIT and Carrier shall have no liability for mechanical malfunction, derangement or cost to recalibrate or adjust transported goods unless there are transit-related visible marks on the container and physical damage to the goods.

7. OTHER CLAIMS. Either party shall notify the other in writing within sixty (60) days after learning of any claims other than for cargo loss, damage or delay claims, and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced in a court of law in accordance with Section 14 below within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. AUCTION SHIPMENTS. When SHIPPER places an order with MOVEIT and the order originates from an auction site. SHIPPER authorizes MOVEIT and any agents designated by MOVEIT to act on SHIPPER's behalf to pick up the purchased assets from the designated auction site. MOVEIT and its agents will do their best to collect all items listed on the auction invoice, and make a careful inventory, but SHIPPER shall indemnify and hold harmless MOVEIT and its agents from consequential or punitive damages or loss claims arising from purchased items not being picked up. If items are clearly missing, or if there is a discrepancy between the auction invoice and the items tendered by the auction company, and if MOVEIT is aware of the discrepancy, MOVEIT will make every effort to notify SHIPPER before the items are transported. If items are purchased which are not clearly identified on the auction invoice, shipper will provide MOVEIT with accurate descriptions and piece counts, and specific instructions to pick up these items. Unless specifically stated elsewhere, in writing, payment is due to MOVEIT before pick up from auction site. In the event that nonpayment delays delivery of items, shipper may be responsible for additional charges, including, but not limited to storage, redelivery, and loss of discount. If payment is not received after 30 days, notice will be given that freight is considered abandoned, and shipper will be responsible for all disposal costs. Where SHIPPER declares cargo valuation on auction goods under Section 6(B) above, each such shipment will be insured at the amount of the auction purchase price plus freight charges, unless a greater amount, not to exceed the goods' appraised fair market value, is agreed to in writing. Under no circumstances

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992483 will MOVEIT's limited liability under Section 2 above for any loss, damage or delay of auction goods exceed their auction purchase price plus freight charges.

9. INDEMNIFICATION. MOVEIT and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement of any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party.

10. ASSIGNMENT/MODIFICATIONS OF AGREEMENT. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party . No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

11. SEVERABILITY[SURVIVABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.

Initialed

12. INDEPENDENT CONTRACTOR. It is understood between MOVEIT and SHIPPER, that MOVEIT is not an agent for the Carrier or SHIPPER. MOVEIT and Carrier shall remain at all times independent contractors. SHIPPER does not exercise or retain any control or supervision over MOVEIT, its operations, employees, or carriers. MOVEIT does not exercise or retain any control or supervision over Carrier, its operations, employees, or subcarriers.

13. FORCE MAJEURE. Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by an act of God, fire, flood, or other natural disaster, act of public enemy, war, embargo, riot, civil disobedience, terrorism, or the intervention of any government authority, or any other cause beyond the control of the SHIPPER or MOVEIT, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

14. CHOICE OF LAW AND VENUE. This Transportation Agreement shall be governed by applicable federal law. All questions concerning the construction of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All claims and disputes between SHIPPER and MOVEIT arising under this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts of California.

15. ENTIRE AGREEMENT: This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Transportation Agreement to be executed in their respective names by their fully -authorized representatives as of the dates below.

MOVEIT

SHIPPER

Company: Movelt

Company: _____

Signature: EN. Partridge Blessington

Signature: _____

Please Print: EN. Partridge Blessington

Please Print: _____

Title: Corporate Secretary

Title: _____

Date: 3/27/2024

Date: _____

Initialed

Froggatt, Cindie

From: Elin Winblad <elin@moveit.com>
Sent: Thursday, February 22, 2024 8:04 AM
To: Froggatt, Cindie; Indigo
Subject: Re: Movelt Prepayment Invoice
SL028383

o

CAUTION: This email the sender
and know the content is safe

DO not click links or open

Attachments unless you recognize

On our end it will be E. N. Partridge Blessington, Movelt Corporate Secretary.
Thank you
Elin

on 2/21/2024 5:54 PM, Froggatt, Cindie wrote:

Hi there.

In order to approve the contract, my County Counsel would like to know who will be signing this contract?

Thank you,

Cindy E. Froggatt
Plumas County Assessor
1 Crescent Street
Quincy CA 95971
530/283-6152
Fax: 530/283-6195

From: Elin Winblad <elin@moveit.com>
Sent: Thursday, January 11, 2024 8:39 AM
To: Froggatt, Cindie <CindieFroggatt@countyofplumas.com>; Indigo <indigo@moveit.com>
Subject: Re: Movelt Prepayment Invoice SL028383

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi

Just following up on this. Please reach out when you are ready to book. I will cancel this for now but can reopen it when I hear from you. Thank you
Elin



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Chad Hermann, Undersheriff
MEETING DATE: April 16, 2024
SUBJECT: Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant 1 (one) extra-help Court Security; not to exceed 29 hours per week; (No General Fund Impact) in FY23/24 budget.

Recommendation:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant 1 (one) extra-help Court Security; not to exceed 29 hours per week; (No General Fund Impact) in FY23/24 budget.

Background and Discussion:

.

Action:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant 1 (one) extra-help Court Security; not to exceed 29 hours per week; (No General Fund Impact) in FY23/24 budget.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeremy Beatley, Operations Sergeant

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Plumas County Sheriff's Office/Animal Services to accept up to \$40,000 donation from High Sierra Animal Rescue for the purpose of providing spay/neuter vouchers.

Recommendation:

Request authorization for Plumas County Sheriff's Office/Animal Services to accept up to \$40,000 donation from High Sierra Animal Rescue for the purpose of providing spay/neuter vouchers.

Background and Discussion:

The Plumas County Animal Services spay/neuter program has been an incredible success during the 2023/2024 program cycle. The program has greatly reduced the number of homeless pets and provided hundreds of animal adoptions that were previously unfeasible. All grant funds provided for the spay/neuter program have been utilized, and future grant monies are unknown at this time. This donation from High Sierra Animal Rescue will allow the spay/neuter program to continue.

Action:

Request authorization for Plumas County Sheriff's Office/Animal Services to accept up to \$40,000 donation from High Sierra Animal Rescue for the purpose of providing spay/neuter vouchers. Funds to be deposited into spay/neuter budget Department 20424.

Fiscal Impact:

No General fund impact

Attachments:

1. High Sierra Animal Rescue Donation letter



High Sierra Animal Rescue

103 Meadowridge Lane P.O. Box 548 Portola, CA 96122 (530) 832-4727 Fax: (530) 832-5973

March 15, 2024

Alex Saez, Animal Control Supervisor
Plumas County Animal Services
201 Mill Creek Road
Quincy, CA 95971

Re: PCAS/High Sierra Animal Rescue Spay/Neuter Collaboration

Dear Alex:

This letter is to follow-up from our meeting yesterday regarding how High Sierra Animal Rescue ("HSAR") can assist with extending the County's spay/neuter voucher program. We know that despite the overwhelming success of the County's most recent spay/neuter voucher program, there remains an urgent need to get additional dogs and cats within Plumas County spayed or neutered.

To that end, HSAR is prepared to contribute up to \$40,000 as needed to continue the Spay/Neuter program your efforts have initiated. These monies are being made available through our fundraising efforts, including bequests, specifically designated for this purpose. Reducing the number of homeless pets is a major part of HSAR's mission and "managing the population" is one of our four pillars for success.

Additionally, as mentioned during our meeting, HSAR has volunteers and staff who are willing to assist in other ways to help accomplish this goal, i.e. helping with transportation of pets to appointments, tracking of vouchers, etc.

It is our hope and expectation that this offer will be promptly accepted by the Sheriff's Department and the Board of Supervisors so that this voucher program can continue uninterrupted and without delay.

We appreciate the continued relationship HSAR has with PCAS and we look forward to the continuance of our mutual goal, reducing the overpopulation of unwanted pets and eliminating euthanasia of adoptable animals in Plumas County.

Very truly yours,

Carole Scott, President - High Sierra Animal Rescue

cc: Chuck Franck, Vice President - High Sierra Animal Rescue



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 16, 2024

SUBJECT: Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Transfers Out Expense (528000) Using Projected Fund Balance as of June 30, 2024 by a total of \$40,000.00. Discussion and possible action. (Four/Fifths Vote)

Recommendation:

The Manager of the Beckwourth CSA respectfully recommends that the Board of Supervisors authorize the BCSA to use its fund balance to increase the Special Department Expense (524400), Professional Services Expense (521900), and Transfers Out Expense (528000); in the amounts of \$15,000; \$11,000; and \$14,000 respectively.

Background and Discussion:

On September 29, 2023, the Plumas County Board of Supervisors adopted the final budget for Plumas County, which included the BCSA.

It is projected that the CSA will exceed its budgeted expenditures for Special Department expenses, Professional Services, and Transfers Out. It is further projected that the BCSA budget for FY 23/24 will have sufficient cash to cover these additional expenditures.

Action:

Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Transfers Out Expense (528000) Using Projected Fund Balance as of June 30, 2024 by a total of \$40,000.00. Discussion and possible action. **(Four/Fifths Vote)**

Fiscal Impact:

No General Fund Impact. Paid for by Beckwourth CSA.

Attachments:

1. BCSA Supplemental Budget Request

TRANSFER NUMBER
(Auditor's Use Only)

Date 3/28/2024

Board
Board
Board
Auditor
Auditor

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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) expenses are higher than anticipated

B) spending down cash balance

C) Invoices must be paid in FY 23/24

D) _____

Approved by Department Signing Authority: Darius Fink

☒ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: Maria G...

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: April 16, 2024

SUBJECT: **10:00AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive the first reading of an ORDINANCE of the County of Plumas, State of California, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Staff recommends the Board of Supervisors take the following actions:

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

Background and Discussion:

INTRODUCTION:

The item before the Board of Supervisors is regarding an amendment of the Plumas County Code (PCC), Title 9 Planning and Zoning for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs) and the determination under the California Environmental Quality Act (CEQA).

The purpose of amending several articles of Title 9 Planning and Zoning, Chapter 2 Zoning, including the addition of Article 45 – Accessory Dwelling Units – is to permit ADUs and JADUs in zoning districts consistent with “State ADU Law” (California Government Code Sections 65852.150 through 65852.23) and to establish ministerial permit procedures, development standards, and regulations, in addition to the inclusion of new relevant definitions. Pursuant to the proposed Article 45, attached, detached, and conversion accessory dwelling units and junior accessory dwelling units would be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of Article 45.

PLANNING COMMISSION:

The Planning Commission’s duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a noticed public hearing (Plumas County Code sections 9-2.905 and 9-2.906). The Planning Commission previously discussed the ADU Ordinance amendments and additions at the regularly scheduled Planning Commission meeting on February 15, 2024. Subsequently, the Planning Commission held a properly noticed public hearing on April 4, 2024, and received no public comment, received substantive Planning Commission comments, County Counsel comments, additional Planning staff editorial corrections, and took action and adopted Resolution Number P.C. 2024-1 (Attachment 1) making recommendations to the Board of Supervisors to:

1. Find that the amendments of and additions to Title 9 Planning and Zoning of the Plumas County Code

by Ordinance for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), are exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorical Exemption – which exempts new construction or conversion of small structures, such as accessory dwelling units.

2. Adopt the Ordinance amending and adding to Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit “A” attached, and as amended by Planning Commission comments at the April 4, 2024, Planning Commission public hearing.

The Planning Commissioners' comments and direction to Planning staff included:

- Clarifying when/if solar photovoltaic (PV) systems are required (ANSWER - sometimes PV systems are required - see Sec. 9-2.4505(i) and Sec. 9-2.4508(f)).
- Contacting Environmental Health (Rob Robinette, Interim Director) to understand septic and water systems implications and clarify code language, if necessary (ANSWER - additional sections were included to capture septic and water systems - see Sec. 9-2.4505(f)(2) and (f)(3) and Sec. 9-2.4508(d)(2) and (d)(3)).

Additionally, other minor editorial corrections were made for purposes of language and code consistency and Deputy County Counsel provided comments to clarify code language under Sec. 9-2.4505(a)(2)(ii).

The proposed DRAFT ADU Ordinance is included as Attachment 2 to this staff report.

Action:

Staff recommends the Board of Supervisors take the following actions:

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

Fiscal Impact:

Planning staff and the County's consultant (Workbench and Metta Urban Design) time is compensated under the SB2 State Planning Grant.

Attachments:

1. Resolution PC 2024-1-FINAL_State ADU Law_ORD
2. DRAFT_4.16.24_ADU Ordinance 2024-

RESOLUTION NUMBER P.C. 2024-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT AN ORDINANCE BE ADOPTED AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2 DEFINITIONS; ARTICLE 4 GENERAL REQUIREMENTS; ARTICLE 5 NONCONFORMING STRUCTURES AND USES; ARTICLE 13 SINGLE-FAMILY RESIDENTIAL ZONE (2-R, 3-R, AND 7-R), ARTICLE 14 MULTIPLE-FAMILY RESIDENTIAL (M-R); ARTICLE 15 SUBURBAN ZONE (S-1); ARTICLE 16 SECONDARY SUBURBAN ZONE (S-3); ARTICLE 17 RURAL ZONE (R-10); ARTICLE 18 RURAL ZONE (R-20); ARTICLE 19 CORE COMMERCIAL ZONE (C-1); ARTICLE 20 PERIPHERY COMMERCIAL ZONE (C-2); ARTICLE 21 CONVENIENCE COMMERCIAL ZONE (C-3); ARTICLE 22 RECREATION COMMERCIAL ZONE (R-C); ARTICLE 23 RECREATION ZONES (REC-P, REC-1, REC-3, REC-10, REC-20); ARTICLE 25 HEAVY INDUSTRIAL ZONE (I-1); ARTICLE 26 LIGHT INDUSTRIAL ZONE (I-2); ARTICLE 30 AGRICULTURAL PRESERVE (A-P); ARTICLE 31 GENERAL AGRICULTURE ZONE (GA); ARTICLE 33 GENERAL FOREST ZONE (GF); ARTICLE 34 MINING ZONE (M); AND ADDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 45 ACCESSORY DWELLING UNITS; AND AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4 DEFINITIONS; AND THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CALIFORNIA PUBLIC RESOURCES CODE SEC. 21080.17 AND CEQA GUIDELINES SECTION 15303 (CLASS 3) – CATEGORIAL EXEMPTION

WHEREAS, the California State Legislatures finds and declares accessory dwelling units are a valuable form of housing in California; accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods; homeowners who create accessory dwelling units benefit from added income, and an increased sense of security; allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California; California faces a severe housing crisis; the state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners; accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; accessory dwelling units are, therefore, an essential component of California's housing supply; and

WHEREAS, it is the intent of the California State Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance; and

WHEREAS, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Articles 2, 4, 5, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 30, 31, 33, and 34; and adding Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 45 Accessory Dwelling Units; and amending Plumas County Code Title 9 Planning and Zoning, Chapter 9 State Responsibility Area Fire Safe Regulations, Article 4 is necessary for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), in zoning districts consistent with State ADU Law (California Government Code Sections 65852.150 through 65852.23); and

WHEREAS, the Planning Commission held a workshop on February 15, 2024, to review, take public comment, and propose amendments and additions to Plumas County Code Title 9 Planning and Zoning to establish ministerial permit procedures, development standards, and regulations for reviewing and approving ADUs and JADUs; and

WHEREAS, the Planning Commission held a properly noticed public hearing on April 4, 2024, for the proposed ADU Ordinance and received testimony from all interested parties.

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

1. Find that the amendments of and additions to Title 9 Planning and Zoning of the Plumas County Code by Ordinance for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), are exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorical Exemption – which exempts new construction or conversion of small structures, such as accessory dwelling units.
2. Adopt the Ordinance amending and adding to Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit “A” attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 4th day of April, 2024, by the following roll call vote:

AYES:	Commissioners: <i>Spencer, Montgomery, West</i>
NOES:	Commissioners: <i>None</i>
ABSTAIN:	Commissioners: <i>None</i>
ABSENT:	Commissioners: <i>Moorea Hoffman Stout</i>

Said resolution to be effective as of the 4th day of April, 2024.



Charles Leonhardt
Chair, Plumas County Planning Commission

ATTEST:



Marco Velazquez, Associate Planner, Clerk of the
Planning Commission

“EXHIBIT A”

PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING CHAPTER 2 ZONING

Article 2. Definitions

Sec. 9-2.201.1. Accessory dwelling unit.

“Accessory dwelling unit” or “ADU” shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same parcel as the a proposed or existing single-family dwelling unit or multiple-family dwelling structure is or will be situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

~~An accessory dwelling unit shall either be attached to the existing dwelling unit, or located within the living area of the existing dwelling unit, or detached from the existing dwelling unit and located on the same property as the existing dwelling unit. The increased floor area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding garages or any accessory structure. No passageway from any street to an entrance of the accessory dwelling unit shall be required.~~

Sec. 9-2.201.2. Accessory dwelling unit, attached.

“Attached accessory dwelling unit” shall mean a second independent living unit attached to the primary dwelling unit.

Sec. 9-2.201.3. Accessory dwelling unit, detached.

“Detached accessory dwelling unit” shall mean a second independent living unit separated from the primary dwelling unit.

Sec. 9-2.201.4. Accessory dwelling unit, conversion.

“Conversion accessory dwelling unit” shall mean a space such as a garage, primary bedroom, or other accessory structure that is converted into a second independent living unit.

Sec. 9-2.201.5. Accessory dwelling unit, junior.

“Junior accessory dwelling unit” or “JADU” shall mean a type of accessory dwelling unit that is contained entirely within the primary dwelling unit, including attached garages and shall not exceed 500 square feet. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing primary dwelling unit.

Sec. 9-2.213.5. Bed and breakfast inn.

"Bed and breakfast inn" shall mean a lodging facility where:

- (a) The maximum number of guest rooms:
 - (1) Does not exceed five (5); except

“EXHIBIT A”

- (2) If the number of dwelling units and additional quarters and the ~~one guest house accessory dwelling units~~ as would be permitted by the zoning for the property and the size of the property, both as permitted uses and as uses subject to issuance of a planned development permit, less one for the residence of the owner or manager, would be more than five (5), then the maximum number of guest rooms does not exceed that number.
- (b) The owner or manager resides on the property;
- (c) Meals are served to guests of the inn only;
- (d) On-site parking is adequately screened from view from the street;
- (e) The use maintains the architectural integrity of the building and the character of the neighborhood; and
- (f) There is no more than one business sign of no more than six (6) square feet, or no more than one business sign of no more than twenty-four (24) square feet where the use is in the Multiple-Family Residential Zone (M-R).

Sec. 9-2.232. Family.

“Family” shall mean ~~a person or persons living as an economic unit~~ one or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

~~Sec. 9-2.240. Guest house.~~

~~"Guest house" shall mean an independent structure of an area of no more than 1,200 square feet, excluding garages and carports.~~

Article 4. General Requirements

Sec. 9-2.405. Camping.

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

Sec. 9-2.408. Garages and carports.

- (a) *Garage and carport conversion.* Garages and carports may be converted to other uses only if they meet the yard requirements of the zone in which the garage or carport is located, except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit. ~~A setback of no more than five (5') feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.~~ For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.
- (b) *Garages.*
 - (1) Garages shall be located not closer than forty (40') feet from the center line of the street nor ten (10') feet from the front line, whichever is greater, except as set forth below.
 - (2) Garages need not be set back further than the minimum front yard for the zone in which they are located.

“EXHIBIT A”

- (3) Where the front yard adjoins a Class 7 road, garages shall be no closer than thirty-five (35') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
 - (4) Where the front yard adjoins a Class 8 road, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
 - (5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
- (c) *Carports.*
- (1) Carports shall be located not closer than thirty (30') feet from the center line of the street, except as set forth below.
 - (2) Carports need not be set back further than the minimum front yard for the zone in which they are located.
 - (3) Where the front yard adjoins a Class 7 road, carports shall be no closer than twenty-five (25') feet from the center line of the street.
 - (4) Where the front yard adjoins a Class 8 road, carports shall be no closer than twenty (20') feet from the center line of the street.
 - (5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, carports shall be no closer than twenty (20') feet from the center line of the street.
 - (6) In no case shall a carport extend beyond the front line.
- (d) *Roof shedding.* In no case shall the roof of a garage or carport shed onto the road right-of-way.

Sec. 9-2.414. Parking and loading.

- (a) *Application.* Listed in this section are the minimum off-street parking requirements. Uses involving the receipt and distribution of materials shall be subject to the minimum loading space requirements. Where parking and loading requirements cannot be based solely upon the uses listed, the Planning Director shall determine the requirements or the additional requirements. Any parking and loading requirements may be modified, as necessary, by the Planning Director.
- (b) *Number of spaces.* Off-street parking spaces shall be provided at the rates set forth below:

Basis	Parking Spaces
Dwelling units	Two
Accessory dwelling units	One, except as modified below in Article 45, Accessory Dwelling Units, of this chapter
Additional quarters	One
Guest houses	One
Employees	One for each of the employees working at one time
Seating	One for every four seats, or fraction thereof
Sales and service floor areas	One for each 500 square feet, or fraction thereof
Boat ramps	Twenty

“EXHIBIT A”

~~No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:~~

- ~~(1) The accessory dwelling unit is located within one-half mile of public transit.~~
- ~~(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.~~
- ~~(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.~~
- ~~(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.~~
- ~~(5) When there is a car share vehicle located within one block of the accessory dwelling unit.~~

	Loading Spaces
Any of floor, storage or merchandise areas or combinations thereof	One for each 5,000 square feet, or fraction thereof

(c) Design.

(1) *Parking lots.* The following shall be the minimum parking lot design standards:

Angle of Space	Parking Space Dimensions		Maneuvering Aisle Width	
	Depth	Width Perpendicular to Depth	One-Way	Two-Way
0° (Parallel)	8'	20'	12'	22'
45°	16'	12'	15'	22'
60°	18'	10'	20'	22'
90° (Perpendicular)	18'	9'	27'	27'

All maneuvering aisles shall be off-street. When five (5) or more spaces are required, maneuvering aisles and all required parking spaces shall be provided off-street and on-site. When four (4) or fewer spaces are required, the requirement for off-street parking shall be waived if the property has sufficient street frontage to provide for the number of waived spaces; except that off-street parking required for dwelling units; ~~and~~ additional quarters ~~and guest houses~~ shall not be waived. When off-street parking of four (4) or fewer spaces is provided, maneuvering aisles shall be provided. Maneuvering aisles shall not be required for off-street parking required for dwelling units; ~~and~~ additional quarters ~~and guest houses~~ when four (4) or fewer spaces are required. Maneuvering aisles shall be required for off-street parking required for dwelling units; ~~and guest houses and~~ additional quarters when five (5) or more spaces are required. All spaces shall have unimpeded access. Where parking rows opposite each other are of different angles and share the same maneuvering aisle, the greater of two (2) required widths shall be used.

All spaces along property lines shall have a minimum six (6") inch by six (6") inch raised curb or equivalent barrier precluding entry from other property or from streets not used for maneuvering.

(2) *Loading spaces.* The following shall be the minimum loading space design standards:

Use	Width	Depth	Clearance Height
Commercial	10'	35'	14'

“EXHIBIT A”

Industrial	10'	50'	14'
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Exits from loading spaces onto streets shall not be made by backing, and entries to loading spaces shall not be made by maneuvering in the traveled way of the street.

- (3) *Boat ramps.* Boat ramp parking spaces shall be thirty-five (35') feet long.

Article 5. Nonconforming Structures and Uses

Sec. 9-2.503. Nonconforming structures.

- (a) *Repair, maintenance, and internal alterations.* A lawful nonconforming structure may be repaired, maintained, or altered internally, unless otherwise restricted.
- (b) *Restoration.* A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored either within one year after the occurrence of the damage or upon the issuance of a special use permit.
- (c) *Enlargement.*
- (1) A structure, lawfully nonconforming as to yard requirements, height, or lot coverage, may not be added to or enlarged unless the additions and enlargements are made in conformance with the regulations of the applicable zone or upon the issuance of a variance; except as modified below:
- (1.1) Enlargement of an accessory dwelling unit as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (2) A structure, lawfully nonconforming for reasons other than those set forth in subsection (1) of this subsection, may be added to or enlarged upon the issuance of a special use permit.
- (d) *Relocation.* A lawful nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is presently located unless, as a result of the move, the structure shall conform with the regulations of the zone in which the structure will be located after the move.

Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R).

- (a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):
- (1) One dwelling unit; ~~one accessory dwelling unit~~; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~
- (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;
- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns; ~~and~~
- (3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:

“EXHIBIT A”

- (1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story; ~~and~~
- ~~(c) Setback for existing garage that is converted to an accessory dwelling unit: None; and~~
- ~~(d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.~~

Article 14. Multiple-Family Residential Zone (M-R)

Sec. 9-2.1402. Uses (M-R).

- (a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):
 - (1) Dwelling units and manufactured homes, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area; ~~accessory dwelling units; and~~
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, emergency shelter, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home business, one- or two-person business offices, and one- or two-person personal services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.
- (c) Telecommunications facilities in the Multiple-Family Residential Zone (M-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1405. Yards (M-R).

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None and;

- (b) Side and rear yards: Five (5') feet per story. ~~and~~
- ~~(c) Setback for existing garage that is converted to an accessory dwelling unit: None; and~~
- ~~(d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.~~

Article 15. Suburban Zone (S-1)

Sec. 9-2.1502. Uses (S-1).

- (a) The following uses shall be permitted in the Suburban Zone (S-1):
 - (1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1505. Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) ~~and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):~~

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 16. Secondary Suburban Zone (S-3)

Sec. 9-2.1602. Uses (S-3).

- (a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):
 - (1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, horticulture, home businesses, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:

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- (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
- (2) Home industry, nurseries, and animal breeding and boarding.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation-oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Secondary Suburban Zone (S-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1605. Yards (S-3).

The minimum yard requirements in the Secondary Suburban Zone (S-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 17. Rural Zone (R-10)

Sec. 9-2.1702. Uses (R-10).

- (a) The following uses shall be permitted in the Rural Zone (R-10):
 - (1) One dwelling unit, including additional quarters; ~~one guest house~~; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facility, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Rural Zone (R-10) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1705. Yards (R-10).

The minimum yard requirements in the Rural Zone (R-10) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 18. Rural Zone (R-20)

Sec. 9-2.1802. Uses (R-20).

- (a) The following uses shall be permitted in the Rural Zone (R-20):
 - (1) One dwelling unit, including additional quarters; ~~one guest house~~; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Rural Zone (R-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1805. Yards (R-20).

The minimum yard requirements in the Rural Zone (R-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 19. Core Commercial Zone (C-1)

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Sec. 9-2.1902. Uses (C-1).

- (a) The following uses shall be permitted in the Core Commercial Zone (C-1):
 - (1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots.
 - (2) Lodging on the second floor if the entire first floor is in commercial use.
 - (3) One dwelling unit, including additional quarters, where the residential uses does not exceed the floor area of the commercial use; ~~and~~
 - (4) Dwelling units on the second floor if the entire first floor is in commercial use; ~~and~~
 - (5) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.
- (c) Telecommunications facilities in the Core Commercial Zone (C-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1905. Yards (C-1).

The minimum yard requirements in the Core Commercial Zone (C-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 20. Periphery Commercial Zone (C-2)

Sec. 9-2.2002. Uses. (C-2).

- (a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):
 - (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel; ~~and~~
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; ~~and~~
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and

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- (2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Periphery Commercial Zone (C-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2005. Yards (C-2).

The minimum yard requirements in the Periphery Commercial Zone (C-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 21. Convenience Commercial Zone (C-3)

Sec. 9-2.2102. Uses (C-3).

- (a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):
 - (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, laundromats™, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicle services.
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; ~~and~~
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.
- (c) Telecommunications facilities in the Convenience Commercial Zone (C-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2105. Yards (C-3).

The minimum yard requirements in the Convenience Commercial Zone (C-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None, except ten (10') feet when adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 22. Recreation Commercial Zone (R-C)

“EXHIBIT A”

Sec. 9-2.2202. Uses (R-C).

- (a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):
 - (1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, laundromats™, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores, and taverns;
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel; ~~and~~
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; ~~and~~
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Recreation Commercial Zone (R-C) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2205. Yards (R-C).

The minimum yard requirements in the Recreation Commercial Zone (R-C) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) ~~and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards)~~:

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 23. Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

Sec. 9-2.2302. Uses (Rec).

- (a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):
 - (1) Boat ramps, boat services, camp grounds, lodging facilities, marinas, postal services, recreation facilities, and resorts;
 - (2) When in conjunction with and subordinate to a use permitted in subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns; and
 - (3) One dwelling unit, including additional quarters, or limited residential alcohol and drug recovery facility; ~~and~~
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:

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- (1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools.
- (2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges.
- (3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:
 - (1) Rec-P: Seven (7) per acre;
 - (2) Rec-1: One to three (3) acres per dwelling unit;
 - (3) Rec-3: Three (3) to ten (10) acres per dwelling unit;
 - (4) Rec-10: Ten (10) to twenty (20) acres per dwelling unit; and
 - (5) Rec-20: Twenty (20) acres per dwelling unit.
- (d) Telecommunications facilities in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2305. Yards (Rec).

The minimum yard requirements in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 25. Heavy Industrial Zone (I-1)

Sec. 9-2.2502. Uses (I-1).

- (a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;
 - (2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;
 - (3) One dwelling unit, including additional quarters, when in conjunction with an industrial use; and (3.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (4) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit.
 - (1) Mining, and public service facilities; and
 - (2) Permitted uses which exceed the height limitations.
- (c) Telecommunications facilities in the Heavy Industrial Zone (I-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2505. Yards (I-1).

The minimum yard requirements in the Heavy Industrial Zone (I-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2).

- (a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;
 - (2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;
 - (3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;
 - (4) One dwelling unit, including additional quarters, when in conjunction with an industrial use; and (4.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (5) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.
- (c) Telecommunications facilities in the Light Industrial Zone (I-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2605. Yards (I-2).

The minimum yard requirements in the Light Industrial Zone (I-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: none, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: none, except ten (10') feet for yards adjacent to residentially zoned parcels.

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):
 - (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One (1) dwelling unit; and (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

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- (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, bed and breakfast inns, and commercial social events; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Sec. 9-2.3005. Yards (AP).

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

- (a) The following uses shall be permitted in the General Agriculture Zone (GA):
 - (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One (1) dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; ~~and~~ (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, hunting clubs, and commercial social events; and
 - (2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one (1) per forty (40) acres of lot area.
- (d) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Sec. 9-2.3105. Yards (GA).

The minimum yard requirements in the General Agriculture Zone (GA) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 33. General Forest Zone (GF)

Sec. 9-2.3302. Uses (GF).

- (a) The following uses shall be permitted in the General Forest Zone (GF):
 - (1) Timber management, agriculture, wildlife management, and animal breeding and boarding;
 - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; ~~and~~
(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.
- (d) Telecommunications facilities in the General Forest Zone (GF) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3305. Yards (GF).

The minimum yard requirements in the General Forest Zone (GF) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) ~~and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):~~

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 34. Mining Zone (M)

Sec. 9-2.3402. Uses (M).

- (a) The following uses shall be permitted in the Mining Zone (M):
 - (1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;
 - (2) One dwelling unit; ~~and~~
(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Hydroelectric generation.
- (c) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Recreation facilities and public service facilities.
- (d) Telecommunications facilities in the Mining Zone (M) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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Sec. 9-2.3405. Yards (M).

The minimum yard requirements in the Mining Zone (M) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet.

“EXHIBIT A”

PLUMAS COUNTY CODE **TITLE 9 PLANNING AND ZONING** **CHAPTER 2 ZONING**

Article 45: Accessory Dwelling Units

Sec. 9-2.4501. Purpose and intent.

The purpose of this article is to establish accessory dwelling unit (ADU), including junior accessory dwelling unit (JADU) ministerial permit procedures, development standards, and regulations consistent with State ADU Law.

Sec. 9-2.4502. Applicability.

Attached, detached, and conversion accessory dwelling units and junior accessory dwelling units shall be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of this article.

Sec. 9-2.4503. Definitions.

- (a) “Accessory dwelling unit” shall be as defined in Section 9-2.201.1 of this Chapter.
- (b) “Accessory dwelling unit, attached” shall be as defined in Section 9-2.201.2 of this Chapter.
- (c) “Accessory dwelling unit, detached” shall be as defined in Section 9-2.201.3 of this Chapter.
- (d) “Accessory dwelling unit, conversion” shall be as defined in Section 9-2.201.4 of this Chapter.
- (e) “Accessory dwelling unit, junior” shall be as defined in Section 9-2.201.5 of this Chapter.
- (f) “Efficiency kitchen” also known as a “kitchenette,” shall be defined to include: (1) a cooking facility with appliances, (2) a food preparation counter, and (3) storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- (g) “Living area” shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (h) “Multiple-Family Dwelling Structure” shall mean a structure with two or more attached dwelling units on a single parcel.
- (i) “Primary Dwelling Unit” also known as a “Dwelling unit” shall be as defined in Section 9-2.228 of this Chapter.
- (j) “Public transit” shall mean various means of transportation such as buses that are available to the public, charge set fees, and run on fixed routes.
- (k) “Tandem parking” shall mean two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another.
- (l) “Walking distance” shall mean the distance a pedestrian must travel to reach public transit.

Sec. 9-2.4504. Permit procedures.

- (a) The Building Department shall approve or deny a ministerial building permit for an accessory dwelling unit or junior accessory dwelling unit without discretionary review or a hearing, consistent with the provisions of this chapter and state law, within sixty (60) days of submittal of a complete building permit application if there is an existing single-family dwelling unit or multiple-family dwelling structure on the lot.
- (b) If the Building Department has not acted upon the accessory dwelling unit or junior accessory dwelling unit application within sixty (60) days, the application shall be deemed approved.
- (c) If the Building Department denies an application for an accessory dwelling unit or junior accessory dwelling unit, the Building Department shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

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- (d) For pre-approved accessory dwelling units, the Building Department shall issue an expedited building permit within thirty (30) days of submittal of a complete building permit application.

Sec. 9-2.4505. Development standards.

Accessory dwelling units shall be subject to the California Building Code and the following development standards:

(a) Number of accessory dwelling units per parcel.

- (1) For parcels with an existing or proposed single-family dwelling unit(s) the following shall be permitted:
 - (i) one attached or conversion accessory dwelling unit; and
 - (ii) one new construction detached accessory dwelling unit; and
 - (iii) one junior accessory dwelling unit (conforming to the standards set forth in Section 9-2.4508).
- (2) For parcels with an existing or proposed multiple-family dwelling structure(s) the following shall be permitted:
 - (i) two detached accessory dwelling units; and
 - (ii) at least one conversion accessory dwelling unit from non-living area space with the total number of interior accessory dwelling unit conversions being limited to no more than twenty-five (25%) percent of the total number of dwelling units in the multiple-family dwelling structure, but not less than one.
- (3) For parcels with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:
 - (i) two detached accessory dwelling units; and
 - (ii) one conversion accessory dwelling unit from the living area space of an existing dwelling unit.

(b) Guaranteed allowance of statewide exemption ADU.

- (1) An accessory dwelling unit up to 800 square feet, sixteen (16') feet in height, and with four (4') foot side and rear yard setbacks shall be known as a statewide exemption ADU and shall not be prohibited.
- (2) No lot coverage, floor area ratio, open space requirement, or minimum lot area limitation shall preclude the construction of a statewide exemption ADU.

(c) Unit Size, Lot Area, and Coverage.

- (1) Accessory dwelling units are exempt from minimum lot area and coverage requirements.
- (2) The living area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area of the primary dwelling unit, or 800 square feet, whichever is greater, but in no case shall an attached accessory dwelling unit exceed 1,200 square feet.
- (3) The total living area of a detached accessory dwelling unit shall not exceed 1,200 square feet.
- (4) An accessory dwelling unit created within an existing accessory structure may be expanded up to 150 square feet, but this expansion shall be limited to accommodating ingress and egress.
- (5) The conversion of an existing detached accessory structure or conversion of a portion of an existing primary dwelling unit, as well as new construction of detached accessory dwelling units created with an existing or proposed multiple-family dwelling structure do not have unit size limitations.

(d) Height.

- (1) Accessory dwelling units shall not exceed thirty-five (35') feet in height.

(e) Yards.

- (1) The minimum yard requirements shall be as follows:
 - (i) Front yard setbacks cannot prevent the creation of an accessory dwelling unit less than 800 square feet; and

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- (ii) Front, side, and rear setbacks for existing structures converted to an accessory dwelling unit, existing structures partially converted to an accessory dwelling unit, or accessory dwelling units constructed in the same location and to the same dimensions as an existing structure: None; and
 - (iii) Side and rear yard setbacks for an accessory dwelling unit: Four (4') feet; and
 - (iv) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Four (4') feet.
- (f) Utilities.
 - (1) An accessory dwelling unit may be metered separately from the primary dwelling unit for gas, electricity, communications, water, and sewer services.
 - (2) An accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.
 - (3) An accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.
- (g) Utility connection fees or capacity charges.
 - (1) Utility connection fees or capacity charges may not be imposed on a conversion accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.
- (h) Fire sprinklers.
 - (1) Fire sprinklers shall be required to be installed in an accessory dwelling unit where fire sprinklers are required by building codes for the proposed primary dwelling unit.
 - (2) Fire sprinklers shall not be required to be installed in an accessory dwelling unit where fire sprinklers were not required by building codes for the existing primary dwelling unit.
 - (3) In no case shall the new construction of an accessory dwelling unit trigger a requirement for fire sprinklers to be installed in the existing primary dwelling unit.
- (i) Solar Photovoltaic (PV) System
 - (1) New construction detached accessory dwelling units shall be required to install a solar PV system, and the solar PV system can be ground mounted, installed on the roof of the detached accessory dwelling unit, or on the roof of the primary dwelling unit.
 - (2) Attached accessory dwelling units and conversion accessory dwelling units shall not be required to install a solar PV system.

Sec. 9-2.4506. Parking.

- (a) Number of spaces. One off-street parking space is required for accessory dwelling units, except as modified below:
 - (1) No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:
 - (i) The accessory dwelling unit is located within one-half mile of public transit.
 - (ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (iii) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure.
 - (iv) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (v) When there is a car share vehicle located within one block of the accessory dwelling unit.

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- (vi) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multiple-family dwelling structure on the same lot.
- (b) Configuration. If a parking space is required for an accessory dwelling unit, the space may be located within any setback area or in a tandem configuration on a driveway.
- (c) Displacement of existing parking. When accessory dwelling units are created through the conversion of a garage, carport, or covered parking structure, replacement of off-street parking spaces shall not be required.

Sec. 9-2.4507. Additional requirements.

- (a) Impact fees.
 - (1) Accessory dwelling units shall not be subject to impact fees.
- (b) Existing nonconforming units.
 - (1) No public improvements shall be required for the creation or conversion of an accessory dwelling unit.
 - (2) As a condition for ministerial approval of an accessory dwelling unit, an applicant shall not be required to correct nonconforming zoning conditions.
- (c) Separate conveyance.
 - (1) The separate conveyance of an accessory dwelling unit shall be permitted in compliance with State ADU Law.
- (d) Rental/leasing agreements.
 - (1) Accessory dwelling units may be leased separate from the primary dwelling unit for terms longer than thirty (30) days, except that a statewide exemption ADU shall be leased for terms longer than thirty (30) days.

Sec. 9-2.4508. Junior accessory dwelling units.

Junior accessory dwelling units shall be subject to the California Building Code and the following development standards:

- (a) Number of junior accessory dwelling units per parcel.
 - (1) For parcels developed with an existing or proposed single-family dwelling unit the following shall be permitted:
 - (i) One junior accessory dwelling unit is permitted within the existing or proposed walls of the primary single-family dwelling unit. Enclosed uses within the primary dwelling unit, such as attached garages, are considered a part of the proposed or existing primary dwelling unit.
 - (2) For parcels with an existing or proposed multiple-family dwelling structure(s) junior accessory dwelling units shall not be permitted.
 - (3) For parcels developed with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:
 - (i) One junior accessory dwelling unit is permitted within the existing or proposed walls of a dwelling unit. Enclosed uses, such as attached garages, are considered a part of the proposed or existing dwelling unit.
 - (4) Junior accessory dwelling units shall not be permitted in accessory structures, with the exception of attached garages.
 - (5) A junior accessory dwelling unit can be combined with a detached accessory dwelling unit on the same parcel.
- (b) Unit size.
 - (1) Junior accessory dwelling units shall not exceed 500 square feet.
- (c) Features/facilities.

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- (1) Each junior accessory dwelling unit shall, at minimum, include:
 - (i) Exterior access, separate from the interior entry to the primary dwelling unit.
 - (ii) One accessible bathroom, which can be located in the primary dwelling unit. If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
 - (iii) One efficiency kitchen, as defined in Section 9-2.4504.
- (d) Utilities.
 - (1) A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of providing service for water, sewer, or power, including connection fees.
 - (2) A junior accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.
 - (3) A junior accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.
- (e) Fire sprinklers.
 - (1) Junior accessory dwelling units shall be required to install fire sprinklers if either of the following conditions exist:
 - (i) The primary dwelling unit has fire sprinklers.
 - (ii) There are any active improvements or additions that would require the primary dwelling unit to install fire sprinklers.
- (f) Solar Photovoltaic (PV) System
 - (1) Junior accessory dwelling units shall not be required to install a solar PV system.
- (g) Utility connection fees or capacity charges.
 - (1) Utility connection fees or capacity charges may not be imposed on a junior accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.
- (h) Separate conveyance.
 - (1) The sale of the junior accessory dwelling unit separate from the sale of the primary dwelling unit is not permitted.
- (i) Owner-occupancy requirement.
 - (1) The property owner must permanently reside in either the primary dwelling unit or the junior accessory dwelling unit; however, owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

“EXHIBIT A”

PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS

Article 4. Definitions

Sec. 9-9.404. Dwelling.

“Dwelling” shall mean a building, or portion of a building, which provides for sleeping, cooking, eating, and sanitation for one family (as defined in Section 9-2.2~~2832~~ of Chapter 2 of this Title); ~~and shall mean any additional quarters and guest house.~~

ORDINANCE NO. 2024-

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,
ARTICLE 2, ARTICLE 4, ARTICLE 5, ARTICLE 13, ARTICLE 14, ARTICLE 15, ARTICLE 16, ARTICLE 17,
ARTICLE 18, ARTICLE 19, ARTICLE 20, ARTICLE 21, ARTICLE 22, ARTICLE 23, ARTICLE 25,
ARTICLE 26, ARTICLE 30, ARTICLE 31, ARTICLE 33, ARTICLE 34;
AND ADDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,
ARTICLE 45; AND AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER
9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4**

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

SECTION 1. Ordinance Amendments

Title 9 Planning and Zoning of the Plumas County Code is amended, deleted, or added to and adopted as set forth in the pre-adoption draft, as attached in Exhibit “A.”

Chapter 2 Zoning, Article 2. Definitions:

Sec. 9-2.201.1. Accessory dwelling unit., Sec. 9-2.201.2. Accessory dwelling unit, attached., Sec. 9-2.201.3. Accessory dwelling unit, detached., Sec. 9-2.201.4. Accessory dwelling unit, conversion., Sec. 9-2.201.5. Accessory dwelling unit, junior., Sec. 9-2.213.5. Bed and breakfast inn., Sec. 9-2.232. Family., and Sec. 9-2.240. Guest house.

Chapter 2 Zoning, Article 4. General Requirements

Sec. 9-2.405. Camping., Sec. 9-2.408. Garages and carports., and Sec. 9-2.414. Parking and loading.

Chapter 2 Zoning, Article 5. Nonconforming Structures and Uses

Sec. 9-2.503. Nonconforming structures.

Chapter 2 Zoning, Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R)., and Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

Chapter 2 Zoning, Article 14. Multiple-Family Residential Zone (M-R)

Sec. 9-2.1402. Uses (M-R)., and Sec. 9-2.1405. Yards (M-R).

Chapter 2 Zoning, Article 15. Suburban Zone (S-1)

Sec. 9-2.1502. Uses (S-1)., and Sec. 9-2.1505. Yards (S-1).

Chapter 2 Zoning, Article 16. Secondary Suburban Zone (S-3)

Sec. 9-2.1602. Uses (S-3)., and Sec. 9-2.1605. Yards (S-3).

Chapter 2 Zoning, Article 17. Rural Zone (R-10)

Sec. 9-2.1702. Uses (R-10)., and Sec. 9-2.1705. Yards (R-10).

Chapter 2 Zoning, Article 18. Rural Zone (R-20)

Sec. 9-2.1802. Uses (R-20)., and Sec. 9-2.1805. Yards (R-20).

Chapter 2 Zoning, Article 19. Core Commercial Zone (C-1)

Sec. 9-2.1902. Uses (C-1)., and Sec. 9-2.1905. Yards (C-1).

Chapter 2 Zoning, Article 20. Periphery Commercial Zone (C-2)

Sec. 9-2.2002. Uses. (C-2)., and Sec. 9-2.2005. Yards (C-2).

Chapter 2 Zoning, Article 21. Convenience Commercial Zone (C-3)

Sec. 9-2.2102. Uses (C-3)., and Sec. 9-2.2105. Yards (C-3).

Chapter 2 Zoning, Article 22. Recreation Commercial Zone (R-C)

Sec. 9-2.2202. Uses (R-C)., and Sec. 9-2.2205. Yards (R-C).

Chapter 2 Zoning, Article 23. Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

Sec. 9-2.2302. Uses (Rec)., and Sec. 9-2.2305. Yards (Rec).

Chapter 2 Zoning, Article 25. Heavy Industrial Zone (I-1)

Sec. 9-2.2502. Uses (I-1)., and Sec. 9-2.2505. Yards (I-1).

Chapter 2 Zoning, Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2)., and Sec. 9-2.2605. Yards (I-2).
Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP)
 Sec. 9-2.3002. Uses (AP)., and Sec. 9-2.3005. Yards (AP).
Chapter 2 Zoning, Article 31. General Agriculture Zone (GA)
 Sec. 9-2.3102. Uses (GA)., and Sec. 9-2.3105. Yards (GA).
Chapter 2 Zoning, Article 33. General Forest Zone (GF)
 Sec. 9-2.3302. Uses (GF)., and Sec. 9-2.3305. Yards (GF).
Chapter 2 Zoning, Article 34. Mining Zone (M)
 Sec. 9-2.3402. Uses (M)., and Sec. 9-2.3405. Yards (M).
Chapter 2 Zoning, Article 45: Accessory Dwelling Units
 Sec. 9-2.4501. Purpose and intent., Sec. 9-2.4502. Applicability., Sec. 9-2.4503. Definitions., Sec. 9-2.4504. Permit procedures., Sec. 9-2.4505. Development standards., Sec. 9-2.4506. Parking., Sec. 9-2.4507. Additional requirements., and Sec. 9-2.4508. Junior accessory dwelling units.
Chapter 9 State Responsibility Area Fire Safe Regulations, Article 4. Definitions
 Sec. 9-9.404. Dwelling.

SECTION 2. Effective Date

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

SECTION 3. Codification

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

SECTION 4. CEQA

The ordinance adoption is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorical Exemption – which exempts new construction or conversion of small structures, such as ADUs.

SECTION 5. Publication

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

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 16th day of April 2024, and passed and adopted on the _____ day of _____, 2024 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

PRE-ADOPTION DRAFT “EXHIBIT A”

PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING CHAPTER 2 ZONING

Article 2. Definitions

Sec. 9-2.201.1. Accessory dwelling unit.

“Accessory dwelling unit” or “ADU” shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same parcel as the a proposed or existing single-family dwelling unit or multiple-family dwelling structure is or will be situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

An accessory dwelling unit shall either be attached to the existing dwelling unit, or located within the living area of the existing dwelling unit, or detached from the existing dwelling unit and located on the same property as the existing dwelling unit. The increased floor area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding garages or any accessory structure. No passageway from any street to an entrance of the accessory dwelling unit shall be required.

Sec. 9-2.201.2. Accessory dwelling unit, attached.

“Attached accessory dwelling unit” shall mean a second independent living unit attached to the primary dwelling unit.

Sec. 9-2.201.3. Accessory dwelling unit, detached.

“Detached accessory dwelling unit” shall mean a second independent living unit separated from the primary dwelling unit.

Sec. 9-2.201.4. Accessory dwelling unit, conversion.

“Conversion accessory dwelling unit” shall mean a space such as a garage, primary bedroom, or other accessory structure that is converted into a second independent living unit.

Sec. 9-2.201.5. Accessory dwelling unit, junior.

“Junior accessory dwelling unit” or “JADU” shall mean a type of accessory dwelling unit that is contained entirely within the primary dwelling unit, including attached garages and shall not exceed 500 square feet. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing primary dwelling unit.

Sec. 9-2.213.5. Bed and breakfast inn.

“Bed and breakfast inn” shall mean a lodging facility where:

- (a) The maximum number of guest rooms:
 - (1) Does not exceed five (5); except

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- (2) If the number of dwelling units and additional quarters and the ~~one guest house accessory dwelling units~~ as would be permitted by the zoning for the property and the size of the property, both as permitted uses and as uses subject to issuance of a planned development permit, less one for the residence of the owner or manager, would be more than five (5), then the maximum number of guest rooms does not exceed that number.
- (b) The owner or manager resides on the property;
- (c) Meals are served to guests of the inn only;
- (d) On-site parking is adequately screened from view from the street;
- (e) The use maintains the architectural integrity of the building and the character of the neighborhood; and
- (f) There is no more than one business sign of no more than six (6) square feet, or no more than one business sign of no more than twenty-four (24) square feet where the use is in the Multiple-Family Residential Zone (M-R).

Sec. 9-2.232. Family.

“Family” shall mean ~~a person or persons living as an economic unit~~ one or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

~~Sec. 9-2.240. Guest house.~~

~~“Guest house” shall mean an independent structure of an area of no more than 1,200 square feet, excluding garages and carports.~~

Article 4. General Requirements

Sec. 9-2.405. Camping.

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

Sec. 9-2.408. Garages and carports.

- (a) *Garage and carport conversion.* Garages and carports may be converted to other uses only if they meet the yard requirements of the zone in which the garage or carport is located, except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit. ~~A setback of no more than five (5') feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.~~ For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.
- (b) *Garages.*
- (1) Garages shall be located not closer than forty (40') feet from the center line of the street nor ten (10') feet from the front line, whichever is greater, except as set forth below.

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- (2) Garages need not be set back further than the minimum front yard for the zone in which they are located.
 - (3) Where the front yard adjoins a Class 7 road, garages shall be no closer than thirty-five (35') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
 - (4) Where the front yard adjoins a Class 8 road, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
 - (5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
- (c) *Carports.*
- (1) Carports shall be located not closer than thirty (30') feet from the center line of the street, except as set forth below.
 - (2) Carports need not be set back further than the minimum front yard for the zone in which they are located.
 - (3) Where the front yard adjoins a Class 7 road, carports shall be no closer than twenty-five (25') feet from the center line of the street.
 - (4) Where the front yard adjoins a Class 8 road, carports shall be no closer than twenty (20') feet from the center line of the street.
 - (5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, carports shall be no closer than twenty (20') feet from the center line of the street.
 - (6) In no case shall a carport extend beyond the front line.
- (d) *Roof shedding.* In no case shall the roof of a garage or carport shed onto the road right-of-way.

Sec. 9-2.414. Parking and loading.

- (a) *Application.* Listed in this section are the minimum off-street parking requirements. Uses involving the receipt and distribution of materials shall be subject to the minimum loading space requirements. Where parking and loading requirements cannot be based solely upon the uses listed, the Planning Director shall determine the requirements or the additional requirements. Any parking and loading requirements may be modified, as necessary, by the Planning Director.
- (b) *Number of spaces.* Off-street parking spaces shall be provided at the rates set forth below:

Basis	Parking Spaces
Dwelling units	Two
Accessory dwelling units	One, except as modified below in Article 45, Accessory Dwelling Units, of this chapter
Additional quarters	One
Guest houses	One
Employees	One for each of the employees working at one time
Seating	One for every four seats, or fraction thereof
Sales and service floor areas	One for each 500 square feet, or fraction thereof
Boat ramps	Twenty

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~~No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:~~

- ~~(1) The accessory dwelling unit is located within one-half mile of public transit.~~
- ~~(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.~~
- ~~(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.~~
- ~~(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.~~
- ~~(5) When there is a car-share vehicle located within one block of the accessory dwelling unit.~~

	Loading Spaces
Any of floor, storage or merchandise areas or combinations thereof	One for each 5,000 square feet, or fraction thereof

(c) *Design.*

(1) *Parking lots.* The following shall be the minimum parking lot design standards:

Angle of Space	Parking Space Dimensions		Maneuvering Aisle Width	
	Depth	Width Perpendicular to Depth	One-Way	Two-Way
0° (Parallel)	8'	20'	12'	22'
45°	16'	12'	15'	22'
60°	18'	10'	20'	22'
90° (Perpendicular)	18'	9'	27'	27'

All maneuvering aisles shall be off-street. When five (5) or more spaces are required, maneuvering aisles and all required parking spaces shall be provided off-street and on-site. When four (4) or fewer spaces are required, the requirement for off-street parking shall be waived if the property has sufficient street frontage to provide for the number of waived spaces; except that off-street parking required for dwelling units; ~~and~~ additional quarters ~~and guest houses~~ shall not be waived. When off-street parking of four (4) or fewer spaces is provided, maneuvering aisles shall be provided. Maneuvering aisles shall not be required for off-street parking required for dwelling units; ~~and~~ additional quarters ~~and guest houses~~ when four (4) or fewer spaces are required. Maneuvering aisles shall be required for off-street parking required for dwelling units; ~~and guest houses and~~ additional quarters when five (5) or more spaces are required. All spaces shall have unimpeded access. Where parking rows opposite each other are of different angles and share the same maneuvering aisle, the greater of two (2) required widths shall be used.

All spaces along property lines shall have a minimum six (6") inch by six (6") inch raised curb or equivalent barrier precluding entry from other property or from streets not used for maneuvering.

(2) *Loading spaces.* The following shall be the minimum loading space design standards:

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Use	Width	Depth	Clearance Height
Commercial	10'	35'	14'
Industrial	10'	50'	14'

Exits from loading spaces onto streets shall not be made by backing, and entries to loading spaces shall not be made by maneuvering in the traveled way of the street.

- (3) *Boat ramps.* Boat ramp parking spaces shall be thirty-five (35') feet long.

Article 5. Nonconforming Structures and Uses

Sec. 9-2.503. Nonconforming structures.

- (a) *Repair, maintenance, and internal alterations.* A lawful nonconforming structure may be repaired, maintained, or altered internally, unless otherwise restricted.
- (b) *Restoration.* A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored either within one year after the occurrence of the damage or upon the issuance of a special use permit.
- (c) *Enlargement.*
- (1) A structure, lawfully nonconforming as to yard requirements, height, or lot coverage, may not be added to or enlarged unless the additions and enlargements are made in conformance with the regulations of the applicable zone or upon the issuance of a variance; except as modified below:
(1.1) Enlargement of an accessory dwelling unit as set forth in Article 45, Accessory Dwelling Units, of this chapter.
 - (2) A structure, lawfully nonconforming for reasons other than those set forth in subsection (1) of this subsection, may be added to or enlarged upon the issuance of a special use permit.
- (d) *Relocation.* A lawful nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is presently located unless, as a result of the move, the structure shall conform with the regulations of the zone in which the structure will be located after the move.

Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R).

- (a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):
- (1) One dwelling unit; ~~one accessory dwelling unit~~; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns; ~~and~~
 - (3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.

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- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story; and
- ~~(c) Setback for existing garage that is converted to an accessory dwelling unit: None; and~~
- ~~(d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.~~

Article 14. Multiple-Family Residential Zone (M-R)

Sec. 9-2.1402. Uses (M-R).

- (a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):
 - (1) Dwelling units and manufactured homes, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area; accessory dwelling units; and
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, emergency shelter, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home business, one- or two-person business offices, and one- or two-person personal services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.
- (c) Telecommunications facilities in the Multiple-Family Residential Zone (M-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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Sec. 9-2.1405. Yards (M-R).

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None and;
- (b) Side and rear yards: Five (5') feet per story; and
- ~~(c) Setback for existing garage that is converted to an accessory dwelling unit: None; and~~
- ~~(d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.~~

Article 15. Suburban Zone (S-1)

Sec. 9-2.1502. Uses (S-1).

- (a) The following uses shall be permitted in the Suburban Zone (S-1):
 - (1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; and
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1505. Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 16. Secondary Suburban Zone (S-3)

Sec. 9-2.1602. Uses (S-3).

- (a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):
 - (1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional dwelling unit on any parcel of twice or more the minimum lot area; and

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(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, horticulture, home businesses, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, nurseries, and animal breeding and boarding.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation-oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Secondary Suburban Zone (S-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1605. Yards (S-3).

The minimum yard requirements in the Secondary Suburban Zone (S-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 17. Rural Zone (R-10)

Sec. 9-2.1702. Uses (R-10).

- (a) The following uses shall be permitted in the Rural Zone (R-10):
 - (1) One dwelling unit, including additional quarters; ~~one guest house~~; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facility, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:

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- (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Rural Zone (R-10) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1705. Yards (R-10).

The minimum yard requirements in the Rural Zone (R-10) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 18. Rural Zone (R-20)

Sec. 9-2.1802. Uses (R-20).

- (a) The following uses shall be permitted in the Rural Zone (R-20):
 - (1) One dwelling unit, including additional quarters; ~~one guest house~~; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Rural Zone (R-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1805. Yards (R-20).

The minimum yard requirements in the Rural Zone (R-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and

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- (b) Side and rear yards: Five (5') feet per story.

Article 19. Core Commercial Zone (C-1)

Sec. 9-2.1902. Uses (C-1).

- (a) The following uses shall be permitted in the Core Commercial Zone (C-1):
- (1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots.
 - (2) Lodging on the second floor if the entire first floor is in commercial use.
 - (3) One dwelling unit, including additional quarters, where the residential uses does not exceed the floor area of the commercial use; ~~and~~
 - (4) Dwelling units on the second floor if the entire first floor is in commercial use; ~~and~~
 - (5) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.
- (c) Telecommunications facilities in the Core Commercial Zone (C-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1905. Yards (C-1).

The minimum yard requirements in the Core Commercial Zone (C-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) ~~and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards)~~:

- (a) Front yards: None; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 20. Periphery Commercial Zone (C-2)

Sec. 9-2.2002. Uses. (C-2).

- (a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):
- (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel; ~~and~~
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; ~~and~~
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:

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- (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and
- (2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Periphery Commercial Zone (C-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2005. Yards (C-2).

The minimum yard requirements in the Periphery Commercial Zone (C-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 21. Convenience Commercial Zone (C-3)

Sec. 9-2.2102. Uses (C-3).

- (a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):
 - (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, laundromats™, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicle services.
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; ~~and~~
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.
- (c) Telecommunications facilities in the Convenience Commercial Zone (C-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2105. Yards (C-3).

The minimum yard requirements in the Convenience Commercial Zone (C-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None, except ten (10') feet when adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

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Article 22. Recreation Commercial Zone (R-C)

Sec. 9-2.2202. Uses (R-C).

- (a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):
- (1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, laundromats™, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores, and taverns;
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel; ~~and~~
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
- (1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Recreation Commercial Zone (R-C) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2205. Yards (R-C).

The minimum yard requirements in the Recreation Commercial Zone (R-C) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 23. Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

Sec. 9-2.2302. Uses (Rec).

- (a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):
- (1) Boat ramps, boat services, camp grounds, lodging facilities, marinas, postal services, recreation facilities, and resorts;
 - (2) When in conjunction with and subordinate to a use permitted in subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns; and
 - (3) One dwelling unit, including additional quarters, or limited residential alcohol and drug recovery facility; and

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(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools.
 - (2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges.
 - (3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:
 - (1) Rec-P: Seven (7) per acre;
 - (2) Rec-1: One to three (3) acres per dwelling unit;
 - (3) Rec-3: Three (3) to ten (10) acres per dwelling unit;
 - (4) Rec-10: Ten (10) to twenty (20) acres per dwelling unit; and
 - (5) Rec-20: Twenty (20) acres per dwelling unit.
- (d) Telecommunications facilities in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2305. Yards (Rec).

The minimum yard requirements in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 25. Heavy Industrial Zone (I-1)

Sec. 9-2.2502. Uses (I-1).

- (a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;
 - (2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;
 - (3) One dwelling unit, including additional quarters, when in conjunction with an industrial use; and (3.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (4) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit.
 - (1) Mining, and public service facilities; and
 - (2) Permitted uses which exceed the height limitations.

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- (c) Telecommunications facilities in the Heavy Industrial Zone (I-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2505. Yards (I-1).

The minimum yard requirements in the Heavy Industrial Zone (I-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2).

- (a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;
 - (2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;
 - (3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;
 - (4) One dwelling unit, including additional quarters, when in conjunction with an industrial use; and (4.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (5) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.
- (c) Telecommunications facilities in the Light Industrial Zone (I-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2605. Yards (I-2).

The minimum yard requirements in the Light Industrial Zone (I-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: none, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: none, except ten (10') feet for yards adjacent to residentially zoned parcels.

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):

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- (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One (1) dwelling unit; ~~and~~
(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, bed and breakfast inns, and commercial social events; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) The following use shall be permitted subject to the issuance of an administrative use permit:
- (1) Commercial social events, limited.

Sec. 9-2.3005. Yards (AP).

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) ~~and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards)~~:

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

- (a) The following uses shall be permitted in the General Agriculture Zone (GA):
- (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One (1) dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; ~~and~~
(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, hunting clubs, and commercial social events; and
 - (2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
- (1) Dwelling units at the ratio of up to one (1) per forty (40) acres of lot area.
- (d) The following use shall be permitted subject to the issuance of an administrative use permit:
- (1) Commercial social events, limited.

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Sec. 9-2.3105. Yards (GA).

The minimum yard requirements in the General Agriculture Zone (GA) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 33. General Forest Zone (GF)

Sec. 9-2.3302. Uses (GF).

- (a) The following uses shall be permitted in the General Forest Zone (GF):
 - (1) Timber management, agriculture, wildlife management, and animal breeding and boarding;
 - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; and (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.
- (d) Telecommunications facilities in the General Forest Zone (GF) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3305. Yards (GF).

The minimum yard requirements in the General Forest Zone (GF) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 34. Mining Zone (M)

Sec. 9-2.3402. Uses (M).

- (a) The following uses shall be permitted in the Mining Zone (M):
 - (1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;
 - (2) One dwelling unit; and (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:

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- (1) Hydroelectric generation.
- (c) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Recreation facilities and public service facilities.
- (d) Telecommunications facilities in the Mining Zone (M) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3405. Yards (M).

The minimum yard requirements in the Mining Zone (M) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet.

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Article 45: Accessory Dwelling Units

Sec. 9-2.4501. Purpose and intent.

The purpose of this article is to establish accessory dwelling unit (ADU), including junior accessory dwelling unit (JADU) ministerial permit procedures, development standards, and regulations consistent with State ADU Law.

Sec. 9-2.4502. Applicability.

Attached, detached, and conversion accessory dwelling units and junior accessory dwelling units shall be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of this article.

Sec. 9-2.4503. Definitions.

- (a) “Accessory dwelling unit” shall be as defined in Section 9-2.201.1 of this Chapter.
- (b) “Accessory dwelling unit, attached” shall be as defined in Section 9-2.201.2 of this Chapter.
- (c) “Accessory dwelling unit, detached” shall be as defined in Section 9-2.201.3 of this Chapter.
- (d) “Accessory dwelling unit, conversion” shall be as defined in Section 9-2.201.4 of this Chapter.
- (e) “Accessory dwelling unit, junior” shall be as defined in Section 9-2.201.5 of this Chapter.
- (f) “Efficiency kitchen” also known as a “kitchenette,” shall be defined to include: (1) a cooking facility with appliances, (2) a food preparation counter, and (3) storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- (g) “Living area” shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (h) “Multiple-Family Dwelling Structure” shall mean a structure with two or more attached dwelling units on a single parcel.
- (i) “Primary Dwelling Unit” also known as a “Dwelling unit” shall be as defined in Section 9-2.228 of this Chapter.
- (j) “Public transit” shall mean various means of transportation such as buses that are available to the public, charge set fees, and run on fixed routes.
- (k) “Tandem parking” shall mean two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another.
- (l) “Walking distance” shall mean the distance a pedestrian must travel to reach public transit.

Sec. 9-2.4504. Permit procedures.

- (a) The Building Department shall approve or deny a ministerial building permit for an accessory dwelling unit or junior accessory dwelling unit without discretionary review or a hearing, consistent with the provisions of this chapter and state law, within sixty (60) days of submittal of a complete building permit application if there is an existing single-family dwelling unit or multiple-family dwelling structure on the lot.
- (b) If the Building Department has not acted upon the accessory dwelling unit or junior accessory dwelling unit application within sixty (60) days, the application shall be deemed approved.
- (c) If the Building Department denies an application for an accessory dwelling unit or junior accessory dwelling unit, the Building Department shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

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- (d) For pre-approved accessory dwelling units, the Building Department shall issue an expedited building permit within thirty (30) days of submittal of a complete building permit application.

Sec. 9-2.4505. Development standards.

Accessory dwelling units shall be subject to the California Building Code and the following development standards:

- (a) Number of accessory dwelling units per parcel.
- (1) For parcels with an existing or proposed single-family dwelling unit(s) the following shall be permitted:
 - (i) one attached or conversion accessory dwelling unit; and
 - (ii) one new construction detached accessory dwelling unit; and
 - (iii) one junior accessory dwelling unit (conforming to the standards set forth in Section 9-2.4508).
 - (2) For parcels with an existing or proposed multiple-family dwelling structure(s) the following shall be permitted:
 - (i) two detached accessory dwelling units; and
 - (ii) at least one conversion accessory dwelling unit from non-living area space with the total number of interior accessory dwelling unit conversions being limited to no more than twenty-five (25%) percent of the total number of dwelling units in the multiple-family dwelling structure, but not less than one.
 - (3) For parcels with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:
 - (i) two detached accessory dwelling units; and
 - (ii) one conversion accessory dwelling unit from the living area space of an existing dwelling unit.
- (b) Guaranteed allowance of statewide exemption ADU.
- (1) An accessory dwelling unit up to 800 square feet, sixteen (16') feet in height, and with four (4') foot side and rear yard setbacks shall be known as a statewide exemption ADU and shall not be prohibited.
 - (2) No lot coverage, floor area ratio, open space requirement, or minimum lot area limitation shall preclude the construction of a statewide exemption ADU.
- (c) Unit Size, Lot Area, and Coverage.
- (1) Accessory dwelling units are exempt from minimum lot area and coverage requirements.
 - (2) The living area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area of the primary dwelling unit, or 800 square feet, whichever is greater, but in no case shall an attached accessory dwelling unit exceed 1,200 square feet.
 - (3) The total living area of a detached accessory dwelling unit shall not exceed 1,200 square feet.
 - (4) An accessory dwelling unit created within an existing accessory structure may be expanded up to 150 square feet, but this expansion shall be limited to accommodating ingress and egress.
 - (5) The conversion of an existing detached accessory structure or conversion of a portion of an existing primary dwelling unit, as well as new construction of detached accessory dwelling units created with an existing or proposed multiple-family dwelling structure do not have unit size limitations.
- (d) Height.
- (1) Accessory dwelling units shall not exceed thirty-five (35') feet in height.
- (e) Yards.
- (1) The minimum yard requirements shall be as follows:
 - (i) Front yard setbacks cannot prevent the creation of an accessory dwelling unit less than 800 square feet; and

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- (ii) Front, side, and rear setbacks for existing structures converted to an accessory dwelling unit, existing structures partially converted to an accessory dwelling unit, or accessory dwelling units constructed in the same location and to the same dimensions as an existing structure: None; and
 - (iii) Side and rear yard setbacks for an accessory dwelling unit: Four (4') feet; and
 - (iv) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Four (4') feet.
- (f) Utilities.
 - (1) An accessory dwelling unit may be metered separately from the primary dwelling unit for gas, electricity, communications, water, and sewer services.
 - (2) An accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.
 - (3) An accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.
- (g) Utility connection fees or capacity charges.
 - (1) Utility connection fees or capacity charges may not be imposed on a conversion accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.
- (h) Fire sprinklers.
 - (1) Fire sprinklers shall be required to be installed in an accessory dwelling unit where fire sprinklers are required by building codes for the proposed primary dwelling unit.
 - (2) Fire sprinklers shall not be required to be installed in an accessory dwelling unit where fire sprinklers were not required by building codes for the existing primary dwelling unit.
 - (3) In no case shall the new construction of an accessory dwelling unit trigger a requirement for fire sprinklers to be installed in the existing primary dwelling unit.
- (i) Solar Photovoltaic (PV) System
 - (1) New construction detached accessory dwelling units shall be required to install a solar PV system, and the solar PV system can be ground mounted, installed on the roof of the detached accessory dwelling unit, or on the roof of the primary dwelling unit.
 - (2) Attached accessory dwelling units and conversion accessory dwelling units shall not be required to install a solar PV system.

Sec. 9-2.4506. Parking.

- (a) Number of spaces. One off-street parking space is required for accessory dwelling units, except as modified below:
 - (1) No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:
 - (i) The accessory dwelling unit is located within one-half mile of public transit.
 - (ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (iii) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure.
 - (iv) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (v) When there is a car share vehicle located within one block of the accessory dwelling unit.

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- (vi) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multiple-family dwelling structure on the same lot.
- (b) Configuration. If a parking space is required for an accessory dwelling unit, the space may be located within any setback area or in a tandem configuration on a driveway.
- (c) Displacement of existing parking. When accessory dwelling units are created through the conversion of a garage, carport, or covered parking structure, replacement of off-street parking spaces shall not be required.

Sec. 9-2.4507. Additional requirements.

- (a) Impact fees.
 - (1) Accessory dwelling units shall not be subject to impact fees.
- (b) Existing nonconforming units.
 - (1) No public improvements shall be required for the creation or conversion of an accessory dwelling unit.
 - (2) As a condition for ministerial approval of an accessory dwelling unit, an applicant shall not be required to correct nonconforming zoning conditions.
- (c) Separate conveyance.
 - (1) The separate conveyance of an accessory dwelling unit shall be permitted in compliance with State ADU Law.
- (d) Rental/leasing agreements.
 - (1) Accessory dwelling units may be leased separate from the primary dwelling unit for terms longer than thirty (30) days, except that a statewide exemption ADU shall be leased for terms longer than thirty (30) days.

Sec. 9-2.4508. Junior accessory dwelling units.

Junior accessory dwelling units shall be subject to the California Building Code and the following development standards:

- (a) Number of junior accessory dwelling units per parcel.
 - (1) For parcels developed with an existing or proposed single-family dwelling unit the following shall be permitted:
 - (i) One junior accessory dwelling unit is permitted within the existing or proposed walls of the primary single-family dwelling unit. Enclosed uses within the primary dwelling unit, such as attached garages, are considered a part of the proposed or existing primary dwelling unit.
 - (2) For parcels with an existing or proposed multiple-family dwelling structure(s) junior accessory dwelling units shall not be permitted.
 - (3) For parcels developed with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:
 - (i) One junior accessory dwelling unit is permitted within the existing or proposed walls of a dwelling unit. Enclosed uses, such as attached garages, are considered a part of the proposed or existing dwelling unit.
 - (4) Junior accessory dwelling units shall not be permitted in accessory structures, with the exception of attached garages.
 - (5) A junior accessory dwelling unit can be combined with a detached accessory dwelling unit on the same parcel.
- (b) Unit size.
 - (1) Junior accessory dwelling units shall not exceed 500 square feet.

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(c) Features/facilities.

(1) Each junior accessory dwelling unit shall, at minimum, include:

- (i) Exterior access, separate from the interior entry to the primary dwelling unit.
- (ii) One accessible bathroom, which can be located in the primary dwelling unit. If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
- (iii) One efficiency kitchen, as defined in Section 9-2.4504.

(d) Utilities.

- (1) A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of providing service for water, sewer, or power, including connection fees.
- (2) A junior accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.
- (3) A junior accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.

(e) Fire sprinklers.

- (1) Junior accessory dwelling units shall be required to install fire sprinklers if either of the following conditions exist:
 - (i) The primary dwelling unit has fire sprinklers.
 - (ii) There are any active improvements or additions that would require the primary dwelling unit to install fire sprinklers.

(f) Solar Photovoltaic (PV) System

- (1) Junior accessory dwelling units shall not be required to install a solar PV system.

(g) Utility connection fees or capacity charges.

- (1) Utility connection fees or capacity charges may not be imposed on a junior accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.

(h) Separate conveyance.

- (1) The sale of the junior accessory dwelling unit separate from the sale of the primary dwelling unit is not permitted.

(i) Owner-occupancy requirement.

- (1) The property owner must permanently reside in either the primary dwelling unit or the junior accessory dwelling unit; however, owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

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REGULATIONS

Article 4. Definitions

Sec. 9-9.404. Dwelling.

“Dwelling” shall mean a building, or portion of a building, which provides for sleeping, cooking, eating, and sanitation for one family (as defined in Section 9-2.2~~2832~~ of Chapter 2 of this Title)~~;~~ ~~and shall mean any additional quarters and guest house.~~

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Article 2. Definitions

Sec. 9-2.201.1. Accessory dwelling unit.

“Accessory dwelling unit” or “ADU” shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same parcel as a proposed or existing single-family dwelling unit or multiple-family dwelling structure is or will be situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

Sec. 9-2.201.2. Accessory dwelling unit, attached.

“Attached accessory dwelling unit” shall mean a second independent living unit attached to the primary dwelling unit.

Sec. 9-2.201.3. Accessory dwelling unit, detached.

“Detached accessory dwelling unit” shall mean a second independent living unit separated from the primary dwelling unit.

Sec. 9-2.201.4. Accessory dwelling unit, conversion.

“Conversion accessory dwelling unit” shall mean a space such as a garage, primary bedroom, or other accessory structure that is converted into a second independent living unit.

Sec. 9-2.201.5. Accessory dwelling unit, junior.

“Junior accessory dwelling unit” or “JADU” shall mean a type of accessory dwelling unit that is contained entirely within the primary dwelling unit, including attached garages and shall not exceed 500 square feet. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing primary dwelling unit.

Sec. 9-2.213.5. Bed and breakfast inn.

“Bed and breakfast inn” shall mean a lodging facility where:

- (a) The maximum number of guest rooms:
 - (1) Does not exceed five (5); except
 - (2) If the number of dwelling units and additional quarters and the accessory dwelling units as would be permitted by the zoning for the property and the size of the property, both as permitted uses and as uses subject to issuance of a planned development permit, less one for the residence of the owner or manager, would be more than five (5), then the maximum number of guest rooms does not exceed that number.
- (b) The owner or manager resides on the property;

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- (c) Meals are served to guests of the inn only;
- (d) On-site parking is adequately screened from view from the street;
- (e) The use maintains the architectural integrity of the building and the character of the neighborhood; and
- (f) There is no more than one business sign of no more than six (6) square feet, or no more than one business sign of no more than twenty-four (24) square feet where the use is in the Multiple-Family Residential Zone (M-R).

Sec. 9-2.232. Family.

“Family” shall mean one or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

Article 4. General Requirements

Sec. 9-2.405. Camping.

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

Sec. 9-2.408. Garages and carports.

- (a) *Garage and carport conversion.* Garages and carports may be converted to other uses only if they meet the yard requirements of the zone in which the garage or carport is located, except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.
- (b) *Garages.*
 - (1) Garages shall be located not closer than forty (40') feet from the center line of the street nor ten (10') feet from the front line, whichever is greater, except as set forth below.
 - (2) Garages need not be set back further than the minimum front yard for the zone in which they are located.
 - (3) Where the front yard adjoins a Class 7 road, garages shall be no closer than thirty-five (35') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
 - (4) Where the front yard adjoins a Class 8 road, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
 - (5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.
- (c) *Carports.*
 - (1) Carports shall be located not closer than thirty (30') feet from the center line of the street, except as set forth below.

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- (2) Carports need not be set back further than the minimum front yard for the zone in which they are located.
- (3) Where the front yard adjoins a Class 7 road, carports shall be no closer than twenty-five (25') feet from the center line of the street.
- (4) Where the front yard adjoins a Class 8 road, carports shall be no closer than twenty (20') feet from the center line of the street.
- (5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, carports shall be no closer than twenty (20') feet from the center line of the street.
- (6) In no case shall a carport extend beyond the front line.
- (d) *Roof shedding.* In no case shall the roof of a garage or carport shed onto the road right-of-way.

Sec. 9-2.414. Parking and loading.

- (a) *Application.* Listed in this section are the minimum off-street parking requirements. Uses involving the receipt and distribution of materials shall be subject to the minimum loading space requirements. Where parking and loading requirements cannot be based solely upon the uses listed, the Planning Director shall determine the requirements or the additional requirements. Any parking and loading requirements may be modified, as necessary, by the Planning Director.
- (b) *Number of spaces.* Off-street parking spaces shall be provided at the rates set forth below:

Basis	Parking Spaces
Dwelling units	Two
Accessory dwelling units	One, except as modified in Article 45, Accessory Dwelling Units, of this chapter
Additional quarters	One
Employees	One for each of the employees working at one time
Seating	One for every four seats, or fraction thereof
Sales and service floor areas	One for each 500 square feet, or fraction thereof
Boat ramps	Twenty

	Loading Spaces
Any of floor, storage or merchandise areas or combinations thereof	One for each 5,000 square feet, or fraction thereof

- (c) *Design.*
 - (1) *Parking lots.* The following shall be the minimum parking lot design standards:

Angle of Space	Parking Space Dimensions		Maneuvering Aisle Width	
	Depth	Width Perpendicular to Depth	One-Way	Two-Way
0° (Parallel)	8'	20'	12'	22'

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45°	16'	12'	15'	22'
60°	18'	10'	20'	22'
90° (Perpendicular)	18'	9'	27'	27'

All maneuvering aisles shall be off-street. When five (5) or more spaces are required, maneuvering aisles and all required parking spaces shall be provided off-street and on-site. When four (4) or fewer spaces are required, the requirement for off-street parking shall be waived if the property has sufficient street frontage to provide for the number of waived spaces; except that off-street parking required for dwelling units and additional quarters shall not be waived. When off-street parking of four (4) or fewer spaces is provided, maneuvering aisles shall be provided. Maneuvering aisles shall not be required for off-street parking required for dwelling units and additional quarters when four (4) or fewer spaces are required. Maneuvering aisles shall be required for off-street parking required for dwelling units and additional quarters when five (5) or more spaces are required. All spaces shall have unimpeded access. Where parking rows opposite each other are of different angles and share the same maneuvering aisle, the greater of two (2) required widths shall be used.

All spaces along property lines shall have a minimum six (6") inch by six (6") inch raised curb or equivalent barrier precluding entry from other property or from streets not used for maneuvering.

- (2) *Loading spaces.* The following shall be the minimum loading space design standards:

Use	Width	Depth	Clearance Height
Commercial	10'	35'	14'
Industrial	10'	50'	14'

Exits from loading spaces onto streets shall not be made by backing, and entries to loading spaces shall not be made by maneuvering in the traveled way of the street.

- (3) *Boat ramps.* Boat ramp parking spaces shall be thirty-five (35') feet long.

Article 5. Nonconforming Structures and Uses

Sec. 9-2.503. Nonconforming structures.

- (a) *Repair, maintenance, and internal alterations.* A lawful nonconforming structure may be repaired, maintained, or altered internally, unless otherwise restricted.
- (b) *Restoration.* A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored either within one year after the occurrence of the damage or upon the issuance of a special use permit.
- (c) *Enlargement.*
 - (1) A structure, lawfully nonconforming as to yard requirements, height, or lot coverage, may not be added to or enlarged unless the additions and enlargements are made in conformance with the regulations of the applicable zone or upon the issuance of a variance except as modified below:
 - (1.1) Enlargement of an accessory dwelling unit as set forth in Article 45, Accessory Dwelling Units, of this chapter.

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- (2) A structure, lawfully nonconforming for reasons other than those set forth in subsection (1) of this subsection, may be added to or enlarged upon the issuance of a special use permit.
- (d) *Relocation.* A lawful nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is presently located unless, as a result of the move, the structure shall conform with the regulations of the zone in which the structure will be located after the move.

Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R).

- (a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):
 - (1) One dwelling unit; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns; and
 - (3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story

Article 14. Multiple-Family Residential Zone (M-R)

Sec. 9-2.1402. Uses (M-R).

- (a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):

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- (1) Dwelling units and manufactured homes, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area;
- (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
- (2) Child day care homes, emergency shelter, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home business, one- or two-person business offices, and one- or two-person personal services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.
- (c) Telecommunications facilities in the Multiple-Family Residential Zone (M-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1405. Yards (M-R).

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None and;
- (b) Side and rear yards: Five (5') feet per story

Article 15. Suburban Zone (S-1)

Sec. 9-2.1502. Uses (S-1).

- (a) The following uses shall be permitted in the Suburban Zone (S-1):
 - (1) One dwelling unit, including additional quarters; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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Sec. 9-2.1505. Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 16. Secondary Suburban Zone (S-3)

Sec. 9-2.1602. Uses (S-3).

- (a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):
 - (1) One dwelling unit, including additional quarters; and one additional dwelling unit on any parcel of twice or more the minimum lot area;
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, horticulture, home businesses, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, nurseries, and animal breeding and boarding.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation-oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Secondary Suburban Zone (S-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1605. Yards (S-3).

The minimum yard requirements in the Secondary Suburban Zone (S-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 17. Rural Zone (R-10)

Sec. 9-2.1702. Uses (R-10).

- (a) The following uses shall be permitted in the Rural Zone (R-10):
 - (1) One dwelling unit, including additional quarters; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

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- (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facility, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
- (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facility, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Rural Zone (R-10) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1705. Yards (R-10).

The minimum yard requirements in the Rural Zone (R-10) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 18. Rural Zone (R-20)

Sec. 9-2.1802. Uses (R-20).

- (a) The following uses shall be permitted in the Rural Zone (R-20):
 - (1) One dwelling unit, including additional quarters; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;
 - (1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;
 - (2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and
 - (3) Wildlife management, kennels, and veterinary services.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and
 - (2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:

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- (1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.
- (d) Telecommunications facilities in the Rural Zone (R-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1805. Yards (R-20).

The minimum yard requirements in the Rural Zone (R-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet per story.

Article 19. Core Commercial Zone (C-1)

Sec. 9-2.1902. Uses (C-1).

- (a) The following uses shall be permitted in the Core Commercial Zone (C-1):
 - (1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots.
 - (2) Lodging on the second floor if the entire first floor is in commercial use.
 - (3) One dwelling unit, including additional quarters, where the residential uses does not exceed the floor area of the commercial use;
 - (4) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (5) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.
- (c) Telecommunications facilities in the Core Commercial Zone (C-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1905. Yards (C-1).

The minimum yard requirements in the Core Commercial Zone (C-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 20. Periphery Commercial Zone (C-2)

Sec. 9-2.2002. Uses. (C-2).

- (a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):

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- (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel;
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
- (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and
 - (2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
- (1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Periphery Commercial Zone (C-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2005. Yards (C-2).

The minimum yard requirements in the Periphery Commercial Zone (C-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 21. Convenience Commercial Zone (C-3)

Sec. 9-2.2102. Uses (C-3).

- (a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):
 - (1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, laundromats™, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicle services.
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel;
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:

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- (1) Alcohol and drug recovery facility, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.
- (c) Telecommunications facilities in the Convenience Commercial Zone (C-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2105. Yards (C-3).

The minimum yard requirements in the Convenience Commercial Zone (C-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: None, except ten (10') feet when adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 22. Recreation Commercial Zone (R-C)

Sec. 9-2.2202. Uses (R-C).

- (a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):
 - (1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, laundromats™, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores, and taverns;
 - (2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel;
 - (3) Dwelling units on the second floor if the entire first floor is in commercial use; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.
- (d) Telecommunications facilities in the Recreation Commercial Zone (R-C) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2205. Yards (R-C).

The minimum yard requirements in the Recreation Commercial Zone (R-C) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

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Article 23. Recreation Zones
(Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

Sec. 9-2.2302. Uses (Rec).

- (a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):
 - (1) Boat ramps, boat services, camp grounds, lodging facilities, marinas, postal services, recreation facilities, and resorts;
 - (2) When in conjunction with and subordinate to a use permitted in subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns; and
 - (3) One dwelling unit, including additional quarters, or limited residential alcohol and drug recovery facility; and
 - (4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools.
 - (2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges.
 - (3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:
 - (1) Rec-P: Seven (7) per acre;
 - (2) Rec-1: One to three (3) acres per dwelling unit;
 - (3) Rec-3: Three (3) to ten (10) acres per dwelling unit;
 - (4) Rec-10: Ten (10) to twenty (20) acres per dwelling unit; and
 - (5) Rec-20: Twenty (20) acres per dwelling unit.
- (d) Telecommunications facilities in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2305. Yards (Rec).

The minimum yard requirements in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 25. Heavy Industrial Zone (I-1)

Sec. 9-2.2502. Uses (I-1).

- (a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:

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- (1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;
 - (2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;
 - (3) One dwelling unit, including additional quarters, when in conjunction with an industrial use;
 - (3.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (4) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit.
- (1) Mining, and public service facilities; and
 - (2) Permitted uses which exceed the height limitations.
- (c) Telecommunications facilities in the Heavy Industrial Zone (I-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2505. Yards (I-1).

The minimum yard requirements in the Heavy Industrial Zone (I-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2).

- (a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;
 - (2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;
 - (3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;
 - (4) One dwelling unit, including additional quarters, when in conjunction with an industrial use;
 - (4.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (5) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.
- (c) Telecommunications facilities in the Light Industrial Zone (I-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

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Sec. 9-2.2605. Yards (I-2).

The minimum yard requirements in the Light Industrial Zone (I-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: none, except ten (10') feet for yards adjacent to a residentially zoned parcel; and
- (b) Side and rear yards: none, except ten (10') feet for yards adjacent to residentially zoned parcels.

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):
 - (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One (1) dwelling unit;
 - (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, bed and breakfast inns, and commercial social events; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Sec. 9-2.3005. Yards (AP).

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

- (a) The following uses shall be permitted in the General Agriculture Zone (GA):
 - (1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One (1) dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit;
 - (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:

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- (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, hunting clubs, and commercial social events; and
- (2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one (1) per forty (40) acres of lot area.
- (d) The following use shall be permitted subject to the issuance of an administrative use permit:
 - (1) Commercial social events, limited.

Sec. 9-2.3105. Yards (GA).

The minimum yard requirements in the General Agriculture Zone (GA) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 33. General Forest Zone (GF)

Sec. 9-2.3302. Uses (GF).

- (a) The following uses shall be permitted in the General Forest Zone (GF):
 - (1) Timber management, agriculture, wildlife management, and animal breeding and boarding;
 - (2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit;
 - (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes, limited child day care homes, and home businesses.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.
- (c) The following uses shall be permitted subject to the issuance of a planned development permit:
 - (1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.
- (d) Telecommunications facilities in the General Forest Zone (GF) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3305. Yards (GF).

The minimum yard requirements in the General Forest Zone (GF) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

Article 34. Mining Zone (M)

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Sec. 9-2.3402. Uses (M).

- (a) The following uses shall be permitted in the Mining Zone (M):
 - (1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;
 - (2) One dwelling unit;
 - (2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:
 - (1) Hydroelectric generation.
- (c) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Recreation facilities and public service facilities.
- (d) Telecommunications facilities in the Mining Zone (M) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3405. Yards (M).

The minimum yard requirements in the Mining Zone (M) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

- (a) Front yards: Twenty (20') feet; and
- (b) Side and rear yards: Five (5') feet.

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PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 2 ZONING

Article 45: Accessory Dwelling Units

Sec. 9-2.4501. Purpose and intent.

The purpose of this article is to establish accessory dwelling unit (ADU), including junior accessory dwelling unit (JADU) ministerial permit procedures, development standards, and regulations consistent with State ADU Law.

Sec. 9-2.4502. Applicability.

Attached, detached, and conversion accessory dwelling units and junior accessory dwelling units shall be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of this article.

Sec. 9-2.4503. Definitions.

- (a) “Accessory dwelling unit” shall be as defined in Section 9-2.201.1 of this Chapter.
- (b) “Accessory dwelling unit, attached” shall be as defined in Section 9-2.201.2 of this Chapter.
- (c) “Accessory dwelling unit, detached” shall be as defined in Section 9-2.201.3 of this Chapter.
- (d) “Accessory dwelling unit, conversion” shall be as defined in Section 9-2.201.4 of this Chapter.
- (e) “Accessory dwelling unit, junior” shall be as defined in Section 9-2.201.5 of this Chapter.
- (f) “Efficiency kitchen” also known as a “kitchenette,” shall be defined to include: (1) a cooking facility with appliances, (2) a food preparation counter, and (3) storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- (g) “Living area” shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (h) “Multiple-Family Dwelling Structure” shall mean a structure with two or more attached dwelling units on a single parcel.
- (i) “Primary Dwelling Unit” also known as a “Dwelling unit” shall be as defined in Section 9-2.228 of this Chapter.
- (j) “Public transit” shall mean various means of transportation such as buses that are available to the public, charge set fees, and run on fixed routes.
- (k) “Tandem parking” shall mean two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another.
- (l) “Walking distance” shall mean the distance a pedestrian must travel to reach public transit.

Sec. 9-2.4504. Permit procedures.

- (a) The Building Department shall approve or deny a ministerial building permit for an accessory dwelling unit or junior accessory dwelling unit without discretionary review or a hearing, consistent with the provisions of this chapter and state law, within sixty (60) days of submittal of a complete building permit application if there is an existing single-family dwelling unit or multiple-family dwelling structure on the lot.
- (b) If the Building Department has not acted upon the accessory dwelling unit or junior accessory dwelling unit application within sixty (60) days, the application shall be deemed approved.
- (c) If the Building Department denies an application for an accessory dwelling unit or junior accessory dwelling unit, the Building Department shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

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- (d) For pre-approved accessory dwelling units, the Building Department shall issue an expedited building permit within thirty (30) days of submittal of a complete building permit application.

Sec. 9-2.4505. Development standards.

Accessory dwelling units shall be subject to the California Building Code and the following development standards:

- (a) Number of accessory dwelling units per parcel.
 - (1) For parcels with an existing or proposed single-family dwelling unit(s) the following shall be permitted:
 - (i) one attached or conversion accessory dwelling unit; and
 - (ii) one new construction detached accessory dwelling unit; and
 - (iii) one junior accessory dwelling unit (conforming to the standards set forth in Section 9-2.4508).
 - (2) For parcels with an existing or proposed multiple-family dwelling structure(s) the following shall be permitted:
 - (i) two detached accessory dwelling units; and
 - (ii) at least one conversion accessory dwelling unit from non-living area space with the total number of interior accessory dwelling unit conversions being limited to no more than twenty-five (25%) percent of the total number of dwelling units in the multiple-family dwelling structure, but not less than one.
 - (3) For parcels with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:
 - (i) two detached accessory dwelling units; and
 - (ii) one conversion accessory dwelling unit from the living area space of an existing dwelling unit.
- (b) Guaranteed allowance of statewide exemption ADU.
 - (1) An accessory dwelling unit up to 800 square feet, sixteen (16') feet in height, and with four (4') foot side and rear yard setbacks shall be known as a statewide exemption ADU and shall not be prohibited.
 - (2) No lot coverage, floor area ratio, open space requirement, or minimum lot area limitation shall preclude the construction of a statewide exemption ADU.
- (c) Unit Size, Lot Area, and Coverage.
 - (1) Accessory dwelling units are exempt from minimum lot area and coverage requirements.
 - (2) The living area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area of the primary dwelling unit, or 800 square feet, whichever is greater, but in no case shall an attached accessory dwelling unit exceed 1,200 square feet.
 - (3) The total living area of a detached accessory dwelling unit shall not exceed 1,200 square feet.
 - (4) An accessory dwelling unit created within an existing accessory structure may be expanded up to 150 square feet, but this expansion shall be limited to accommodating ingress and egress.
 - (5) The conversion of an existing detached accessory structure or conversion of a portion of an existing primary dwelling unit, as well as new construction of detached accessory dwelling units created with an existing or proposed multiple-family dwelling structure do not have unit size limitations.
- (d) Height.
 - (1) Accessory dwelling units shall not exceed thirty-five (35') feet in height.
- (e) Yards.
 - (1) The minimum yard requirements shall be as follows:
 - (i) Front yard setbacks cannot prevent the creation of an accessory dwelling unit less than 800 square feet; and

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- (ii) Front, side, and rear setbacks for existing structures converted to an accessory dwelling unit, existing structures partially converted to an accessory dwelling unit, or accessory dwelling units constructed in the same location and to the same dimensions as an existing structure: None; and
 - (iii) Side and rear yard setbacks for an accessory dwelling unit: Four (4') feet; and
 - (iv) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Four (4') feet.
- (f) Utilities.
 - (1) An accessory dwelling unit may be metered separately from the primary dwelling unit for gas, electricity, communications, water, and sewer services.
 - (2) An accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.
 - (3) An accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.
- (g) Utility connection fees or capacity charges.
 - (1) Utility connection fees or capacity charges may not be imposed on a conversion accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.
- (h) Fire sprinklers.
 - (1) Fire sprinklers shall be required to be installed in an accessory dwelling unit where fire sprinklers are required by building codes for the proposed primary dwelling unit.
 - (2) Fire sprinklers shall not be required to be installed in an accessory dwelling unit where fire sprinklers were not required by building codes for the existing primary dwelling unit.
 - (3) In no case shall the new construction of an accessory dwelling unit trigger a requirement for fire sprinklers to be installed in the existing primary dwelling unit.
- (i) Solar Photovoltaic (PV) System
 - (1) New construction detached accessory dwelling units shall be required to install a solar PV system, and the solar PV system can be ground mounted, installed on the roof of the detached accessory dwelling unit, or on the roof of the primary dwelling unit.
 - (2) Attached accessory dwelling units and conversion accessory dwelling units shall not be required to install a solar PV system.

Sec. 9-2.4506. Parking.

- (a) *Number of spaces.* One off-street parking space is required for accessory dwelling units, except as modified below:
 - (1) No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:
 - (i) The accessory dwelling unit is located within one-half mile of public transit.
 - (ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (iii) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure.
 - (iv) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (v) When there is a car share vehicle located within one block of the accessory dwelling unit.

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- (vi) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multiple-family dwelling structure on the same lot.
- (b) *Configuration.* If a parking space is required for an accessory dwelling unit, the space may be located within any setback area or in a tandem configuration on a driveway.
- (c) *Displacement of existing parking.* When accessory dwelling units are created through the conversion of a garage, carport, or covered parking structure, replacement of off-street parking spaces shall not be required.

Sec. 9-2.4507. Additional requirements.

- (a) Impact fees.
 - (1) Accessory dwelling units shall not be subject to impact fees.
- (b) Existing nonconforming units.
 - (1) No public improvements shall be required for the creation or conversion of an accessory dwelling unit.
 - (2) As a condition for ministerial approval of an accessory dwelling unit, an applicant shall not be required to correct nonconforming zoning conditions.
- (c) Separate conveyance.
 - (1) The separate conveyance of an accessory dwelling unit shall be permitted in compliance with State ADU Law.
- (d) Rental/leasing agreements.
 - (1) Accessory dwelling units may be leased separate from the primary dwelling unit for terms longer than thirty (30) days, except that a statewide exemption ADU shall be leased for terms longer than thirty (30) days.

Sec. 9-2.4508. Junior accessory dwelling units.

Junior accessory dwelling units shall be subject to the California Building Code and the following development standards:

- (a) Number of junior accessory dwelling units per parcel.
 - (1) For parcels developed with an existing or proposed single-family dwelling unit the following shall be permitted:
 - (i) One junior accessory dwelling unit is permitted within the existing or proposed walls of the primary single-family dwelling unit. Enclosed uses within the primary dwelling unit, such as attached garages, are considered a part of the proposed or existing primary dwelling unit.
 - (2) For parcels with an existing or proposed multiple-family dwelling structure(s) junior accessory dwelling units shall not be permitted.
 - (3) For parcels developed with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:
 - (i) One junior accessory dwelling unit is permitted within the existing or proposed walls of a dwelling unit. Enclosed uses, such as attached garages, are considered a part of the proposed or existing dwelling unit.
 - (4) Junior accessory dwelling units shall not be permitted in accessory structures, with the exception of attached garages.
 - (5) A junior accessory dwelling unit can be combined with a detached accessory dwelling unit on the same parcel.
- (b) Unit size.
 - (1) Junior accessory dwelling units shall not exceed 500 square feet.

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(c) Features/facilities.

(1) Each junior accessory dwelling unit shall, at minimum, include:

- (i) Exterior access, separate from the interior entry to the primary dwelling unit.
- (ii) One accessible bathroom, which can be located in the primary dwelling unit. If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
- (iii) One efficiency kitchen, as defined in Section 9-2.4504.

(d) Utilities.

- (1) A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of providing service for water, sewer, or power, including connection fees.
- (2) A junior accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.
- (3) A junior accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.

(e) Fire sprinklers.

- (1) Junior accessory dwelling units shall be required to install fire sprinklers if either of the following conditions exist:
 - (i) The primary dwelling unit has fire sprinklers.
 - (ii) There are any active improvements or additions that would require the primary dwelling unit to install fire sprinklers.

(f) Solar Photovoltaic (PV) System

- (1) Junior accessory dwelling units shall not be required to install a solar PV system.

(g) Utility connection fees or capacity charges.

- (1) Utility connection fees or capacity charges may not be imposed on a junior accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.

(h) Separate conveyance.

- (1) The sale of the junior accessory dwelling unit separate from the sale of the primary dwelling unit is not permitted.

(i) Owner-occupancy requirement.

- (1) The property owner must permanently reside in either the primary dwelling unit or the junior accessory dwelling unit; however, owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

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PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE
REGULATIONS

Article 4. Definitions

Sec. 9-9.404. Dwelling.

“Dwelling” shall mean a building, or portion of a building, which provides for sleeping, cooking, eating, and sanitation for one family (as defined in Section 9-2.228 of Chapter 2 of this Title).



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: April 16, 2024

SUBJECT: PUBLIC HEARING
Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA; discussion and possible action.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors adopt the proposed Resolution to Abandon (Vacate) the southern Public Right-of-Way (not to include Public Utility Easements) portion of the cul-de-sac as shown on Exhibit "A" and Exhibit "B" at the close of this public hearing on the matter.

Background and Discussion:

The Plumas County Public Works Department has received a request from the Buckley family to abandon the southern portion of the cul-de-sac as shown on the Vision Lake Tract Unit 1 Subdivision Map (2 M 41) fronting the residential address of 602 Sherman Rd., Chester, CA. See attached application letter, dated June 12, 2023.

The cul-de-sac was created to bridge construction gaps between the Vision Lake Tract Unit 1 Subdivision and the Lake Almanor Forest Subdivision. The cul-de-sac as designated was not put into use by the Plumas County Road Department as the Lake Almanor Forest Subdivision was constructed without interruption.

The adjoining landowners are in agreement with the requested abandonment.

The Public Works Department has solicited input from potentially affected agencies including Plumas County Planning Department and Public Utility holders. Pacific Gas & Electric and Frontier reserve the right to maintain access to the underlying Public Utility Easement, otherwise no objections to the proposal were received from any of the above entities. Only the Public Right-of-Way will be vacated by this proposal.

The Planning Department provided an internal memo dated February 21, 2024, notifying the Public Works Department that the vacation is in conformity with the Plumas County 2035 General Plan, see attached.

An attached Resolution has been prepared for the consideration; to establish a specific date and time to conduct a "Public Hearing" on the consideration of the Request to Vacate (Abandon).

Deputy County Counsel, Craig Settlemire, has reviewed all of the prepared documents and procedures relating to this vacation. The vacation resolution, attached, is approved as to form as of March 21, 2024.

Procedure

The procedure for vacation (abandonment) of a County roadway is set forth in Streets and Highways Code Sections 8320-8325, and is reflected in the following tasks:

1. The Board of Supervisors may establish a specific date and time to conduct a “Public Hearing” on the consideration of the Request to Vacate (Abandon). Note: if a Public Hearing is scheduled and conducted, it does not indicate support or objection to the Request to Vacate (Abandon). Such a determination will be made at the conclusion of a Public Hearing and subsequent discussion by the Board of Supervisors.
2. Once a specific date and time to conduct a “Public Hearing” on the consideration of the Request to Vacate (Abandon) is established by the Board of Supervisors, the Public Works staff will publicly notify and advertise the opportunity for the public to participate at the Public Hearing.
3. The Public Hearing will be conducted by the Board of Supervisors at the date and time previously established by the Board of Supervisors.
4. The Board of Supervisors will discuss and consider all submitted testimony.
5. The Board of Supervisors will make a decision to either vacate (abandon) the roadway, with or without conditions, or, not vacate (abandon) the roadway.
6. If there is a decision to vacate (abandon) the roadway, Public Works staff will implement any conditions that require subsequent County activity (such as preparation of deeds, recordation of documents, etc.)

Action:

PUBLIC HEARING

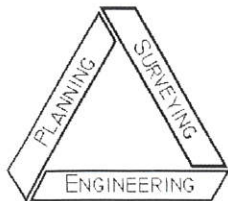
Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA; discussion and possible action.

Fiscal Impact:

No impact to General Fund.

Attachments:

1. Attach No. 1 - 230612_Vacation (Abandonment) Request
2. Attach No. 2 - Letter of Support Signed 7.12.23
3. Attach No. 3 - GP Const. Planning Dept
4. Attach No. 4 - Notice Of Public Hearing
5. Attach No. 5 - BOS Reso
6. Attach No. 6 - Desc. for Abandonment
7. Attach No. 7 - Plat

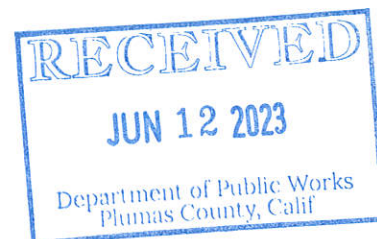


NST ENGINEERING, INC.

***1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272***

***Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.***

June 9, 2023



Plumas County Public Works Dept.
1938 E Main Street
Quincy, CA 95971

Re: Proposed Vacation (Abandonment) of Cul-de-sac
602 Sherman Road
Chester, CA

Dear John,

Our clients, Corey and Nicole Buckley, are proposing to abandon the south side of a cul-de-sac as shown on the Vision Lake Tract Unit 1 Subdivision Map (2 M 41) along Sherman Road in Chester, CA. The proposed cul-de-sac was never constructed due to Sherman Road being extended through the Lake Almanor Forest Subdivision (4 M 149).

There are no existing utility easements along the south side of Sherman Road. There is a 10ft Public Utility Easement along the west side of 602 Sherman Road that will not be affected by this abandonment.

Please let us know if you have any questions.

Sincerely,

Jeff Morrish

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



VACATION (ABANDONMENT) PROCEDURE

Vacation (Abandonment) has historically been used to describe the process used to vacate public interest in an existing road right of way or utility easement. The following vacation procedure serves to vacate or abandon Plumas County rights of way (public road(s), public utility easements, public service easements, drainage easements, etc.) based on the standards set forth in Streets and Highways Code Sections §8300-8363 (1).

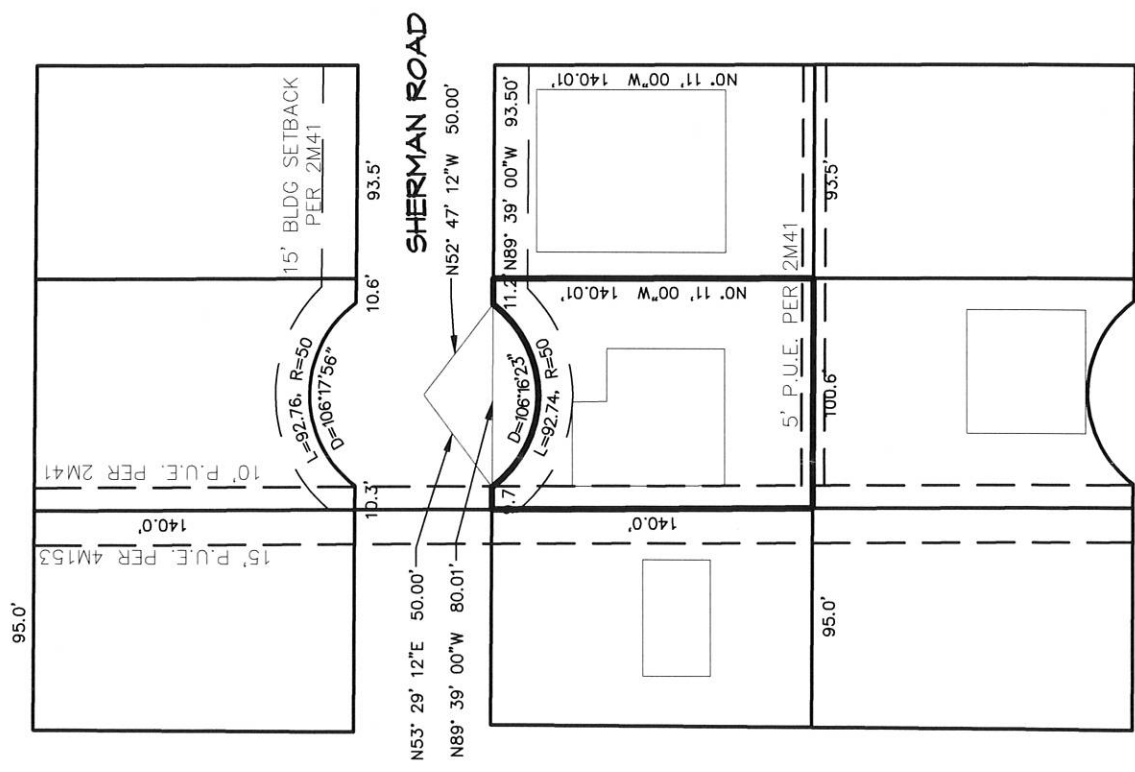
1. Contact the Plumas County Department of Public Works (PCPW), 1834 E. Main St., Quincy, CA 95971, with a written request for vacation. The Vacation (Abandonment) request must include an 8 ½" x 11" plat, including the following:
 - ☐ A clear depiction of the proposed Vacation (Abandonment) and surrounding area within 100 feet, including structures, utilities and road names.
 - ☐ Vicinity map
 - ☐ North arrow
 - ☐ Accurate scale, using engineering scaling.
2. The Vacation (Abandonment) request will be presented to the Development Review Committee (DRC) that includes representatives from the Public Works Department and Planning Department for initial review and comments.
3. PCPW will provide a written response within 30 calendar days to this request indicating support or opposition. If the proposal is supported by PCPW the following items will be required in conjunction with the PCPW Project Information Form as a part of a complete application:
 - A. Utility Letters (Electric, Telephone, Internet, Water, Sewer, Cable, Etc.):
Letters will be required from all utility companies stating that they have no objection to the abandonment or must describe the area that they wish to retain.
 - B. Legal Description & Plat
The legal description and plat (map) shall be submitted describing the proposed project and in agreement with areas to be retained by utility companies. The legal and plat shall be prepared by either a California registered Land Surveyor or Civil Engineer (licensed prior to RCE No. 33965) and should be ready for recording upon submittal. Plats shall be drawn on an 8 ½" x 11" sheet with North arrow and accurate scale.
 - C. Petition
A completed "PETITION FOR VACATION OF PUBLIC HIGHWAY" or "PETITION FOR VACATION OF PUBLIC UTILITY EASEMENT" with a copy of the legal description (per item "B" above) placed on page one (as shown on attached example) and on page two original signatures and address information of ten freeholders (owners of 10 different properties) for vacation of public highway or five freeholders (owners of five different properties) for easement vacation. Pursuant to Streets and Highways Code Section §8321 (1): in order to vacate public highway at least two of the required ten petitioners (freeholders) shall be residents of the road district in which some or part of the street or highway proposed to be vacated is situated and shall be taxable therein for the street or



VICINITY MAP
(NOT TO SCALE)



SCALE: 1"=80'



PROPOSED ABANDONMENT FOR
COREY & NICOLE BUCKLEY
602 SHERMAN ROAD
CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

The UNDERSIGNED, as owners and persons having interest in the land within the VISION LAKE TRACT UNIT No. 1 subdivision as shown upon the hereon plat map, do hereby certify that we are the only persons whose consent is necessary to pass a clear title to said land; and that we consent to the preparation and recordation of said map as shown within the colored border lines. We offer for dedication for Public use for County Road purposes all of the rights of way for all of the Roads and Drive as shown within said subdivision.

We also offer for dedication for Public use, for specific uses, rights of way and easements for ingress and egress for water lines, gas, sewer and drain lines, overhead and underground wires for electric and telephone service, and all appurtenances thereto on those strips of land designated as "P.U.E.'s" or "Public Utilities Easements". Also reserved for the Public is a strip of land, 15' in width, across the fronts of all lots along Streets, Roads, or Drives to be designated as a Building Setback restriction, said strips of land to be kept free and open of buildings.

Lorraine E. Willhoite
LORRAINE E. WILLHOITE

Elmer E. Willhoite
ELMER E. WILLHOITE

WESTERN TITLE INSURANCE COMPANY, a California Corporation

by: Robert G. McArthur, Vice President

Thomas J. Watson
THOMAS J. WATSON

State of California } On this 4th day of Dec., 1961, before me, Hazel E. Knight, personally appeared
County of Plumas } Lorraine E. Willhoite and Elmer E. Willhoite, known to me to be the persons whose
names are subscribed to the foregoing statements and acknowledged they executed the same

NOTARY PUBLIC HAZEL E. KNIGHT My commission expires Feb. 18, 1963

State of California } On this 4th day of December, 1961, before me, Leora E. Wiley, personally appeared
County of Plumas } Robert G. McArthur known to me to be the Vice
President of Western Title Insurance Company, the
Corporation that executed the within instrument, and acknowledged to me that said
Corporation executed the same.

LEORA E. WILEY, NOTARY PUBLIC, My commission expires July 11, 1963.

State of California } On this 1st day of December, 1961, before me, Frank R. France, personally appeared
County of Plumas } Thomas J. Watson, known to me to be the person whose name is subscribed to the foregoing
statements and acknowledged that he executed same.

FRANK R. FRANCE, NOTARY PUBLIC, My commission expires 7/18/62.

I, A.J. VANDENBERG, hereby certify that I am a Civil Engineer registered in the State of California; that this map correctly represents a survey made by me or under my direction in November, 1961; that the survey is true and correct as shown; and that the survey monuments shown hereon actually exist as indicated and are sufficient to enable the survey to be retraced.

A.J. Vandenberg
A.J. VANDENBERG, Registered Civil Engineer No. 7567.

I, JAMES F. FLANAGAN, County Surveyor of Plumas County, hereby certify that I have examined this final map of Vision Lake Tract Unit No. 1; that it conforms substantially to the tentative map on file; that the provisions of the Subdivision Map Act of the State of California and any local ordinances applicable have been complied with; and that I am satisfied that this map is technically correct.

Dec. 20, 1961 James F. Flanagan
JAMES F. FLANAGAN, Plumas County Surveyor, Reg. Civil Engineer No. 292

I, COUNTY TAX COLLECTOR AND REDEMPTION OFFICER of Plumas County, California, hereby certify that there are no unpaid taxes or tax liens or assessments against the land within the hereupon shown Vision Lake Tract Unit No. 1, or unpaid State, County, Municipal, or Local taxes, or special assessments collected as taxes, except taxes or assessments which are a lien but not yet due or payable. I estimate the latter to be in an amount not to exceed \$ NONE.

Claire L. O'Rourke By Luis Alexander, Deputy
Plumas County Tax Collector and Redemption Officer.

I, COUNTY CLERK of Plumas County, hereby certify that on the 4th day of Dec., 1961, the PLUMAS COUNTY BOARD OF SUPERVISORS officially approved this final subdivision map of Vision Lake Tract Unit No. 1. The receipt of satisfactory security in the Tax Collector's estimated amount of \$ NONE to insure payment of taxes or assessments which are a lien but not yet due or payable was acknowledged.

The rights of way and/or easements offered and shown or indicated on said map were accepted on behalf of the Public for County Road purposes and public utilities purposes and uses.

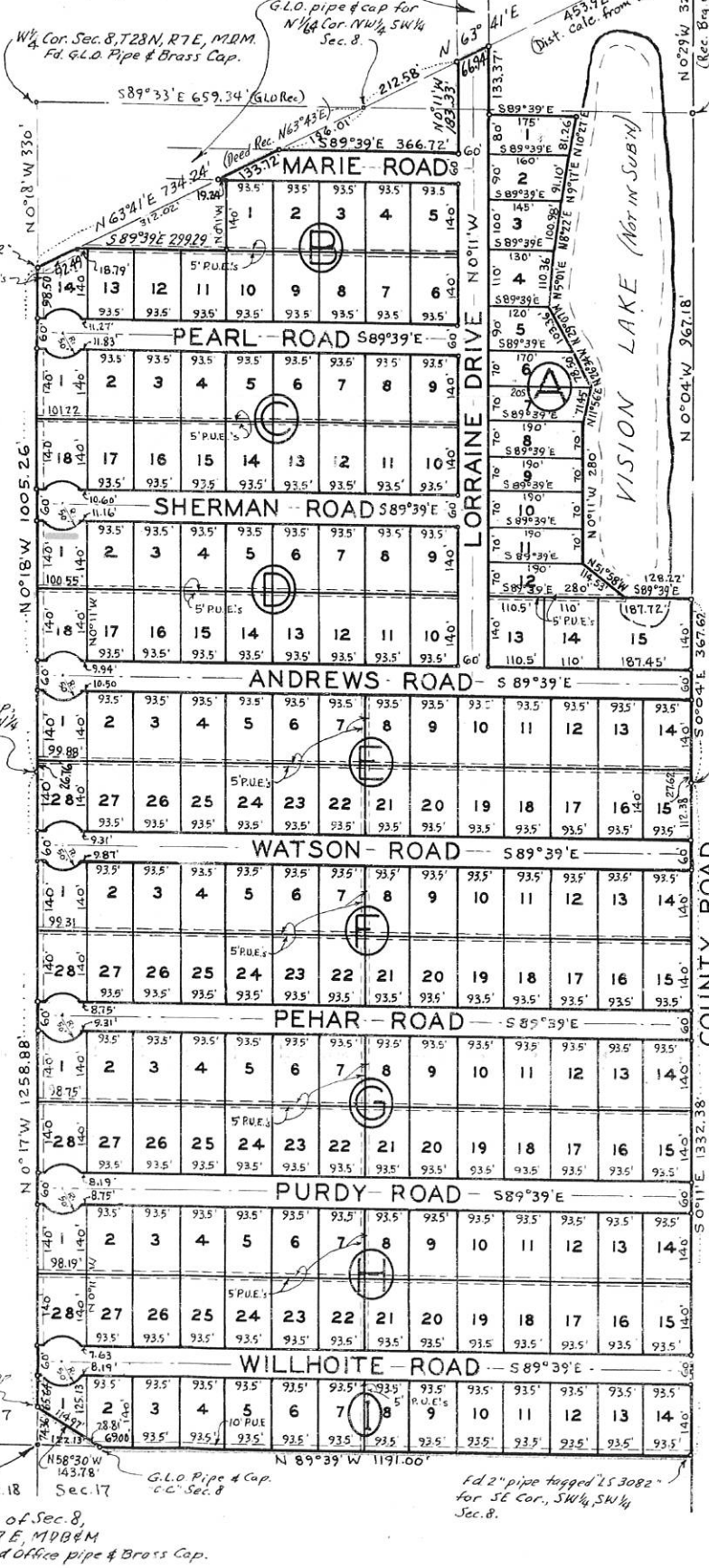
Louis Kehler
County Clerk of Plumas County

FILED FOR RECORD at the request of Plumas County Abstract and Title Company
this 16th day of Jan., 1962, at 26 minutes past 2 o'clock, P.M., in Book
2 of Maps at page 41

Fee: \$5.00
Filing No. 2538

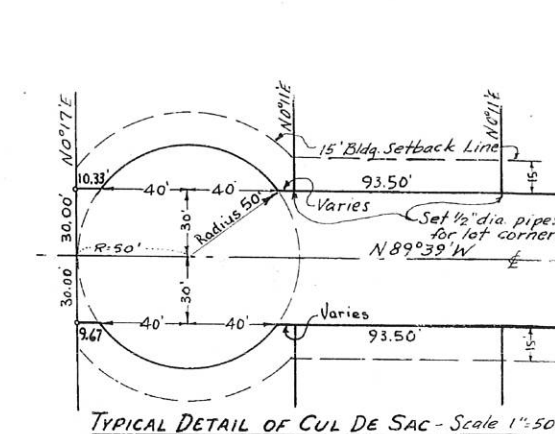
John Hogan Gronow
Recorder of Plumas County

Note: Streets are to be extended into proposed Unit No. 2.



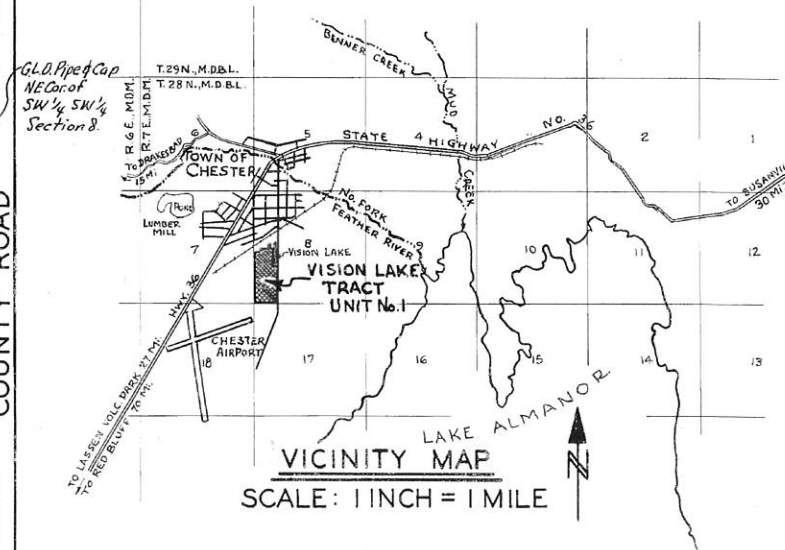
LEGEND

Set 3/4" dia. pipe 24" long, tagged "R.C.E. 7567", except as otherwise noted.
Set 1/2" dia. pipe 24" long at all inside lot corners.



SCALE:
1" = 200'

BEARINGS shown hereon, unless specifically noted otherwise, are based on the bearing shown for the South line of tract which is the 1929 G.L.O. survey record.



UNIT NO. 1
VISION LAKE TRACT
ADDITION TO THE TOWN OF CHESTER
PLUMAS COUNTY, CALIFORNIA
IN W 1/2, SW 1/4, SECTION 8, T.28 N., R.7 E., M.D.B. & M
SCALE: 1 INCH = 200 FEET
OWNER & SUBDIVIDER: ELMER E. WILLHOITE

CIVIL ENGINEER: A.J. VANDENBERG, SUSANVILLE, CALIFORNIA
SHEET 1 OF 1 SHEET

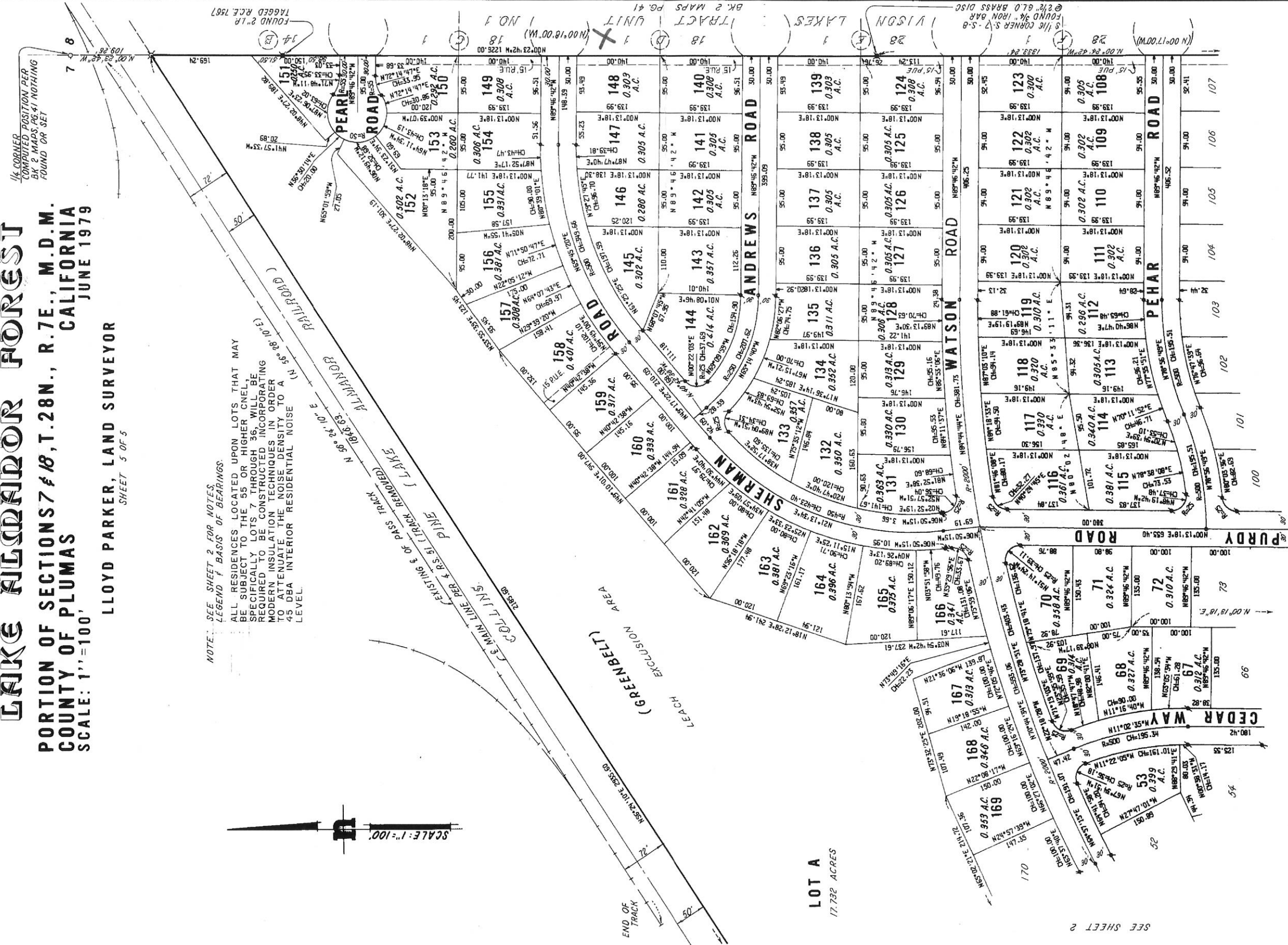
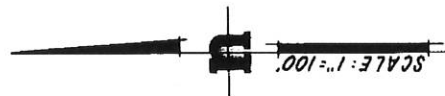
2M41

SUBDIVISION MAP OF
LAKE ALMADOR FOREST
PORTION OF SECTIONS 7 & 18, T.28N., R.7E., M.D.M.
COUNTY OF PLUMAS
CALIFORNIA
JUNE 1979
SCALE: 1"=100'

LLOYD PARKER, LAND SURVEYOR
SHEET 5 OF 5

NOTE: SEE SHEET 2 FOR NOTES.
LEGEND & BASIS OF BEARINGS.

ALL RESIDENCES LOCATED UPON LOTS THAT MAY
BE SUBJECT TO THE 55 OR HIGHER CNEI
SPECIFICALLY LOTS 7 THROUGH 36 WILL BE
REQUIRED TO BE CONSTRUCTED INCORPORATING
MODERN INSULATION TECHNIQUES IN ORDER
TO ATTENUATE THE NOISE DENSITY TO A
45 DBA INTERIOR RESIDENTIAL NOISE
LEVEL



LOT A
17.732 ACRES

SEE SHEET 2

SEE SHEET 4

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



June 20, 2023

TO: NST
1495 Riverside Dr.
Susanville, CA 96130

SUBJECT: 602 Sherman Rd., Chester. Vacation (Abandonment) Application

This letter is to serve as a response to the inquiry received on June 12, 2023, for the "Proposed Vacation (Abandonment) of Cul-de-sac" located at 602 Sherman Rd, Chester, CA. After reviewing the submittal, Plumas County Dept. of Public Works (PCPW) has no initial objection towards the applicant pursuing this vacation (abandonment) of the Cul-de-sac as shown on the Record Map 2 M 41, Unit No. 1 Vision Lake Tract. Furthermore, PCPW supports the vacation (abandonment) of this easement for the designated cul-de-sac as shown on said recorded map.

The applicant is responsible to provide all alphabetized items listed under number three of the current "Vacation (Abandonment) Procedure." All items must be received as listed in order for this application to be considered complete.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Mannle", is written over a faint, larger blue outline of the same signature.

John Mannle
Director

Attachments: "Vacation (Abandonment) Procedure" + Original Submittal

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



VACATION (ABANDONMENT) PROCEDURE

Vacation (Abandonment) has historically been used to describe the process used to vacate public interest in an existing road right of way or utility easement. The following vacation procedure serves to vacate or abandon Plumas County rights of way (public road(s), public utility easements, public service easements, drainage easements, etc.) based on the standards set forth in Streets and Highways Code Sections §8300-8363 (1).

1. Contact the Plumas County Department of Public Works (PCPW), 1834 E. Main St., Quincy, CA 95971, with a written request for vacation. The Vacation (Abandonment) request must include an 8 ½" x 11" plat, including the following;
 - ☐ A clear depiction of the proposed Vacation (Abandonment) and surrounding area within 100 feet, including structures, utilities and road names.
 - ☐ Vicinity map
 - ☐ North arrow
 - ☐ Accurate scale, using engineering scaling.
2. The Vacation (Abandonment) request will be presented to the Development Review Committee (DRC) that includes representatives from the Public Works Department and Planning Department for initial review and comments.
3. PCPW will provide a written response within 30 calendar days to this request indicating support or opposition. If the proposal is supported by PCPW the following items will be required in conjunction with the PCPW Project Information Form as a part of a complete application:
 - A. Utility Letters (Electric, Telephone, Internet, Water, Sewer, Cable, Etc.):
Letters will be required from all utility companies stating that they have no objection to the abandonment or must describe the area that they wish to retain.
 - B. Legal Description & Plat
The legal description and plat (map) shall be submitted describing the proposed project and in agreement with areas to be retained by utility companies. The legal and plat shall be prepared by either a California registered Land Surveyor or Civil Engineer (licensed prior to RCE No. 33965) and should be ready for recording upon submittal. Plats shall be drawn on an 8 ½" x 11" sheet with North arrow and accurate scale.
 - C. Petition
A completed "PETITION FOR VACATION OF PUBLIC HIGHWAY" or "PETITION FOR VACATION OF PUBLIC UTILITY EASEMENT" with a copy of the legal description (per item "B" above) placed on page one (as shown on attached example) and on page two original signatures and address information of ten freeholders (owners of 10 different properties) for vacation of public highway or five freeholders (owners of five different properties) for easement vacation. Pursuant to Streets and Highways Code Section §8321 (1): in order to vacate public highway at least two of the required ten petitioners (freeholders) shall be residents of the road district in which some or part of the street or highway proposed to be vacated is situated and shall be taxable therein for the street or

highway purposes; in order to vacate a public utility or public service easement at least one of the required five petitioners (freeholders) shall be resident of the township in which the public service easement proposed to be vacated is situated.

D. Fees – TO BE ASSESSED IN 2022 PUBLIC WORKS FEE SCHEDULE REVISION

~~Applications submitted to PCPW will be reviewed and billed on an hourly basis; an initial deposit will be required at time of submittal in order to begin the process. The application deposit is \$500.00, final billing will be based on an hourly rate \$77.54 (per current fee schedule as listed in Plumas County Resolution No. 18-8353). Prior to recording of the legal description, any outstanding fees owed to Plumas County shall be paid in full.~~

~~Further information regarding current hourly fees and deposits are found on the Plumas County Public Works Department website under the Development Review Fees (<http://countyofplumas.com/index.aspx?NID=2314>). Planning fees will be billed on an hourly basis, as listed under “Planner’s Hourly Rate” on the Planning & Building Services Fee Schedule. Further information regarding Planning fees is located on the Plumas County Planning Department website under the Fee Schedule (<https://www.plumascounty.us/127/Applications---Handouts>).~~

~~a. Billing:~~

- ~~1. PCPW will send monthly statements during the processing of this application.~~
- ~~2. If the applicant makes no forward action for the duration of one calendar year, this application will be closed and a final statement will be sent to applicant showing any outstanding fees owed.~~

E. Appraisal Costs

Any costs associated with procuring an appraisal of the subject property shall be the sole burden of the applicant.

F. Preliminary Title Report

PCPW reserves the right to request the applicant to obtain a Preliminary Title Report at any point between the initial submittal of the Vacation (Abandonment) request and prior to finalization of the project. *The Preliminary Title Report must be no greater than six (6) months old at time of submittal to PCPW.*

4. Once a completed application has been received by PCPW, it will, within 30 calendar days, be reviewed for completeness and to confirm the signatures on the petition are property owners within Plumas County and the petition complies with the Streets and Highways Code Sections §8300-8363¹. Upon review of the application for completeness and compliance with current laws and regulations, PCPW will submit a report, including the original application, to the Plumas County Planning Department for review by the Zoning Administrator. The Zoning Administrator is responsible to review the Vacation (Abandonment) application and comments from PCPW for conformity with the County’s adopted General Plan or part thereof (Plumas County Code Sec. 2-4.503(b) and California Government Code Sec. 65402).
5. If the Zoning Administrator determines the Vacation (Abandonment) proposal is in conformance with the adopted General Plan or part thereof, said findings along with the PCPW file recommendations, and original application will be sent to the Board of Supervisors (Board) for two actions:
 - A. The first action shall be the Board’s adoption of a Resolution of Intent (ROI) to consider the Vacation (Abandonment), and through the ROI, the Board would take action to set a public hearing date of not less than fifteen (15) days after the date of adoption of the ROI.
 - B. The second action shall be the public hearing before the Board that will occur on the date established by the adopted ROI. The public hearing will be an item set for a specific time and location. At the conclusion of the public hearing, if approval is recommended, the Board will adopt a Resolution vacating the street, highway or easement and cause it to be recorded.

Typically, the public hearing process through the Board of Supervisors is completed within 120 to 160 calendar days after the application is deemed complete by PCPW.

If you have any questions regarding this application or its proceedings, please contact the Plumas County Public Works Department at (530) 283-6268.

Citations:

1. Streets and Highways Code: Part 3 Public Streets, Highways, and Service Easements Vacation Law §8330-8363
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=9.&chapter=4.&part=3.&lawCode=SHC&article=1. (*Link can also be found on the Plumas County Public Works homepage under Permits and Fees*)
2. Plumas County Code: Sec. 2-4.503(b) “Responsibility. “*Responsibility*. Pursuant to the provisions of Section 11509 of the Business and Professions Code of the State and Sections 65401, 65402, and 65900 of the Government Code of the State, the Zoning Administrator shall be responsible for the administration of the portions of this Code as provided by this section.”
https://library.municode.com/ca/plumas_county/codes/code_of_ordinances?nodeId=TIT2A_D_CH4OFDE_ART5PLDEAG_S2-4.503ZOAD
3. Government Code of the State of California: ARTICLE 7. Administration of General Plan 65402:http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65402.&lawCode=GOV

Attachments:

1. PCPW Project Information Form
2. “PETITION FOR VACATION OF PUBLIC HIGHWAY”
3. “PETITION FOR VACATION OF PUBLIC HIGHWAY – SIGNATURES”
4. “PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT”
5. “PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT – SIGNATURES”
6. Example of Utility Letter
7. Example of Legal Description
8. Example of Plat/Map

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
 John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



Project No. _____
 Office Use Only _____

Project Information

Applicant Name:	Assessor's Parcel Number:
Address:	Telephone:
Email:	Fax:
Owner's Name:	Telephone:
Address:	Preferred Contact:

Property Information

Name of Proposed Project (if any)	Site Size (square feet / acres)		
Location of Project			
Zoning:	General Plan	Existing Land Use	Proposed Land Use
Existing Structures (square feet)	Proposed Structures (square feet)		

Project Description

Full Description of Proposed Project (attach sheets as necessary):

Owner Certification

I certify that I am presently the legal owner or the authorized agent of the owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and accurate. (If an agent is to be authorized, execute an affidavit of authorization and include affidavit with this application.)

Signature: _____ Date: _____

PETITION FOR VACATION OF PUBLIC HIGHWAY

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF PLUMAS

DATE: _____, 20__

Dear Board Members:

The Undersigned, being ten or more freeholders, at least two of whom are residents of the Road District in which some part of the highway affect is situated; and who are taxable therein for highway purposes, do hereby petition your Honorable Board of Supervisors in writing, in accordance with provisions of Section §8321 of the Streets and Highway Code of the State of California, to VACATE the following-described PUBLIC HIGHWAY _____ of the COUNTY OF PLUMAS.

INSERT LEGAL DESCRIPTION HERE

EXAMPLE

PETITION FOR VACATION OF PUBLIC HIGHWAY - SIGNATURES

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

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Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF PLUMAS

DATE: _____, 20__

Dear Board Members:

The Undersigned, being five or more freeholders, at least two of whom is a resident of the township in which the easement proposed to be abandoned is situated; do hereby petition your Honorable Board of Supervisors in writing, in accordance with provisions of Section §8321 of the Streets and Highway Code of the State of California, to VACATE the following-described PUBLIC SERVICE EASEMENT of the COUNTY OF PLUMAS.

INSERT LEGAL DESCRIPTION HERE

EXAMPLE

PETITION FOR VACATION OF PUBLIC SERVICE EASEMENT - SIGNATURES

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

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Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

Print Name: _____ Address: _____

Signature: _____ City: _____ State: _____ Zip: _____ Date: _____

ATTACHMENT NO. 6

December 25, 2017

Pacific Gas & Electric Company
Land Management Division
Street Address
City, State Zip Code

Attn: _____, Land Agent

RE: Abandonment of _____ *describe proposed project here*

Dear _____

We the below applicants are preparing an application to abandon a portion of the street/alley located in _____ *describe the location of the right of way or easement to be vacated* (see attached copy of APN page and/or plat with street/alley highlighted).

In accordance with the Streets & Highway Code we are inquiring as to whether PG&E has any facilities in said street/alley or plan to place facilities in said street/alley. If you do have facilities or are planning on placing said facilities do you want the County to reserve a Public Utility Easement for your use. If you have no objection to these proceedings please respond in writing to confirm.

We look forward to you response and should any questions arise please feel free to contact me at _____ or email _____.

Sincerely,

Your Name

Enclosures
APN page
Plat (if applicable)

EXAMPLE OF LEGAL DESCRIPTION

EXHIBIT "A"

TRAVELED ROADWAY TO BE VACATED

A length of traveled roadway located in the South half of the Southeast quarter of Section 11, and the Northeast quarter of the Northeast quarter of Section 14, Township 23 North, Range 14 East, M.D.M. & M., Plumas County California, lying within the parcel of land described in the deed recorded at Document No. 2009-0006483 in the Plumas County Clerk-Recorder's office, more particularly described as follows

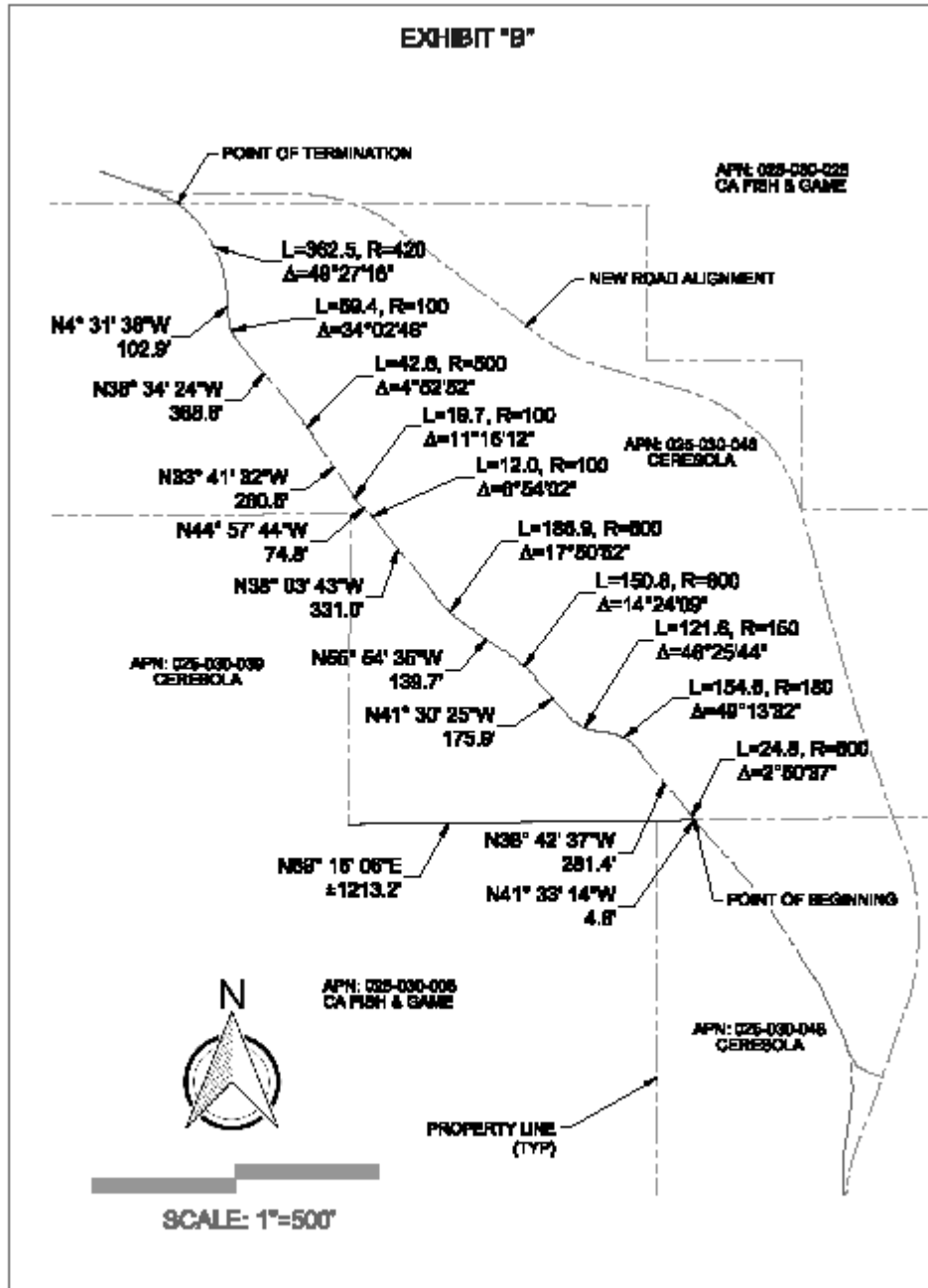
Commencing at the southwesterly most property corner of said lands;

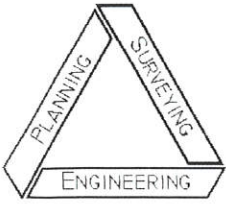
Thence, N 89°16'06" E, +/-1213.2 feet along the Southerly property line of said lands, or to the center of the traveled roadway to be vacated, being the POINT OF BEGINNING;
Thence along the centerline of said traveled roadway the following nineteen courses:

Thence, N 41°33'14" W, a distance of 4.8 feet;
Thence, along a tangent curve to the right having a radius of 500.0 feet, an arc length of 24.8 feet, and a delta angle of 02°50'37";
Thence, N 38°42'37" W, a distance of 281.4 feet;
Thence, along a tangent curve to the left having a radius of 180.0 feet, an arc length of 154.6 feet, and a delta angle of 49°13'32";
Thence, along a reverse curve to the right having a radius of 150.0 feet, an arc length of 121.6 feet, and a delta angle of 46°25'44";
Thence, N 41°30'25" W, a distance of 175.9 feet;
Thence, along a tangent curve to the left having a radius of 600.0 feet, an arc length of 150.8 feet, and a delta angle of 14°24'09";
Thence, N 55°54'35" W, a distance of 139.7 feet;
Thence, along a tangent curve to the right having a radius of 600.0 feet, an arc length of 186.9 feet, and a delta angle of 17°50'52";
Thence, N 38°03'43" W, a distance of 331.0 feet;
Thence, along a tangent curve to the left having a radius of 100.0 feet, an arc length of 12.0 feet, and a delta angle of 06°54'02";
Thence, N 44°57'44" W, a distance of 74.8 feet;
Thence, along a tangent curve to the right having a radius of 100.0 feet, an arc length of 19.7 feet, and a delta angle of 11°16'12";
Thence, N 33°41'32" W, a distance of 260.5 feet;
Thence, along a tangent curve to the left having a radius of 500.0 feet, an arc length of 42.6 feet, and a delta angle of 04°52'52";
Thence, N 38°34'24" W, a distance of 388.6 feet;
Thence, along a tangent curve to the right having a radius of 100.0 feet, an arc length of 59.4 feet, and a delta angle of 34°02'46";
Thence, N 04°31'38" W, a distance of 102.9 feet;

Thence, along a tangent curve to the left having a radius of 420.0 feet, an arc length of 362.5 feet, and a delta angle of 49°27'18" to the north property line of said lands, or to the center of the traveled roadway to be vacated, also being the POINT OF TERMINATION.

EXAMPLE OF PLAT/MAP



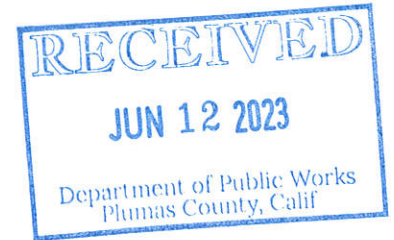


NST ENGINEERING, INC.

***1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272***

***Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.***

June 9, 2023



Plumas County Public Works Dept.
1938 E Main Street
Quincy, CA 95971

Re: Proposed Vacation (Abandonment) of Cul-de-sac
602 Sherman Road
Chester, CA

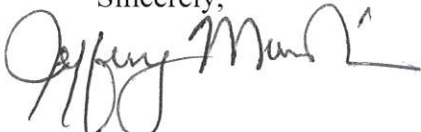
Dear John,

Our clients, Corey and Nicole Buckley, are proposing to abandon the south side of a cul-de-sac as shown on the Vision Lake Tract Unit 1 Subdivision Map (2 M 41) along Sherman Road in Chester, CA. The proposed cul-de-sac was never constructed due to Sherman Road being extended through the Lake Almanor Forest Subdivision (4 M 149).

There are no existing utility easements along the south side of Sherman Road. There is a 10ft Public Utility Easement along the west side of 602 Sherman Road that will not be affected by this abandonment.

Please let us know if you have any questions.

Sincerely,

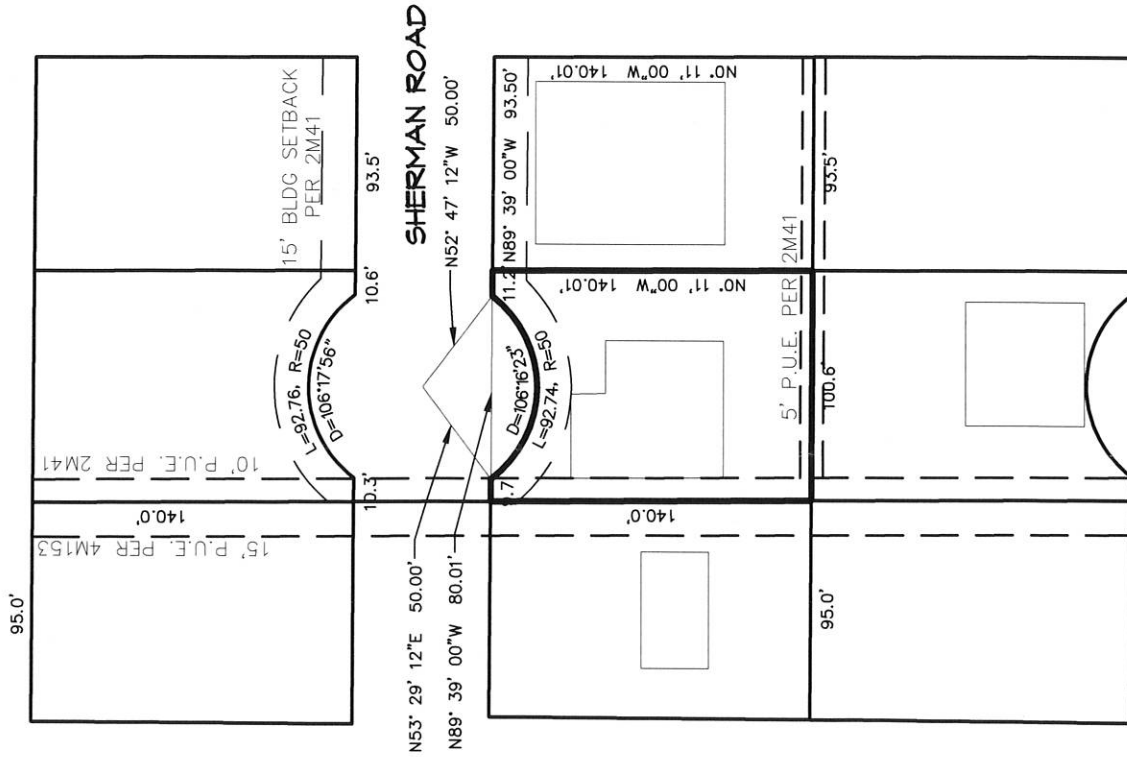

Jeff Morrish



VICINITY MAP
(NOT TO SCALE)



SCALE: 1"=80'



PROPOSED ABANDONMENT FOR COREY & NICOLE BUCKLEY

602 SHERMAN ROAD
CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

The UNDERSIGNED, as owners and persons having interest in the land within the VISION LAKE TRACT UNIT No.1 subdivision as shown upon the hereon plat map, do hereby certify that we are the only persons whose consent is necessary to pass a clear title to said land; and that we consent to the preparation and recordation of said map as shown within the colored border lines. We offer for dedication for Public use for County Road purposes all of the rights of way for all of the Roads and Drive as shown within said subdivision.

We also offer for dedication for Public use, for specific uses, rights of way and easements for ingress and egress for water lines, gas, sewer and drain lines, overhead and underground wires for electric and telephone service, and all appurtenances thereto on those strips of land designated as "P.U.E.'s" or "Public Utilities Easements." Also reserved for the Public is a strip of land, 15' in width, across the fronts of all lots along Streets, Roads, or Drives to be designated as a Building Setback restriction, said strips of land to be kept free and open of buildings.

Lorraine E. Willhoite
LORRAINE E. WILLHOITE

Elmer E. Willhoite
ELMER E. WILLHOITE

WESTERN TITLE INSURANCE COMPANY, a California Corporation

by: Robert G. McArthur, Vice President

Thomas J. Watson
THOMAS J. WATSON

State of California } On this 4th day of Dec., 1961, before me, Hale E. Wright, personally appeared
County of Plumas } Lorraine E. Willhoite and Elmer E. Willhoite, known to me to be the persons whose
names are subscribed to the foregoing statements and acknowledged they executed the same

Hale E. Wright Notary Public My Commission expires Feb. 15, 1963

State of California } On this 4th day of December, 1961, before me, Leora E. Nusey, personally appeared
County of Plumas } Robert G. McArthur known to me to be the Vice
President, Thomas J. Watson, known to me to be the person whose name is subscribed to the foregoing
statements and acknowledged they executed the same.

Leora E. Nusey Notary Public, My Commission expires July 11, 1963

State of California } On this 1st day of December, 1961, before me, Frank R. France, personally appeared
County of Plumas } Thomas J. Watson, known to me to be the person whose name is subscribed to the foregoing
statements and acknowledged that he executed same.

Frank R. France Notary Public, My Commission expires 7/18/62

I, A.J. VANDENBERG, hereby certify that I am a Civil Engineer registered in the State of California; that this map correctly represents a survey made by me or under my direction in November, 1961, that the survey is true and correct as shown; and that the survey monuments shown hereon actually exist as indicated and are sufficient to enable the survey to be retraced.

A.J. Vandenberg
A.J. VANDENBERG, Registered Civil Engineer No. 7567.

I, JAMES F. FLANAGAN, County Surveyor of Plumas County, hereby certify that I have examined this final map of Vision Lake Tract Unit No. 1, that it conforms substantially to the tentative map on file; that the provisions of the Subdivision Map Act of the statutes of California and any local ordinances applicable have been complied with; and that I am satisfied that this map is technically correct.

Dec. 20, 1961

James F. Flanagan
JAMES F. FLANAGAN, Plumas County Surveyor, Reg. Civil Engineer No. 292

I, COUNTY TAX COLLECTOR AND REDEMPTION OFFICER of Plumas County, California, hereby certify that there are no unpaid taxes or tax liens or assessments against the land within the hereupon shown Vision Lake Tract Unit No. 1, or unpaid State, County, Municipal, or Local taxes, or special assessments collected as taxes, except taxes or assessments which are a lien but not yet due or payable. I estimate the latter to be in an amount not to exceed \$ NONE.

Claire L. O'Rourke by Lois Alexander, Deputy
Plumas County Tax Collector and Redemption Officer.

I, COUNTY CLERK of Plumas County, hereby certify that on the 4th day of Dec., 1961, the PLUMAS COUNTY BOARD OF SUPERVISORS officially approved this final subdivision map of Vision Lake Tract Unit No. 1. The receipt of satisfactory security in the Tax Collector's estimated amount of \$ NONE to insure payment of taxes or assessments which are a lien but not yet due or payable was acknowledged.

The rights of way and/or easements offered and shown or indicated on said map were accepted on behalf of the Public for County Road purposes and public utilities purposes and uses.

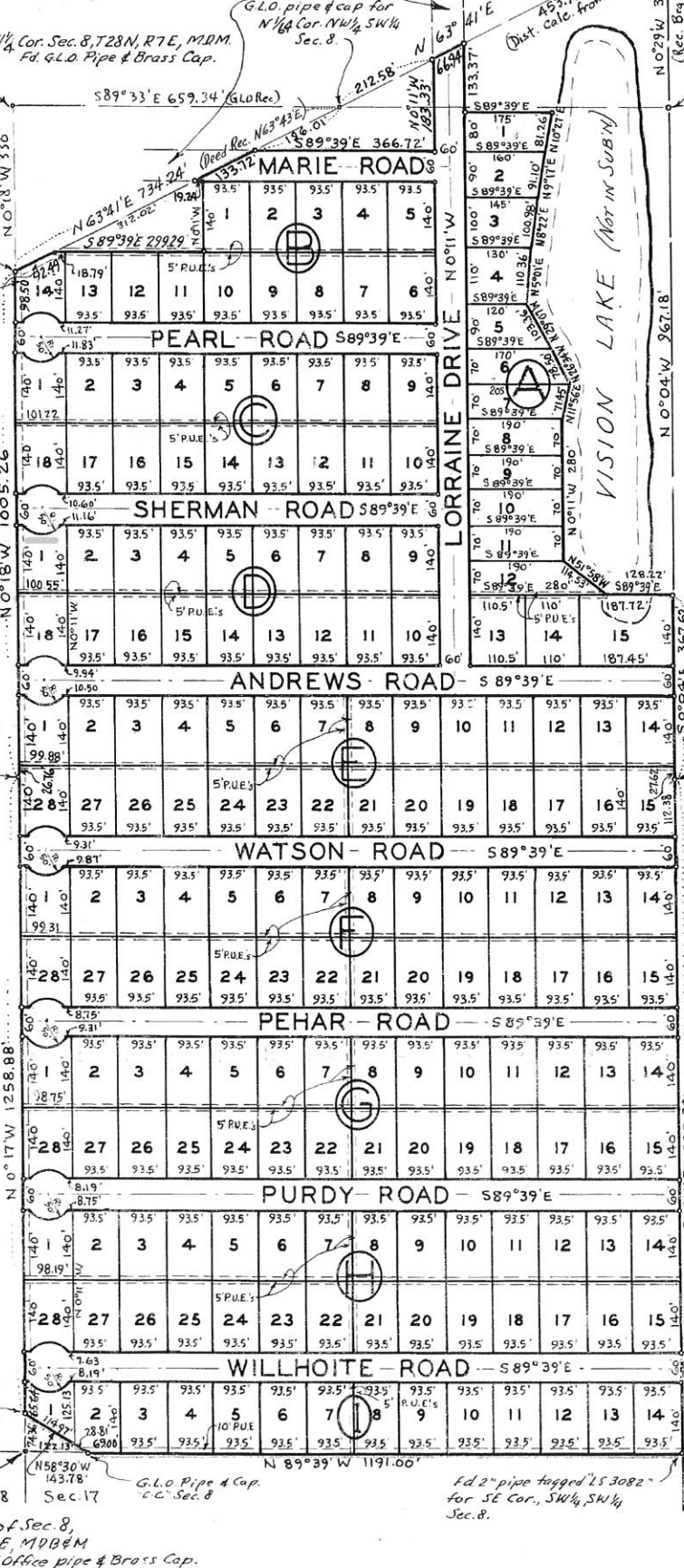
Lois Dehner
County Clerk of Plumas County

FILED FOR RECORD at the request of Plumas County Abstract and Title Company
this 16th day of Jan, 1962, at 26 minutes past 2 o'clock, P.M., in Book
2 of Maps at page 41

Fee \$5.00
Filing No. 2538

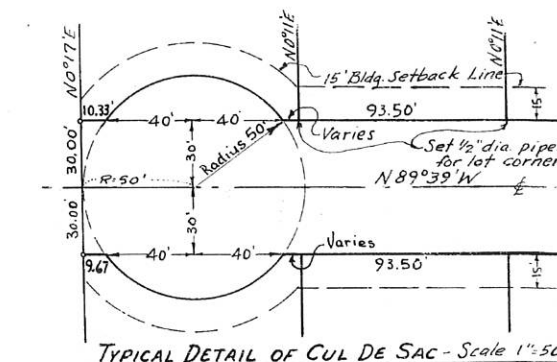
Mike Hogan Gronwald
Recorder of Plumas County

Note: Streets are to be extended into proposed Unit No. 2.



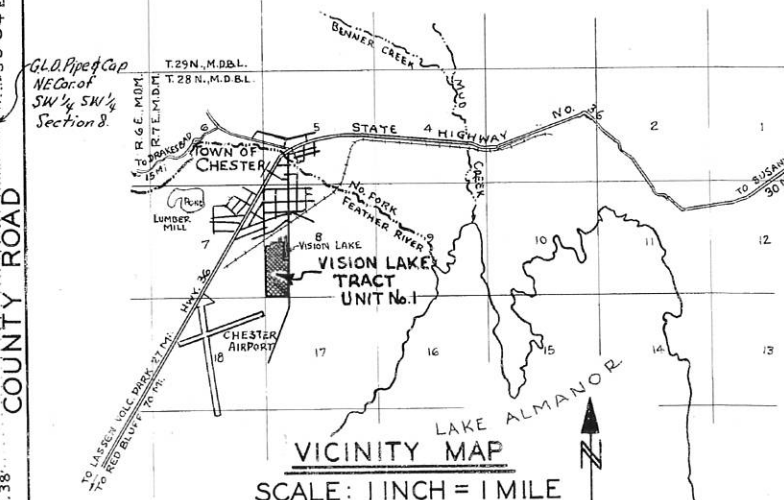
LEGEND

- Set 3/4" dia. pipe 24" long, tagged "R.C.E. 7567", except as otherwise noted.
- Set 1/2" dia. pipe 24" long at all inside lot corners.



SCALE:
1" = 200'

BEARINGS shown hereon, unless specifically noted otherwise, are based on the bearing shown for the South line of tract which is the 1929 G.L.O. survey record.

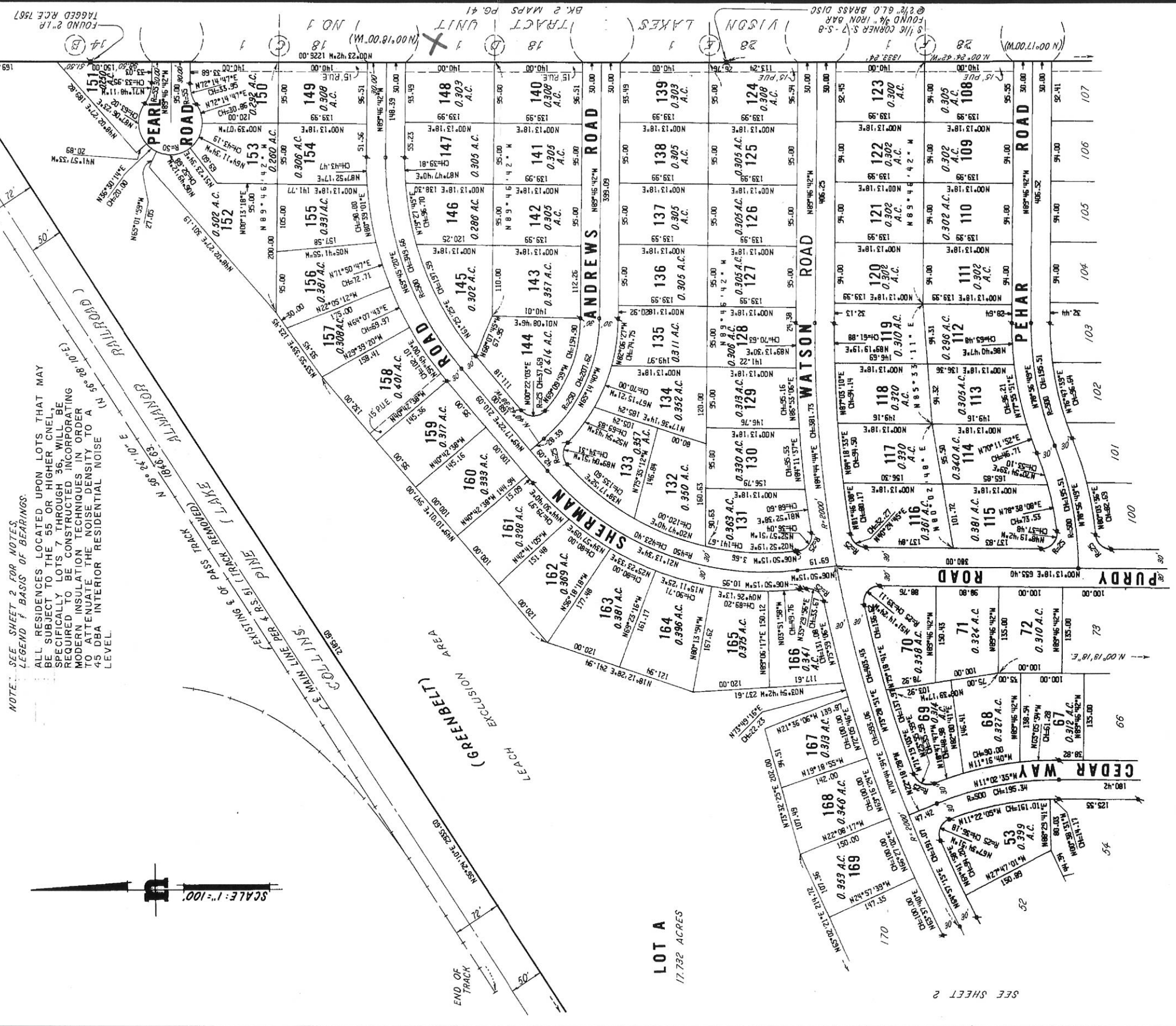


UNIT NO. 1
VISION LAKE TRACT
ADDITION TO THE TOWN OF CHESTER
PLUMAS COUNTY, CALIFORNIA
IN W 1/2, SW 1/4, SECTION 8, T.28 N., R.7 E., M.D.B. & M.
SCALE: 1 INCH = 200 FEET
OWNER & SUBDIVIDER: ELMER E. WILLHOITE

CIVIL ENGINEER: A.J. VANDENBERG, SUSANVILLE, CALIFORNIA
SHEET 1 OF 1 SHEET

2M41

SUBDIVISION MAP OF
LAKE ALMONOR FOREST
PORTION OF SECTIONS 7 & 18, T.28N., R.7E., M.D.M.
COUNTY OF PLUMAS
CALIFORNIA
JUNE 1979
LLOYD PARKER, LAND SURVEYOR
SHEET 5 OF 5



NOTE: SEE SHEET 2 FOR NOTES.
LEGEND & BASIS OF BEARINGS.

ALL RESIDENCES LOCATED UPON LOTS THAT MAY BE SUBJECT TO THE 55 OR HIGHER CNEL, SPECIFICALLY LOTS 7 THROUGH 36, WILL BE REQUIRED TO BE CONSTRUCTED INCORPORATING MODERN INSULATION TECHNIQUES IN ORDER TO ATTENUATE THE NOISE DENSITY TO A 45 DBA INTERIOR RESIDENTIAL NOISE LEVEL.

SCALE: 1"=100'

LOT A
17.732 ACRES

SEE SHEET 4

SEE SHEET 2




PLUMAS COUNTY PLANNING & BUILDING SERVICES

PLANNING DEPARTMENT
INTERIM ZONING ADMINISTRATOR GRAHAM
jimgraham@countyofplumas.com

February 21, 2024

MEMORANDUM

TO: John Mannle, Director of Public Works
FROM: Jim Graham, Interim Zoning Administrator 
CC: Tracey Ferguson, Planning Director
Evan Hasse, Sr. Engineering Technician
RE: Vacation (Abandonment) of 602 Sherman Road (APN 100-311-001-000), Chester
Cul-de-Sac Fronting Property
General Plan Conformity Determination Under California Government Code Section 65402(a)

This memorandum is in response to the Public Works letter dated February 8, 2024, requesting the Plumas County Zoning Administrator (Planning Department) review the Vacation (Abandonment) of the cul-de-sac fronting the property at 602 Sherman Road, Chester, against the Plumas County General Plan to ensure there are no conflicts with the General Plan.

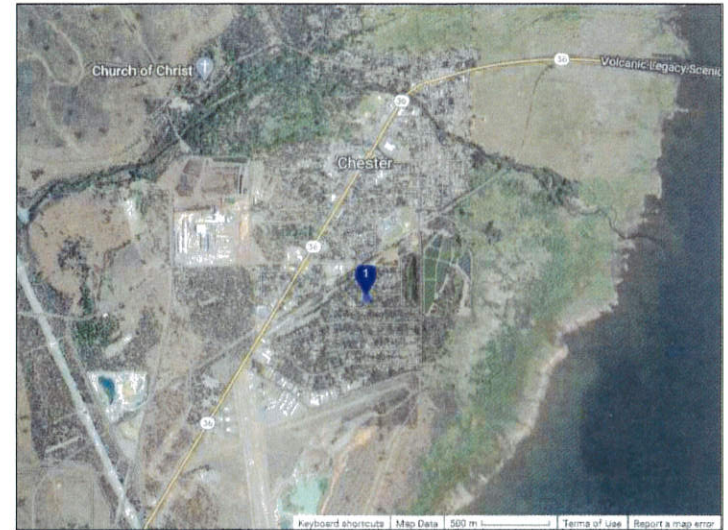
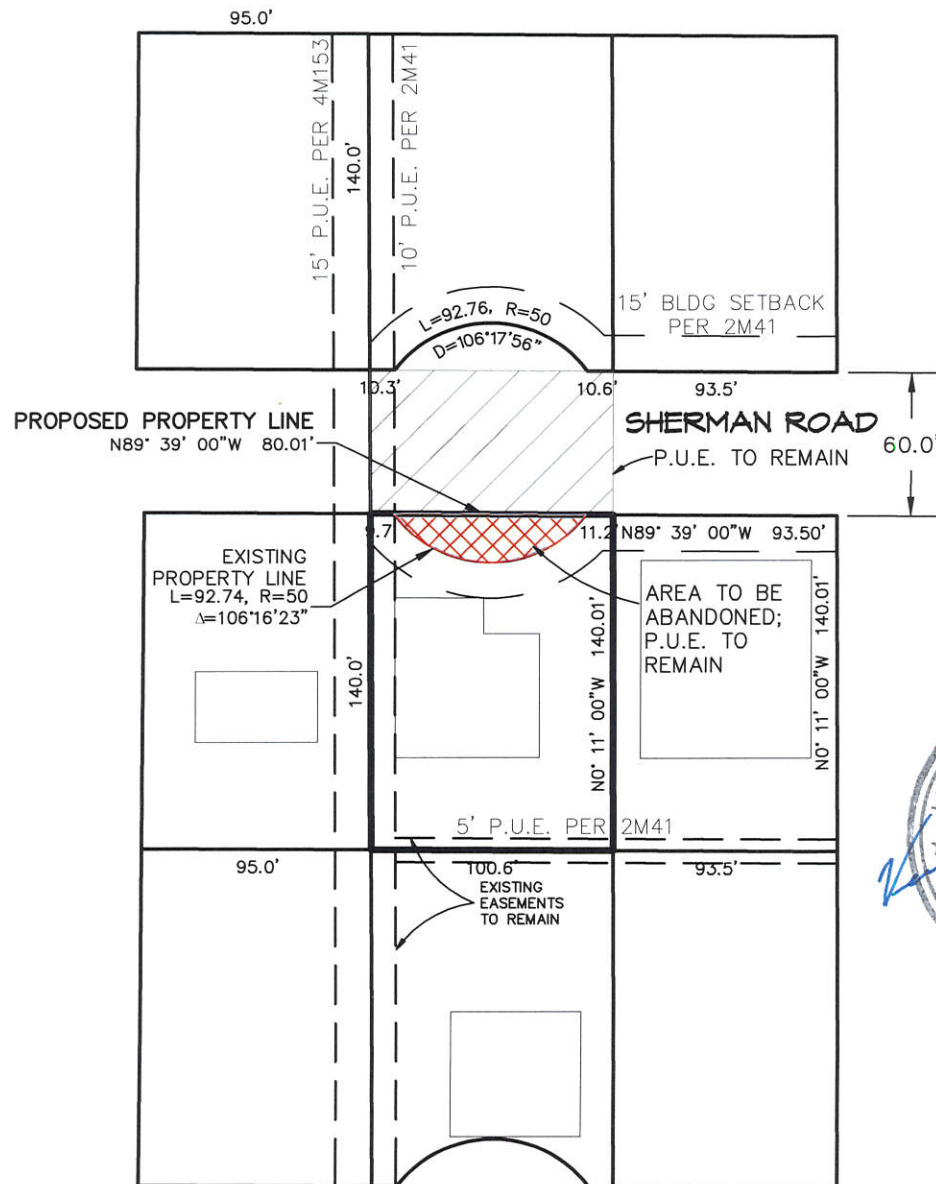
California Government Code Section 65402(a) states no street shall be vacated or abandoned until the planning agency makes a report on the conformity of the location, purpose, and extent of such street vacation or abandonment with the General Plan.

Plumas County Code Sec. 2-4.503(b) gives the Zoning Administrator the responsibility to review vacation/abandonments per California Government Code Section 65402(a) for conformity with to the County's adopted General Plan.

The area proposed for abandonment is a remnant of a circular turnaround that is no longer necessary as Sherman Road has been extended and is now a through road. See attached Exhibit A.

The Plumas County 2035 General Plan Circulation Element Policy 4.1.3, Required Roadway Access, states, "The County shall require that every parcel created, and all developments are provided with roadway access that will accommodate the permitted density and intensity of development..."

Upon evaluation of APN 100-311-001-000 (subject parcel of Abandonment application) access is preserved along the frontage of the subject parcel. Therefore, pursuant to California Government Code Section 65402(a) the vacation (Abandonment) of the cul-de-sac fronting the property at 602 Sherman Road, Chester, is in conformity with the Plumas County 2035 General Plan.



VICINITY MAP
(NOT TO SCALE)



SCALE: 1"=80'

Exhibit A

PROPOSED ABANDONMENT FOR **COREY & NICOLE BUCKLEY**

602 SHERMAN ROAD

CHESTER, CA, PLUMAS COUNTY

APN: 100-311-001

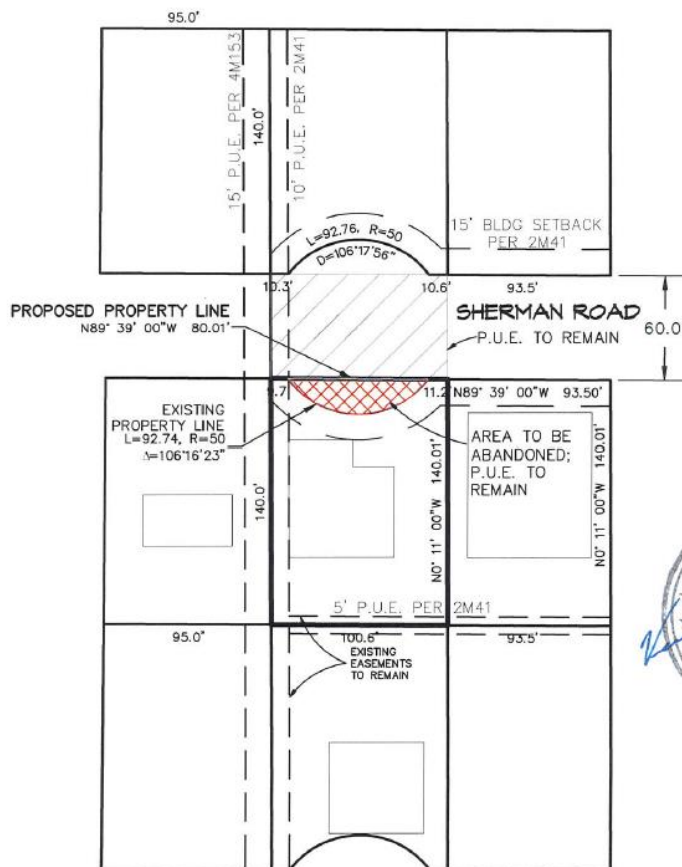
JOB NO. 2023-55

NOTICE OF PUBLIC HEARING
PLUMAS COUNTY, CALIFORNIA
April 2nd, 2024

PROPOSED VACATION OF
A Portion of a Cul-de-Sac along Sherman Road, Chester, CA

Notice is hereby given that the Plumas County Board of Supervisors, pursuant to California Streets and Highways Code Section 8324, will hold a public hearing in the Board of Supervisors Room, Plumas County Courthouse, 520 Main Street, Room 308, Quincy, CA 95971 on the 16th day of June 2024, at 10:00 a.m. to consider adoption of a resolution abandoning a portion of the Cul-de-Sac along Sherman Road, Chester, CA. If you have any questions concerning the proposed abandonment, please contact Evan Hasse at (530) 283-6209.

John Mannle, P.E.
Director of Public Works, and
Plumas County Road Commissioner



PROPOSED ABANDONMENT FOR
COREY & NICOLE BUCKLEY
602 SHERMAN ROAD
CHESTER, CA, PLUMAS COUNTY
APN: 100-311-001
JOB NO. 2023-55

Recorded at the request of & mail to:
Plumas County Department of Public Works
1834 E Main Street
Quincy, CA 95971

No Recording Fee Per Streets and Highways Code 8336

RESOLUTION NO. 24-

**A RESOLUTION VACATING THE SOUTHERN PORTION OF THE CUL-DE-SAC AS
SHOWN ON THE VISION LAKE TRACT UNIT 1 SUBDIVISION MAP (2 M 41)
FRONTING THE RESIDENTIAL ADDRESS OF 602 SHERMAN RD., CHESTER, CA**

WHEREAS, after notice duly given, a public hearing was held on the 16th day of April 2024, on a resolution of intention, adopted the 2nd day of April 2024, by this Board, to abandon a portion of cul-de-sac and roadway easement adjacent to the residential address of 602 Sherman Road., Chester, County of Plumas, State of California; and

WHEREAS, the adjoining property owner of the proposed vacation area is requesting that Plumas County vacate its rights to the existing roadway; and

WHEREAS, the proposed vacation is a redundant portion of the road system and will not adversely affect the ability for Plumas County to properly manage and maintain the remaining alignment of Sherman Road.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, finds that Section 8333 of the Streets and Highways Code is applicable and that the subject roadway right of way specifically described in Exhibit “A” and as shown on the attached plat, Exhibit “B”, is hereby vacated due to this portion no longer being needed.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall cause a certified copy of this Resolution to be recorded as provided in Section 8336 of the Streets and Highways Code.

BE IT FURTHER RESOLVED that from and after the date of this Resolution being recorded, the subject right of way no longer constitutes a public street or highway.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____, 2024 by the following vote:

AYES: Supervisor(s)

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

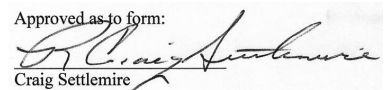
Approved as to form:

Craig Settemire
Counsel

Exhibit "A"

Description for Abandonment

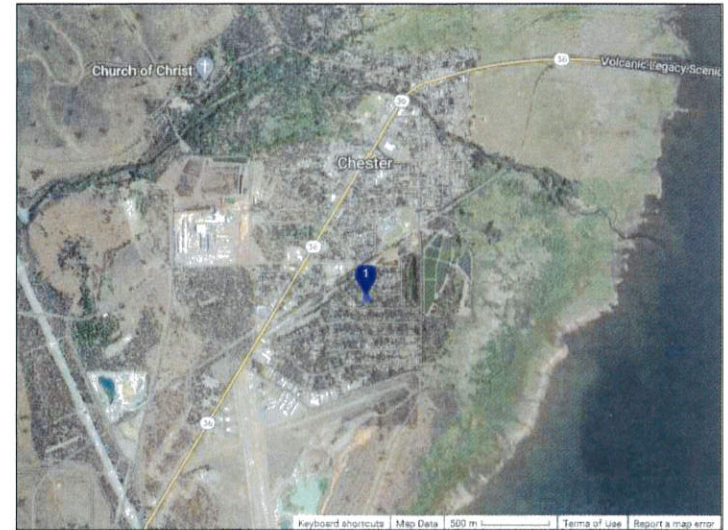
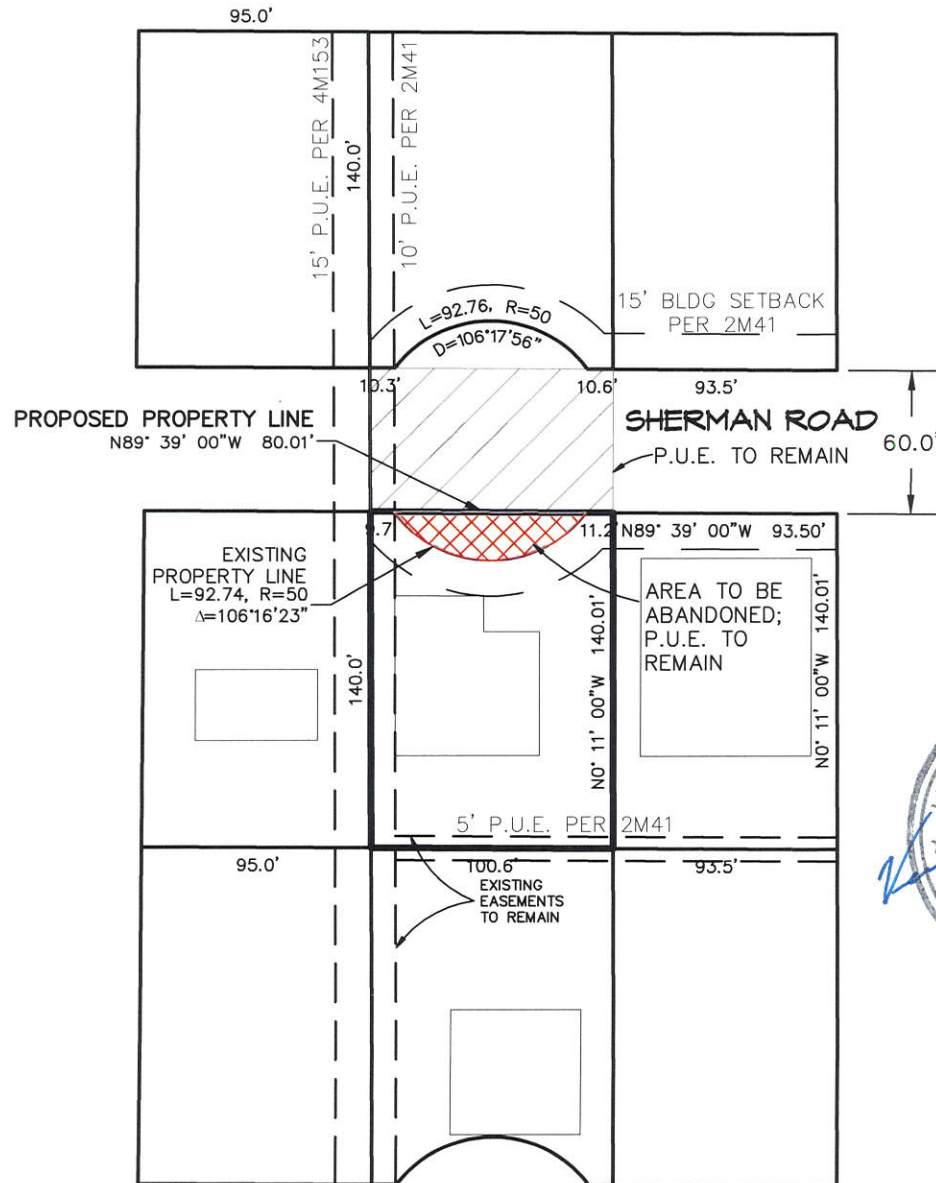
That portion of Sherman Road as shown on that map of Unit 1, Vision Lake Tract, filed January 16, 1962 in Book 2 of Maps at Page 41, Plumas County Records, described as follows:

Beginning at a point on the North line of Lot 1 in Block D in said Unit No. 1, Vision Lake Tract, distant thereon S 89°39' E 9.67 feet from the Northwest corner of said Lot 1; thence S 89°39' E 80.01 feet to a point which bears N 89°39' W 11.16 feet from the Northeast corner of said Lot 1; thence along the southerly right-of-way of said Sherman Road along a curve to the right whose radius point bears N 52°47'12" W 50.00 feet through a central angle of 106°16'23" an arch length of 92.74 feet to the point of beginning.

RESERVING pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company and Frontier, a Citizens Communication Company, the permanent easement and the right at any time, and from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), maintain, remove, inspect and use public utility facilities, including, but not limited to electric, gas and communication facilities, including ingress to and egress from the public utility facilities, and also the right to trim and cut down trees and other vegetation that may be a hazard to the public utility facilities and the area shall be kept open and free of buildings, structures, wells or other obstructions.



Exhibit "B"



VICINITY MAP
(NOT TO SCALE)



SCALE: 1"=80'

Exhibit "B"

PROPOSED ABANDONMENT FOR
COREY & NICOLE BUCKLEY

602 SHERMAN ROAD

CHESTER, CA, PLUMAS COUNTY

APN: 100-311-001

JOB NO. 2023-55



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: April 16, 2024

SUBJECT: Authorize the Sierra Valley Volunteer Fire Protection District to withdraw funds from the County Treasury Pool and determine a mutually acceptable date of withdrawal; discussion and possible action.

Recommendation:

Authorize the Sierra Valley Volunteer Fire Department to withdraw funds from the County Treasury Pool and determine a mutually acceptable date of withdrawal; discussion and possible action.

Background and Discussion:

Government Code 27136 states that a district shall submit a withdrawal request to the County Treasurer who will evaluate the request to ensure withdrawal will not adversely affect the interests of the entire treasury pool.

However, the specifics of the request to withdraw the SVVFPD are different as Resolution 2023-0004 of the Plumas Local Agency Formation Commission decided that there would be the creation of the Beckwourth Peak Fire Protection District. This Resolution also required the dissolution of the Beckwourth Fire District and Sierra Valley Fire District. The divestiture of the Fire Protection and Emergency Medical Services by the City of Portola and Gold Mountain CSD. The Beckwourth Peak Fire Protection District will encompass all these agencies by voter approval in the November 7, 2023 election.

On February 18, 2024, the SVVFPD provided a letter of request to withdraw their funds from the County Treasury so their funds can be transferred to the newly formed BFPD. The SVVFPD has approximately \$122,000 in the Treasury. Government Code 61053 states guidelines for Districts to move their funds to an alternative depository. Resolution No. 2024-01, confirming the request to remove funds from the Plumas County Treasury has addressed G.C. 61053. The District has made a formal request, adopted a resolution, and address the amount of bond and insurance, appointed a District Treasurer with signing authorities with financial institution Plumas Bank.

Government Code 61053 (d) states the Board of Directors and Board of Supervisors shall determine a mutually acceptable date for the withdraw. I respectfully request the Board to approve the date of April 16, 2024, as the mutually accepted date of withdrawal of the Sierra Valley Volunteer Fire Protection District funds.

Thank you.

Action:

Authorize the Sierra Valley Volunteer Fire Department to withdraw funds from the County Treasury Pool and determine a mutually acceptable date of withdrawal; discussion and possible action.

Fiscal Impact:

No G.F. Impact

Attachments:

1. Sierra Valley Volunteer Fire Withdraw BOS Memo



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com
(530) 283 -6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

DATE: April 3, 2024

TO: The Honorable Board of Supervisors

FROM: Julie A. White, Plumas County Treasurer-Tax Collector/Collections
Administrator

SUBJECT: Request from Sierra Valley Volunteer Fire Protection District (SVVFPD) to
remove District funds from the County Treasury Pool

Recommendation: Authorize the SVVFPD to withdraw funds from the County Treasury and
determine a mutually acceptable date of withdraw (G. C. 61053 (d))

Background and Discussion: Government Code 27136 states that a district shall submit a
withdrawal request to the County Treasurer who will evaluate the request to ensure withdrawal
will not adversely affect the interests of the entire treasury pool. However, the specifics of the
request to withdraw the SVVFPD are different as Resolution 2023-0004 of the Plumas Local
Agency Formation Commission decided that there would be the creation of the Beckwourth Peak
Fire Protection District. This Resolution also required the dissolution of the Beckwourth Fire
District and Sierra Valley Fire District. The divestiture of the Fire Protection and Emergency
Medical Services by the City of Portola and Gold Mountain CSD. The Beckwourth Peak Fire
Protection District will encompass all these agencies by voter approval in the November 7, 2023
election.

On February 18, 2024, the SVVFPD provided a letter of request to withdraw their funds from the
County Treasury so their funds can be transferred to the newly formed BFPD. The SVVFPD
has approximately \$122,000 in the Treasury. Government Code 61053 states guidelines for
Districts to move their funds to an alternative depository. Resolution No. 2024-01, confirming
the request to remove funds from the Plumas County Treasury has addressed G.C. 61053. The
District has made a formal request, adopted a resolution, and address the amount of bond and
insurance, appointed a District Treasurer with signing authorities with financial institution
Plumas Bank.

Government Code 61053 (d) states the Board of Directors and Board of Supervisors shall
determine a mutually acceptable date for the withdraw. I respectfully request the Board to
approve the date of April 16, 2024, as the mutually accepted date of withdrawal of the Sierra
Valley Volunteer Fire Protection District funds.

Thank you.

**REMOVING FUNDS FROM THE COUNTY TREASURY
G.C. 61053(a)**

Memo of Intent to Withdraw:

- Inform Auditor/Treasurer that District wishes to remove funds from County Treasury & that District Resolution will follow with mutual date of withdrawal determined by both Boards
- State how funds should be transferred (warrant – provide address, wire – provide bank name, routing & account number and district will pay wire fees)
- State that District is aware that they are responsible for all State reporting and for all following all applicable code that governs Special Districts
- State that District is aware that upon effective date the District assumes all responsibility for any outstanding expenditures (even if claim or request was submitted to Auditor prior to effective date).
- State the District is aware of the auditing requirements pursuant to Government Code 26909 & Plumas County Resolution 98-6207.

Resolution from District Board (G.C. 61053(c) :

- State that District wishes to remove funds from County Treasury
- Effective Date – determined by Board of Supervisors and District Directors(G.C. 61053 (d)
- Name of Appointed Treasurer-Finance Officer, (G.C. 61053(b))
- Name of designated depository a bank
- State that District is properly bonded for fiscal employees (G.C. 61053 (b)(2)

Criteria for considering withdrawal (27133 (H):

- County Treasurer to assess whether the removal of funds would affect stability and predictability of other investments and investors

Signature of Approval of County Auditor/Controller: Madeyhan

Signature of Approval of County Treasurer: Julia White

Reason for not approving at this time: N/A

Date Funds will be available for transfer: April 16, 2024

February 13, 2024

Julie White
Plumas County Treasurer – Tax Collector
P.O. Box 176
Quincy, CA. 95971

Subject: Sierra Valley Volunteer Fire Protection District Request to Remove Funds from the Plumas County Treasury.

Dear Ms. White,

This letter is a follow up to a brief phone discussion you had last month with Daniel Smith, a board member on the new Beckwourth Peak Fire Protection District (BPPFD). Mr. Smith contacted you regarding the removal of the Sierra Valley Fire District funds from the County as we will be dissolving the current District and becoming part of the newly approved Beckwourth Peak District. The new District will oversee our finances as an independent district as soon as the County can transfer the funds in preparation for the final dissolution of SVVFD. The transition plan will be critical to the new District having the needed funds to maintain smooth operations for community fire services.

The new BPPFD District will not collect any funds from the newly approved Parcel tax until early 2025. The existing funds from each agency in the new district will provide funds starting now until the 2024-25 Parcel tax money is available in early 2025. We are requesting that the County transfer the SVVFD current fund balance to BPPFD as soon as possible. Also, we request an additional transfer occur when the 2023-24 tax funds are available from the County later this year. This will ensure that the new District has sufficient funds to operate. The new District will pay all SVVFD bills for the remainder of the fiscal year 2023-24 from the initial transfer.

The new District is well prepared to take over our finances. Beckwourth Fire Department's (BFD) existing staff will be staying on with the new BPPFD District and is aware of all State reporting requirements for Special Districts, and special district auditing requirements. The district has a longtime relationship with the law firm BB&K in Sacramento that advises the district on issues, and they will provide training for the new Board of Directors. The district also belongs to the California Special Districts Association and the Golden State Risk Management Authority who provide training and Insurance to the District.

The current BF district also has a detailed plan for controlling the disbursement of funds and proper oversight to ensure minimal risk to the district. All checks will require dual signature of the Fire Chief and a Board member. The district will be using an outside financial firm to assist us in the integration of SVVFD into the current quick books system. This firm will also reconcile our bank statements and provide oversight for the district. The BPPFD Board

currently meets monthly and is provided with a written and verbal report on finances. This will continue once the SVVFD funds are transferred.

We thank the County for your support during this transition. Combining the assets of four agencies into the new system is a huge undertaking and having the finances in place will provide a smooth transition for the community. Please let us know if there is anything further you require to proceed. Once you are ready to get approval from the County Supervisors, we will provide you with our account # and coding with Plumas Bank so that funds can be wired to us.

We look forward to collaborating with you. If you have any further questions do not hesitate to contact me at the SVVFD Office at (530) 530-993-1111.

Thank you,

A handwritten signature in cursive script that reads "Vicki Anderson".

Vicki Anderson
Board President
Sierra Valley Volunteer Fire District

RESOLUTION NO. 2024-01

A RESOLUTION OF THE SIERRA VALLEY VOLUNTEER FIRE PROTECTION DISTRICT CONFIRMING REMOVAL OF DISTRICT FUNDS FROM THE PLUMAS COUNTY TREASURY

WHEREAS, the Sierra Valley Volunteer Fire Protection District "District" is a government agency organized and granted a Certificate of Existence by the State of California under the provisions of the Fire and LIFE Safety Code; and

WHEREAS, California Government Code, Section 61053. Provides that the District's Board of Directors, may, by resolution, establish an alternative depository other than the County Treasury for its funds; and

WHEREAS, the Board of Directors now desires to remove 100% of its funds from the Plumas County Treasury at the soonest possible date following receipt of this Resolution. We request that the Treasurer electronically transfer the funds to the new Beckwourth Peak Fire Protection District's Plumas Bank Checking account #_____.

WHEREAS, The new Beckwourth Peak Fire Protection District has been approved by Lafco resolution # 2023-04 (attachment 1) and approved by the County Board of Supervisors resolution # 23-8827 (attachment 2), Sierra Valley Volunteer Fire Protection District resolution # 2023-002 confirming they are joining the BPPFD and dissolution of SVVFD on July 1, 2024, and finally ratified by the voters at the November 7, 2024 election approving Measure E & F, formation of a new combined Fire District and a Parcel tax to fund the new District.

WHEREAS, the BPPFD Board of Directors has appointed the Fire Chief as the Treasurer of the District. The District will follow a system of accounting and auditing that shall completely and at all times show the District's financial condition; and

WHEREAS, the Board of Directors will require two signatures on all withdrawals and checks issued by the District. The Treasurer and one Board member will be required to sign, if the Treasurer is not available then two Board members will sign. Two Board members and board Vice President/Treasurer will be authorized signatories with Plumas Bank; and

WHEREAS, the Board of Directors is properly bonded and insured by GSRMA in the amount of \$10,000,000.

NOW THEREFORE, BE IT RESOLVED by the Board of the Sierra Valley Volunteer Fire District that:

1. The above recitals are true and correct.
2. The Board of Directors of the Sierra Valley Fire Protection District hereby requests the removal of 100% of its funds held by the Plumas County Treasury Budget.

PASSED, APPROVED AND ADOPTED, by the Board of Directors of the Sierra Valley Fire Protection District, Plumas County, State of California this 13 day of Feb 2024 by the following vote:

Ayes: 4

Noes:

Absent: 1

Kasey Conrad

Cindy L. Smith

Don Meyer

Chidi Anderson



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I
Audrey Rice, Management Analyst I

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize the supplemental budget of \$51,998.00 from State Title III (AAA) 44213 to Other wages 51020, rollover funds from FY22/23 to be applied to FY23/24; approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve the attached supplemental budget for \$51,988.00.

Background and Discussion:

Plumas County Public Health Agency receives funding each year from the Area 3 Agency on Ageing (AAA) from the California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Unexpended grant funds are often rolled over to the next fiscal year. The County Auditor has approved the supplemental budget form.

Action:

Approve and authorize the supplemental budget of \$51,998.00 from State Title III (AAA) 44213 to Other wages 51020, rollover funds from FY22/23 to be applied to FY23/24

Fiscal Impact:

(No General Fund Impact) AAA

Attachments:

1. Senior Nutrition 20830 Supplemental Budget
2. FE AP 2324-03 S012 Plumas County-signed
3. PE AP 2324-03 S012 A1 Plumas County

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Senior Nutrition

Dept. No: 20830

Date 3/13/2024

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☒ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001N	20830	44213	State-Title III (AAA)	51,988.00
Total (must equal transfer to total)				51,988.00

☐ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001N	20830	51020	Other wages	51,988.00
Total (must equal transfer to total)				51,988.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Rollover funds from FY 2223 to be applied to FY 2324

B)

C) Rollover funds must be used in 2324 FY

D) Rollover funds, also known as One-time only, are decided after the budget is determined.

Approved by Department Signing Authority:

DeLenc Jones

☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Madell

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- 8877

RESOLUTION TO RECEIVE ONE TIME FEDERAL PASSTHROUGH AWARD AP-2324-03 IN THE AMOUNT OF \$490,770 AND APPROVE SUBCONTRACT NUMBER AP 2324-03 S012 FROM CHICO STATE ENTERPRISES REQUIRED TO RECEIVE THE GRANT

WHEREAS, Chico State Enterprises and the County of Plumas entered into a subcontract on July 1, 2023 to provide services according to Title III and Title IV Programs to meet the needs of California's older adult population; and

WHEREAS, Chico State Enterprises, on behalf of its program the Area 3 Agency on Aging (AAA, has received a Federal Passthrough Award, AP-2324-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII to meet the needs of California's older adult population;

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

Accept and Approve Subcontract Number AP 2324-03 S012 from Chico State Enterprises in the amount of \$490,770 for Fiscal Year 2023-2024 and authorize the Interim Director of Public Health Agency to sign the Subcontract and all future Amendments to said Subcontract Number AP 2324-03 S012.

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 December 5, 2023, by the following vote:

Ayes: Hagwood, Ceresola, Goss, Engel

Noes:

Absent: McGowan

Abstain:


Chair, Plumas County Board of Supervisors

Attest:


Clerk, Plumas County Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

SUBCONTRACT

SUBCONTRACT NUMBER AP 2324-03 S012	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises**, hereafter called **Contractor**, and **County of Plumas**, hereafter called **Subcontractor**.

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence **7/1/2023** and will end **6/30/2024**. The maximum amount of this Subcontract is **\$490,770** from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	\$ 123,300	\$ 74,357
State General Fund	\$ 39,161	\$ 198,964
State GF Augmentation	\$ 0	\$ 0
NSIP	\$ 9,528	\$ 15,460
Total Groups	\$ 171,989	\$ 288,781

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

Grand Total **\$490,770**

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

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

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	County of Plumas
BY: (AUTHORIZED SIGNATURE) <i>Mary Sidney</i> 12/22/23	BY: (AUTHORIZED SIGNATURE) <i>Dana Krinsky</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON Dana Krinsky, Interim Director of Public Health
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95929-0246 mbently@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road, Ste 206 Quincy CA 95971

Exhibit A1
Scope of Work
County of Plumas

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

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

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

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

ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

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

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

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

EXHIBIT A2 - SCOPE OF SERVICE

County of Plumas Nutrition

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

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2024:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
 - a) Subgrantee will provide 34,253 congregate meals at nutrition sites in Plumas County from July 1, 2023 through June 30, 2024.
 - b) Subgrantee will provide 26,868 home-delivered meals in Plumas County from July 1, 2023 through June 30, 2024.
2. Nutrition Education (per person attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
 - a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
 - b) Subgrantee will provide a minimum of one in each quarter of the grant year.
 - c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
 - d) Not more than \$3,750 shall be budgeted for this activity.
3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of foodborne illnesses. Documentation of all In-Service trainings will be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.
6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.
7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.
8. Satisfaction Survey: Subgrantee will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

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

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

B. TARGET POPULATION OBJECTIVES

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

populations indicated in the most recent Census, as compared to the total number of unduplicated persons served.

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

C. REPORTING

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

D. COMPENSATION

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

3. The total compensation for congregate to Subgrantee shall not exceed the maximum available funding of 162,461.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of \$273,321
5. The total NSIP award will be available not to exceed \$9,528 for congregate and \$15,460 for home-delivered for a total of \$24,988.

E. MATCHING CONTRIBUTION

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

F. EQUIPMENT PURCHASE

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

EXHIBIT A3 - SCOPE OF SERVICE

County of Plumas Transportation

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

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2024:

1. Transportation (1 one-way ride): Provision of a means of transportation for a person who requires help in going from one location (home, senior center, facility, etc.) to another.
 - a) Subgrantee will provide 2,000 one-way trips in transporting seniors in Plumas County, with a primary focus on transportation to and from the nutrition sites from July 1, 2023 through June 30, 2024
2. Assisted Transportation (1 one-way ride): Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.
 - a) Subgrantee will provide 1,450 one-way trips in Plumas County, providing assisted transportation for essential services such as medical appointments and shopping from July 1, 2023 through June 30, 2024.
3. Satisfaction Survey: Subgrantee will provide seniors with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
4. Subgrantee will provide services five (5) days per week, with the exception of the following holidays:

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

B. TARGET POPULATION OBJECTIVES

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

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

C. REPORTING

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

D. COMPENSATION

1. Annual compensation to Subgrantee shall not exceed the maximum available funding of \$30000.00.

Nutrition Services IIC2

		IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET									
Agency: Plumas County Public Health Agency											
Budget Period: July - June (12 months)				(x) Original Budget		() Revision No. ____				Date: 8/31/2023	
Fiscal Year: 2324											
				Activities							
		(a) Budgeted	Meals		Program Management		Nutrition Education		Other		
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind		
(1) Personnel	\$135,500	\$135,500									
(2) Travel/Training	\$0										
(3) Equipment*	\$0										
(4) Consultants	\$1,500			\$1,500							
(5) Catered Food	\$0										
(6) Raw Food	\$184,000	\$184,000									
(7) Other Costs	\$45,381	\$45,381									
(8) Total Direct Costs	\$366,381	\$364,881	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0		
(9) Indirect Costs	\$0										
(10) Total Cash/In-Kind	\$366,381	\$364,881	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0		
(11) TOTAL ALL COSTS	\$366,381	\$364,881		\$1,500		\$0		\$0			
		(J) Budgeted							Cost/Meal by Activities	\$	%
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind								
(12) USDA NSIP	\$15,460	\$15,460						(18) Meals		\$13.58	99.59%
(13) Non-Matching	\$0							(19) Program Mgmt		\$0.06	0.41%
(14) Matching	\$38,600	\$38,600						(20) Nutrition Educ		\$0.00	0.00%
(15) Grant Related Income	\$39,000	\$39,000						(21) Other		\$0.00	0.00%
(16) State GF IIIC2 Funds**	\$198,964	\$198,964						(22) TOTAL		\$13.64	100%
(17) Federal IIIC2 Grant Funds***	\$74,357	\$74,357									
(18) TOTAL FUNDING	\$366,381	\$366,381	\$0					Cost/Meal by Cost Category		\$	%
Match (10.53% Minimum):		10.54%									
			Funding Per Meal	\$	%			(23) Personnel		\$5.04	36.98%
			(32) N.S.I.P.	\$0.58	4.22%			(24) Travel/Training		\$0.00	0.00%
			(33) Non-Matching	\$0.00	0.00%			(25) Equipment		\$0.00	0.00%
			(34) Matching	\$1.44	10.54%			(26) Consultants		\$0.06	0.41%
			(35) Grant Related	\$1.45	10.64%			(27) Catered Food		\$0.00	0.00%
			(36) Title III Grant	\$10.17	74.60%			(28) Raw Food		\$6.85	50.22%
			(37) TOTAL	\$13.64	100%			(29) Other Costs		\$1.69	12.39%
								(30) Indirect Costs		\$0.00	0.00%
								(31) TOTAL		\$13.64	100%
Contracted # of Meals:											
26868											

* (I) IT EQUIPMENT OR EQUIPMENT VALUED OVER \$4393 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field

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

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

TITLE III B TRANSPORTATION SERVICES BUDGET

Agency: Plumas County Public Health Agency				
Budget Period: July - June (12 months)				
Fiscal Year: 2324		(x) Original Budget () Revision No. _____		
		Date: 8/31/2023		
		(a) Budgeted		
COST CATEGORY		Costs	(b) Regular	(c) Assisted
(1) Personnel	Cash	\$30,000	\$20,000	\$10,000
	In-Kind	\$0		
(2) Travel/Training	Cash	\$0		
	In-Kind	\$0		
(3) Equipment*	Cash	\$0		
	In-Kind	\$0		
(4) Vehicle Operating Costs	Cash	\$9,250	\$6,170	\$3,080
	In-Kind	\$0		
(5) Other Costs	Cash	\$1,500	\$1,000	\$500
	In-Kind	\$0		
(6) Total Direct Costs	Cash	\$40,750	\$27,170	\$13,580
	In-Kind	\$0	\$0	\$0
(7) Indirect Costs @ 10% MAX	Cash	\$0		
	In-Kind	\$0		
(8) TOTAL ALL COSTS	Cash	\$40,750	\$27,170	\$13,580
	In-Kind	\$0	\$0	\$0
		(d) Budgeted		
FUNDING CATEGORY		Funds	(e) Regular	(f) Assisted
(9) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(10) Matching	Cash	\$4,350	\$2,900	\$1,450
	In-Kind	\$0		
(11) Grant Related Income	Cash	\$6,400	\$4,200	\$2,200
	In-Kind	\$0		
(12) Title III Grant Funds	Cash	\$30,000	\$20,000	\$10,000
	In-Kind	\$0		
(13) TOTAL FUNDING	Cash	\$40,750	\$27,100	\$13,650
	In-Kind	\$0	\$0	\$0
		(g) OVERALL	(h) Regular	(i) Assisted
UNIT COST				
(14) Total Cost		\$40,750	\$27,170	\$13,580
(15) Total Units of Service		3,300	2,200	1,100
(16) Cost/Unit of Service		12.34848485	\$12.35	\$12.35
		(j) OVERALL	(k) Regular	(l) Assisted
MATCH CHECK				
(17) Total Match		\$4,350	\$2,900	\$1,450
10.53% Minimum		10.67%	10.67%	10.68%

* (I) EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

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

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

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

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

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

B. Accountability for Funds

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

2. Financial Management Systems

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

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

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

C. Unexpended Funds

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

D. Funding Contingencies

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

3. Limitation of Liability of CSE and/or State

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

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

4. Funding Reduction(s)

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

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

E. Interest Earned

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

ARTICLE II. BUDGET AND BUDGET REVISION

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

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

D. Indirect Costs

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

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

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

6. Program Income may not be used to meet the matching requirements of this Subcontract Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

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

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

C. Matching Contributions

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

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

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

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

D. Matching Requirements

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

E. Equipment

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

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

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

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

E. Maximum Funds Available

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

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

ARTICLE VI. CLOSEOUT

- A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 26, 2024.

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

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

Exhibit C

General Terms and Conditions

1. Approval

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

2. Amendment

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

3. Conflict of Interest

A. Conflict of Interest

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

B. Evaluation

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

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

4. Audit

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

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

5. Use of Name and Publicity

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

6. Notices

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

7. Subject Headings

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

8. Force Majeure

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

9. Nondiscrimination

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

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

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

During the performance of this contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

10. Governing Law

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

11. Severability

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

12. Entire Agreement

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

13. Order of Precedence for Exhibits.

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

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

Exhibit D

Special Terms and Conditions

Agency (Required for federal funding source)	Prime Agreement Number/Date (if available)	If Federal, CFDA Number	Is prime award R&D? (yes/no)
U.S. Department of Health and Human Services, Administration for Community Living	AP-2324-03	93.044 93.045 93.053	No

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

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

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

B. Resolution of Language Conflicts

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

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

ARTICLE II. ASSURANCES

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

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

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

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

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

3. California Civil Rights Laws

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

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

4. The Subcontractor assures CSE that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)
5. The Subcontractor agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subcontract Agreement.

D. Standards of Work

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

E. Conflict of Interest

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

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

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

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

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

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

J. Debarment, Suspension, and Other Responsibility Matters

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

K. Agreement Authorization

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

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

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

L. Contractor's Staff

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

M. Corporate Status

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

N. Lobbying Certification

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

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

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

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

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

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

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

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

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

ARTICLE VI. RECORDS

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

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

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

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

ARTICLE VII. PROPERTY

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

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

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

G. Disposal of Property

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

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

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

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

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING AND EVALUATION

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

ARTICLE X. AUDIT REQUIREMENTS

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

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

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

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

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

Subcontract resolution includes:

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

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

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

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

ARTICLE XI. INSURANCE

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

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

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

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

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

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

B. Termination for Cause

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

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

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

C. Contractor's Obligation After Notice of Termination

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

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

D. Effective Date

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

E. Voluntary Termination

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

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

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

F. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

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

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

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

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

ARTICLE XVII. CSE CONTACT

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

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

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

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

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

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

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

D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act {HIPAA}

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

F. Information Integrity and Security Statement

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

G. Security Incident Reporting

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

H. Security Breach Notifications

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

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

B. Rights in Data

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

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

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

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

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

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

This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

- 2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

B. Provision of Services

- 1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]
4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. (22 CCR 98310]
5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]
3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310,

Exhibit E Additional Provisions

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
3. CSE will make funds available to Subcontractor only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.
5. Funds made available under this Subcontract Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III services.
6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subcontractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.044 Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Senior Centers (Title III B).

93.045 Special Programs for the Aging-Title III, Part C - Nutrition Services (Title III C).

93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters.

"Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs."

When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organization 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. Subcontractor or any Subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Subcontractor will:
 - 1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - 2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - 3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - 4) Establish appropriate procedures to safeguard and account for all contributions.
 - 5) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
8. Any Title III service shall not implement a Cost Sharing program unless approved by CSE and CDA.
9. Subcontractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

10. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.
11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.
12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
13. If a senior nutrition program provider, Subcontractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
14. If a Senior home-delivered program provider, Subcontractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
15. Subcontractor shall assure that the following publication conditions are met:

Materials published or transferred by Subcontractor and financed with funds under this Subcontract Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
 - b. give the name of the entity, the address, and telephone number at which the supporting data is available and
 - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
 17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS

- A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]
- B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.
- C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

- D. Subcontractor shall have written procedures specific to each program which include:
 - 1. Collection and reporting of program data for Sub-contractor.
 - 2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE.
 - 3. Verification of data prior to submission to CSE.
 - 4. Correction procedures.
 - 5. Method for collecting and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 - 6. A performance data monitoring process.
- E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

- A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.
- B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.
- C. Appeal costs or costs associated with any administrative or court review are not reimbursable.
- D. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:
 - 1. A description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new Contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4))
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to affect a safe transition of clients to other community service providers.
- E. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.
- F. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

- A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.
- B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following
1. Time frames within which a complaint will be acted upon.
 2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent. Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

- a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
- b. "Substantial number" and "significant number" shall be determined by the AAA.
- c. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

Complaints may involve, but not be limited to, any or all of the following:

- 1) Amount or duration of a service.
- 2) Denial or discontinuance of a service.
- 3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
- 4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

Note: Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

- A. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)].

B. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.
2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.
3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).
4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.
5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.
6. Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural areas where such frequency is not feasible, and a lesser frequency is approved by CSE and CDA.
7. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.
9. CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

SUBCONTRACT

SUBCONTRACT NUMBER AP 2324-03 S012	AM. NO. 1
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises**, hereafter called **Contractor**, and **County of Plumas**, hereafter **called Subcontractor**.

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence 7/1/2023 and will end **6/30/2024**. The maximum amount of this Subcontract is **\$542,758** from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	\$ 123,300	\$ 74,357
Federal Am 1	\$ 23,294	\$ 31,452
State General Fund	\$ 39,161	\$ 198,964
State General Fund Am 1	\$ <424>	\$ <2,334>
State GF Augmentation	\$ 0	\$ 0
NSIP	\$ 9,528	\$ 15,460
Total with Am 1	\$ 194,859	\$ 317,899
Total C1 + C2 with Am 1		\$512,758

Funding Group IIIB	Transportation
Federal	\$ 30,000
Total Groups	\$ 30,000
Grand Total	\$542,758

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

Exhibit A2 - Scope of Services – Nutrition Am 1

All other terms and conditions remain the same.

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	County of Plumas
BY: (AUTHORIZED SIGNATURE)	BY: (AUTHORIZED SIGNATURE)
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON Nicole Reinert, Director of Public Health
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95929-0246 mbently@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road Ste 206 Quincy CA 95971

Amendment 1
EXHIBIT A2 - SCOPE OF SERVICE
County of Plumas Nutrition

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

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2024:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
 - a) Subgrantee will provide 34,253 + 4,019 for a total of 38,272 congregate meals at nutrition sites in Plumas County from July 1, 2023 through June 30, 2024.
 - b) Subgrantee will provide 26,868 + 2,050 for a total of 28,918 home-delivered meals in Plumas County from July 1, 2023 through June 30, 2024.
2. Nutrition Education (per person attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
 - a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
 - b) Subgrantee will provide a minimum of one in each quarter of the grant year.
 - c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
 - d) Not more than \$3,750 shall be budgeted for this activity (not modified for Am 1).
3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of foodborne illnesses. Documentation of all In-Service trainings will be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.
6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.
7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.
8. Satisfaction Survey: Subgrantee will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

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

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

B. TARGET POPULATION OBJECTIVES

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

populations indicated in the most recent Census, as compared to the total number of unduplicated persons served.

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

(*) not modified for amendment per Passages

C. REPORTING

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

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subgrantee may request an advance of up to 1/12th of the total available funding, but such an advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meal expenses not to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.
3. The total compensation for congregate to Subgrantee shall not exceed the maximum available funding of \$185,331.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of \$302,439.
5. The total NSIP award will be available not to exceed \$9,528 for congregate and \$15,460 for home-delivered for a total of \$24,988 (no change).

E. MATCHING CONTRIBUTION

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

F. EQUIPMENT PURCHASE

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



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: April 16, 2024

SUBJECT: Adopt **RESOLUTION** to amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560, and authorize the Public Health Agency to recruit and hire to fill the position. (No General Fund Impact); approved as to form by County Counsel. Roll call vote

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors adopt a resolution to amend Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, and authorize the Public Health Agency to recruit and hire to fill the position.

Background and Discussion:

Plumas County Public Health Agency has had two Extra-Help Database Analysts for the last 9 months and has made the decision to replace the extra help position with a permanent position for continuity and efficiency. Recent vacancies in the Administration and Health Education divisions make this possible.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560, and authorize the Public Health Agency to recruit and hire to fill the position. (No General Fund Impact); approved as to form by County Counsel and approved by the Human Resources Department.

Fiscal Impact:

(No General Fund Impact) Future of Public Health grant

Attachments:

1. 24-204 FINAL
2. 24-204 org FINAL
3. Public Health Database Analyst NS
4. Critical Staffing Request Database Analyst

RESOLUTION NO. 24-_____

**RESOLUTION TO AMEND FISCAL YEAR 2023-24 PLUMAS COUNTY POSITION ALLOCATION
FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

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

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

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

WHEREAS, this request was brought to the attention of the Human Resources Department which approves of this resolution to amend the 2023-2024 Position Allocation; and reduce the Office Supervisor allocation in Unit 70560 by .825 FTE from 1.825 FTE to 1.0 FTE and the vacant Health Education Coordinator I/II/ OR Health Education Specialist OR Community Outreach Coordinator position by .175 FTE from 12.2 FTE to 12.025 FTE and to increase the Database Analyst position in 70560 from 1 FTE by 1.0 FTE to be 2.0 FTE; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2023-2024 to reflect the following:

Budget Unit 70560	Current FTE	Change	New FTE
Office Supervisor	1.825	-0.825	1.0
Health Education Coordinator I/II/ OR Health Education Specialist OR Community Outreach Coordinator	12.2	-0.175	12.025
Database Analyst	1.0	+1.0	2.0

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 16th day of April 2024 by the following vote:

AYES: Supervisors:

NOES: Supervisors:


ABSENT: Supervisors:

Chair, Board of Supervisors

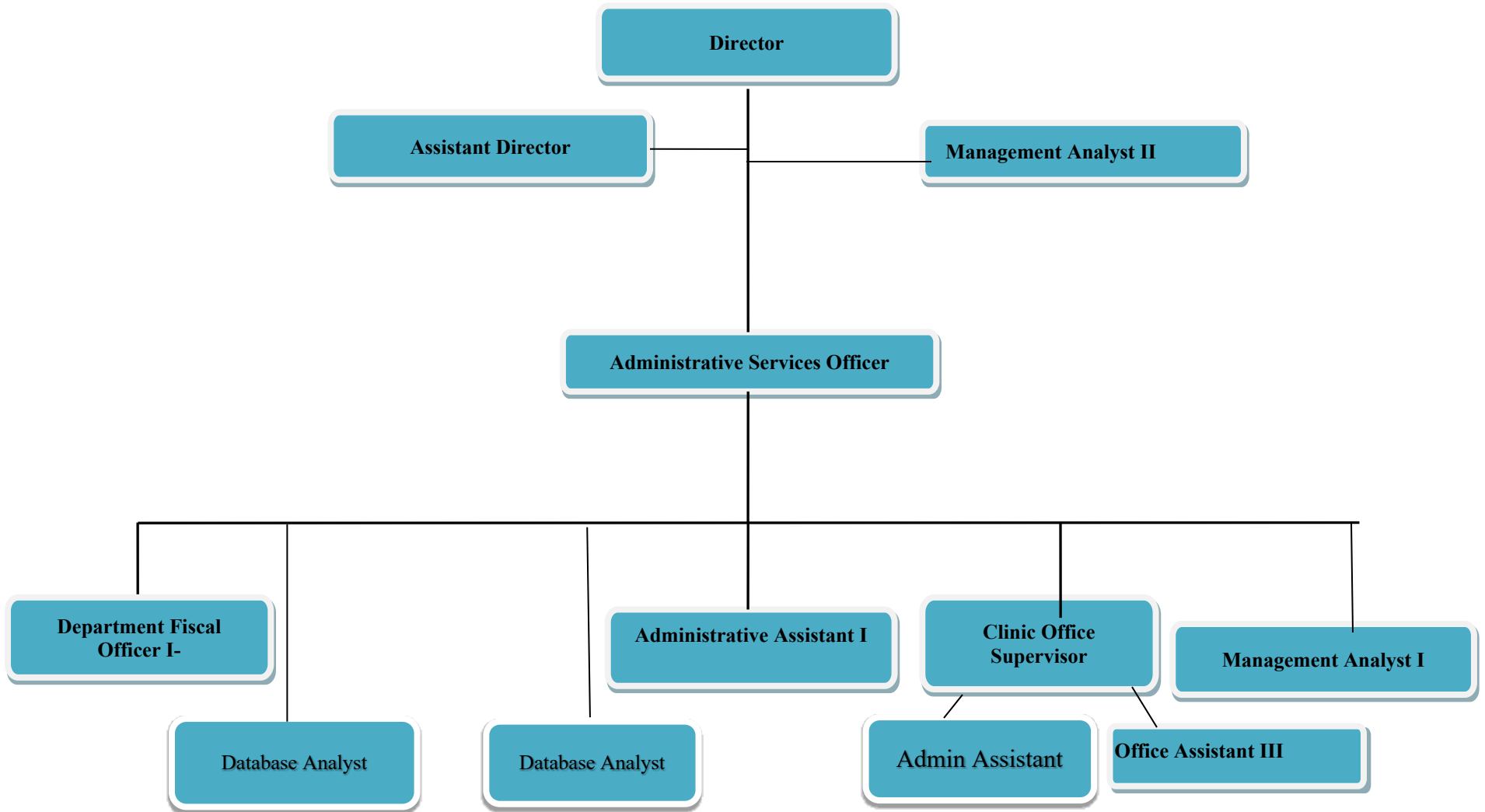
ATTEST:

Clerk, Board of Supervisors

Approved as to form:


Sara James, Attorney
County Counsel's Office

Administrative and Fiscal



PUBLIC HEALTH DATABASE ANALYST

DEFINITION

Under general supervision, create and maintain data storage; assess database design; develop and maintain database documentation; maintain data security; gather, organize, analyze, and interpret statistical information; compile and interpret data from varied sources to inform decision-making and quality improvement.

DISTINGUISHING CHARACTERISTICS

This position has primary responsibility for creating and maintaining public health databases, including secure storage of protected health information. Provides support for a wide range of public health programs and projects, including epidemiology, disease surveillance, performance management, and quality improvement.

REPORTS TO

Department head or as otherwise directed by department head.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

PUBLIC HEALTH DATABASE ANALYST - 2

EXAMPLES OF DUTIES

- Plans and oversees database development, maintenance, and modification efforts to address business, staff, and public health reporting needs.
- Performs professional level data analysis in support of assigned data needs, quality improvement and performance outcomes.
- Design and participate in the modification of existing or implementation of new systems, databases, data collection tools, data analytics and other strategies that optimize business or data efficiency and quality.
- Review systems and program data for functionality, security, efficient, and accurate data. Ensures all necessary assessment and performance measures are submitted in a timely manner.
- Performs regularly scheduled backup and recovery. Monitors and evaluates the efficiency and effectiveness of data for all public health records, software and systems, and procedures to identify opportunities for improvement based on data collected and analyzed.
- Prepares reports for management and staff.
- Coordinates and shares information and resources (data, communications, hardware, and software), avoiding duplication of efforts and resources, minimizing inconsistencies, reducing burden on the participants, and developing and deploying strategies that are cost effective and improve utilization and efficiencies, cultural competencies, and other related measures.
- Provides training to all relevant personnel on forms, procedures and reporting from database.
- Acts as a resource person for users by answering questions and resolving problems related to the use, application, and operation of public health systems.
- Ensure that database projects are completed within set time limits and within estimated budget costs.
- Create statistical and data quality reports for use in program development, implementation, and improvement; designs and produces related charts, tables, and graphs.
- Consult and collaborate with program specialists and staff to develop tools for system related training.
- Compliance with State and Federal reporting guidelines and ensure compliance with all Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Submission of reporting requirements for each assigned program area.
- Participation in community events and agency initiatives.
- Other duties as assigned.

PUBLIC HEALTH DATABASE ANALYST - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye hand coordination; lift and move objects weighing up to twenty-five (25) pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, and copiers.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous use of computers and electronic equipment; regular contact with staff.

DESIREABLE QUALIFICATIONS

Knowledge of:

- Working knowledge of Database design, construction, and maintenance methods in coordination with the County Information Technology Department.
- Working knowledge of principles and practices used in the analysis and development of procedures associated with database.
- Data oriented programming languages and software for data analysis, reporting methods, techniques, and procedures.
- Data management best practices and database applications.
- Federal and state laws governing use of protected health information.
- Legal requirements related to public records requests in coordination with County Counsel.
- Desktop and network operating systems, intranet and internet.
- Statistical methods for descriptive analysis and inference.
- Principles and methods of graphical data display.
- Current trends in computer science, hardware, and software.
- Sources of health and population data.
- Modern office practices, methods, equipment, and software
- Desktop and network operating systems.
- Electronic health records software and systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- HIPAA and CFR 42 requirements for health information and technology.

Ability to:

- Work effectively as part of a multidisciplinary team.
- Communicate effectively in writing and orally.
- Analyze, interpret, identify, and resolve problems in an effective manner.
- Exercise organizational skills and attention to detail.

PUBLIC HEALTH DATABASE ANALYST - 4

Ability to – continued:

- Learn and apply emerging technologies.
- Be flexible and adaptable to continually changing demands or situations.
- Research and analyze information from a variety of sources. Prepare clear, concise reports and accurate program documentation and user procedures.
- Maintain confidentiality of materials and use discretion in sensitive situations.
- Comply with all HIPAA rules and regulations.

TRAINING AND EXPERIENCE:

Required Qualifications are:

Graduation from an accredited college or university with a bachelor's degree, in Computer Science, Informatics, Biostatistics, Mathematics, or related field.

OR

Graduation from an accredited college or university with an associate degree in another closely related field,

AND

two (2) years of professional experience in data management, administration, analysis, or another related field.

OR

Four (4) years of professional experience in data management, administration, analysis, or another related field.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California 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.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Database Analyst / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Database Analysts are the workforce for administrative services, which supports the operations unit of the Department.
- Why is it critical that this position be filled at this time?
Database Analysts provide consistent support for the Department, and a prolonged vacancy can negatively impact the performance of the Department
- How long has the position been vacant?
Until recently this position has been filled by extra help.
- 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? **There will be no impact to any County department**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY19/20 = \$1410,133 FY20/21 = \$1,421,255 FY22/23=1,460,397



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize supplemental budget transfer of \$70,000 from General Fund to Facility Services dept #20120-527802 - Electric Charges to cover the over-budget costs due to a substantial increase in electricity costs; approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

Approve and authorize supplemental budget transfer of \$70,000 from General Fund to Facility Services dept #20120-527802 - Electric Charges to cover the over-budget costs due to a substantial increase in electricity costs.

Background and Discussion:

Electricity costs have substantially increased this fiscal year over last fiscal year and this department neglected to budget for such steeply rising costs. The Facility Services Department's main budget pays for electricity usage at the following county facilities: Courthouse, Courthouse Annex, Permit Center, Human Resources/Risk Dept building, Facility Services Admin building, Chester Complex, Dame Shirley Plaza (lights & sprinkler system), old Portola Courthouse, and the Jim Beckwith Cabin. Last fiscal year at this time, electricity charges were \$217,324. This fiscal year, electricity charges are \$267,872; an increased difference of \$50,548. Currently, there is \$27,127 remaining in the budget for these costs which is quite insufficient to cover the costs remaining for this fiscal year.

Action:

Approve and authorize supplemental budget transfer of \$70,000 from General Fund to Facility Services dept #20120-527802 - Electric Charges to cover the over-budget costs due to a substantial increase in electricity costs.

Fiscal Impact:

Direct cost to General Fund.

Attachments:

1. Supp. Budget Transfer Request - 20120-527802

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Facility Services Dept. No: 20120 Date 3/25/2024

The reason for this request is (check one):

- | | | | |
|----|-------------------------------------|---|---------|
| A. | <input type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Board |
| B. | <input checked="" type="checkbox"/> | Supplemental Budgets (including budget reductions) | Board |
| C. | <input type="checkbox"/> | Transfers to/from or new Fixed Asset, within a 51XXX | Board |
| D. | <input type="checkbox"/> | Transfer within Department, except fixed assets | Auditor |
| E. | <input type="checkbox"/> | Establish any new account except fixed assets | Auditor |

Approval Required

☐ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001			GENERAL FUND	70,000.00
Total (must equal transfer to total)				70,000.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20120	527802	ELECTRIC CHARGES	70,000.00
Total (must equal transfer to total)				70,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Electric charges are far exceeding estimated budget. Need BT from GF to fund the budget for the remainder of the FY.

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

B. M. McAdams

X

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Madeha

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Robert McAdams, Department Fiscal Officer II
MEETING DATE: April 16, 2024
SUBJECT: Adopt **RESOLUTION** authorizing the Director of Airports or the County Administrative Officer to sign ground leases for Plumas County's Airports in Quincy, Chester, and Beckwourth; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** authorizing the Director of Airports or the County Administrative Officer to sign ground leases for Plumas County's Airports in Quincy, Chester, and Beckwourth.

Background and Discussion:

This resolution is simply to provide the County Administrative Officer the authority to sign and fully execute ground leases for Plumas County's airports in the absence of the Director of Airports.

Action:

Adopt **RESOLUTION** authorizing the Director of Airports or the County Administrative Officer to sign ground leases for Plumas County's Airports in Quincy, Chester, and Beckwourth.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Airports Ground Lease Resolution

RESOLUTION NO.

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
DIRECTOR OF AIRPORTS OR COUNTY ADMINISTRATIVE OFFICER TO SIGN GROUND
LEASES FOR PLUMAS COUNTY'S AIRPORTS IN QUINCY, CHESTER, AND
BECKWOURTH.**

WHEREAS, Plumas County owns and operates three General Aviation Airports under the direction of the Facility Services Department and the Director of the Plumas County Facilities and Airports Department has the responsibility to oversee the maintenance and management of Plumas County's airports.

WHEREAS, Plumas County offers ground leases at its airports for hangars to be erected; ground-spaces at its airports for commercial aeronautical operations as well as emergency aeronautical and equipment staging operations; and,

WHEREAS, Plumas County receives revenue based on the square-footage of the ground which has been leased,

WHEREAS, Plumas County's Director of Airports is involved in the maintenance of ground spaces as well as collections of rents from these properties and is well-positioned to oversee the negotiation, signing, and execution of all ground leases at the Plumas County airports.

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

1. Authorizes the Director of Airports, or in their absence the County Administrative Officer, to sign and fully execute all ground leases at Plumas County's Airports, retroactively and current.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 16th day of April 2024, and the resolution was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:

Joshua Bryantel, Attorney
County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: April 16, 2024

SUBJECT: Adopt **RESOLUTION** Plumas County Sheriff's Office Hiring Incentive Signing Bonus Agreement for Correctional Officer I/II; (General Fund Impact) as requested in (FY24/25 budget [70380 / 51000]); approved as to form by County Counsel. Roll call vote

Recommendation:

Adopt **RESOLUTION** Plumas County Sheriff's Office Hiring Incentive Signing Bonus Agreement for Correctional Officer I/II; (General Fund Impact) as requested in (FY24/25 budget (70380 / 51000)); approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

The Plumas County Board of Supervisors authorizes a temporary law enforcement hiring bonus program to be in effect from May 1, 2024, to April 30, 2025, consisting of hiring bonus payments for the Correctional Officer I/II classifications.

Action:

Adopt **RESOLUTION** Plumas County Sheriff's Office Hiring Incentive Signing Bonus Agreement for Correctional Officer I/II; (General Fund Impact) as requested in (FY24/25 budget (70380 / 51000)); approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

General Fund Impact.

Attachments:

1. 24-198 Res FINAL
2. 24-198 Master

RESOLUTON NO. 24-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING PLUMAS COUNTY SHERIFF'S OFFICE HIRING BONUS INCENTIVE.

WHEREAS, recruitment and retention for Correctional Officer positions across the county has been an ongoing challenge for several years; and,

WHEREAS, the Plumas County SEA endorses the adoption of a hiring bonus for correction officers

WHEREAS, several local law enforcement agencies including local comparator agencies in Northern California have recently implemented recruitment and retention incentives such as hiring bonuses to attract applicants and maintain public safety staffing at required levels; and

WHEREAS, this problem is exacerbated by the need to hire and train additional staff in order to open and operate the new correctional facility that is on schedule to be to be completed and occupied within the next 6 months

WHEREAS, innovative recruitment incentives such as hiring bonuses have become one of the latest tools being used by law enforcement agencies to enhance recruitment efforts of new hires and lateral hires from other agencies; and

WHEREAS, the County places the safety and security of its residents as its main priority.

NOW, THEREFORE, BE IT RESOLVED:

The Plumas County Board of Supervisors authorizes a temporary law enforcement hiring bonus program to be in effect from May 01, 2024, to April 30, 2025 consisting of hiring bonus payments for the Correctional Officer I/II classifications in the following amounts:

1. One-fourth, (1/4), \$2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and,
One-fourth, (1/4), \$2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of a CORE academy and reaching the one-year anniversary of their first year of service; and,
One-half, (1/2), \$5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.
2. The non-pensionable hiring bonus payment shall be paid on the normal County payroll cycle at each of the milestones identified above.
3. The Board of Supervisors finds that there are several public purposes supporting this compensation, including the continued recruitment and retention of competent and skilled

government employees, maintaining the County of Plumas's position in the competitive labor market, efficiency of service provision, and the avoidance of potential labor disputes.

4. The Board of Supervisors authorizes the Human Resources Director to resolve any conflict regarding eligibility, disagreement with terms, payment timing or other applicable issues related to this temporary program.
5. The temporary hiring bonus program shall be in effect until April 30, 2025 at which time it will be revisited by the parties.
6. The County shall attempt to recover any bonuses paid for those employees who leave county employment prior to reaching the defined payment milestone. Specific procedures shall be outlined with an agreement signed by the employee prior to receiving any bonus.
7. The resolution shall not be precedent setting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, CALIFORNIA, THAT THIS Board declares that the Plumas County Sheriff's Office Hiring Bonus Incentive be adopted.

RESOLVED, FURTHER, that the Hiring Bonus Incentive Agreement in "Attachment A" be used as a valid and honored agreement between a newly hired employee and the County of Plumas.

Passed and Adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the April 16, 2024, by the following Votes:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood
Chair, Board of Supervisors

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

Todd Johns

SHERIFF/CORONER/O.E.S. DIRECTOR

PLUMAS COUNTY SHERIFF'S OFFICE HIRING INCENTIVE SIGNING BONUS AGREEMENT FOR CORRECTIONAL OFFICER I/II

This Hiring Incentive Agreement, ("Agreement") is made between the COUNTY OF PLUMAS, ("County"), acting through the Plumas County Sheriff's Office, and ****NAME****, ("Employee"), in accordance with the Sheriff's Office Hiring Bonus Incentive Pilot Program.

WHEREAS, Employee begins employment as a newly hired Correctional Officer I/II employee in the Plumas County Sheriff's Office ("Sheriff's Office") who meets the County requirements for that position.

WHEREAS, the County wishes to bestow upon employee a signing bonus, ("signing bonus") to accept employment at County and remain satisfactorily employed in the Sheriff's Office as a Correctional Officer for at least two full years;

WHEREFORE, County and Employee agree to the following terms:

1. The Sheriff's Office agrees to bestow upon employee the amount of **\$10,000.00** as a signing bonus following Employee's acceptance of the County's offer to employment, and execution of this agreement, and commencement of employment. The amount shall be paid directly to Employee on Employee's paycheck as follows:
 - One-fourth, (1/4), \$2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and,
 - One-fourth, (1/4), \$2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of a CORE academy and reaching the one-year anniversary of their first year of service; and,
 - One-half, (1/2), \$5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.
2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law.

Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee's form W-2. Unless otherwise required by law, the signing bonus is not considered "salary" and shall not be included for the purposes of retirement benefit calculations or salary increases.

3. Employee understands that satisfactory performance and all required training, probationary period, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.
4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the Plumas County Sheriff's Office as a Correctional Officer on an allocated full-time basis for at least two years beginning on *DATE*, and ending on *DATE*. Should Employee voluntarily fail to remain employed with the Sheriff's Office as a Correctional Officer before the above-referenced date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year, (365 day) (without reduction of any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1.
5. Employee's voluntary failure to remain employed by the Plumas County Sheriff's Office as a Correctional Officer for two years, or the termination of the Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger the Employee's duty to repay the amount of the signing bonus pursuant to Article 4 of this agreement and shall result in a forfeiture of the right to receive the remainder of any future payments provided in Article 1. (This amount may be more than the employee received due to tax or other withholdings). Employee agrees to pay the County all sums owed under Article 4 of this agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Plumas" and delivered to the Plumas County Sheriff's Office, 1400 East Main Street, Quincy, CA. 95971.
6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.
7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees Employee any right to continued employment. Employee understands that as a Sheriff's Office employee, Employee is bound by all County rules and

procedures, Plumas County Sheriff Office Employee Association, (PCSEA) Memorandum of Understanding, (MOU), Plumas County Sheriff's Office Policy and Procedures that relate to Sheriff's Office personnel, which are in effect during employment with the County. Employee also understands that retirement and other benefits Employee may be eligible for will be determined by any such policies and MOU's, in addition to any applicable legal statutes or ordinances, that are in effect at the time Employee becomes eligible for such benefits. Employee recognizes that this agreement has no effect on the authority of the Sheriff to invoke disciplinary actions against the Employee.

8. Employee acknowledges that he/she/they: a) has fully read this agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently and voluntarily.
9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that he/she/they will be held to any applicable and enforceable repayment of the signing bonus.
10. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored for Employee who has worked in the capacity of a Correctional Officer for Plumas County within three (3) years of the new hiring date.
11. This Agreement constitutes the entire agreement between parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound to the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the State of California and is enforceable in the jurisdiction of Plumas County.

BY SIGNING BELOW, Employee knowingly and willingly agrees to be bound by the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date

Department Head or Designee Signature

Date

Candidate or Employee Signature



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: April 16, 2024

SUBJECT: Direction to staff for applying to the Rural Leaders for Economic Mobility Program; discussion and possible action.

Recommendation:

Direction to staff for applying to the Rural Leaders for Economic Mobility Program; discussion and possible action.

Background and Discussion:

The National Association of Counties (NACo) is partnering with the Bill & Melinda Gates Foundation to create a peer-learning opportunity for rural local leaders to advance equitable upward economic mobility to move individuals and families out of poverty. NACo will select 10 member counties, parishes or boroughs with populations of less than 50,000 to be part of the new Rural Leaders for Economic Mobility (RLEM) initiative.

Over an 18-month period, selected counties, parishes or boroughs will receive virtual and in-person learning opportunities to foster economic development and reduce poverty. Each applicant two-person team will designate one elected local government official from the county, parish or borough (e.g., commissioner, supervisor, police juror, county/parish executive, etc.) and one local government employee or community member who will help implement policy change (e.g., chief of staff, administrative officer, department head, nonprofit leader, community college president, industry leader, etc.).

RLEM members will convene in member counties to discuss strategies for creating rural prosperity, addressing subjects such as housing; land use; broadband access; residential, commercial and community infrastructure; workforce development; and rural entrepreneurship. Cohort members will learn from peers and experts on proven strategies to create equitable economic opportunity in rural America, receive technical assistance for policy and program implementation, receive travel funds to participate in all in-person activities and be awarded a \$50,000 subgrant to support implementation and integration of data and evidence-based policies into local government decision-making.

Plumas County staff would like direction on applying for this program and direction in the selection of participants.

Action:

Direction to staff for applying to the Rural Leaders for Economic Mobility Program; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. RLEM Application_V4_March 2024



RURAL LEADERS FOR ECONOMIC MOBILITY COHORT

APPLICATION AND INFORMATION SHEET

The National Association of Counties (NACo) is partnering with the Bill & Melinda Gates Foundation to create a peer-learning opportunity for rural local leaders to advance equitable upward economic mobility to move individuals and families out of poverty. **NACo will select 10 member counties, parishes or boroughs with populations of less than 50,000 to be part of the new Rural Leaders for Economic Mobility (RLEM) initiative.**

Over an 18-month period, selected counties, parishes or boroughs will receive virtual and in-person learning opportunities to foster economic development and reduce poverty. Each applicant two-person team will designate one elected local government official from the county, parish or borough (e.g., commissioner, supervisor, police juror, county/parish executive, etc.) and one local government employee or community member who will help implement policy change (e.g., chief of staff, administrative officer, department head, nonprofit leader, community college president, industry leader, etc.).

RLEM members will convene in member counties to discuss strategies for creating rural prosperity, addressing subjects such as housing; land use; broadband access; residential, commercial and community infrastructure; workforce development; and rural entrepreneurship. Cohort members will learn from peers and experts on proven strategies to create equitable economic opportunity in rural America, receive technical assistance for policy and program implementation, receive travel funds to participate in all in-person activities and be awarded a \$50,000 subgrant to support implementation and integration of data and evidence-based policies into local government decision-making.

IMPORTANT DATES AND DEADLINES

Open Call for Applications: Thursday, March 21, 2024

Application Information Session: Wednesday, April 3, 2024, 3:00 p.m. ET

Application Deadline: Monday, April 22, 2024, 11:59 p.m. ET

Announcement of Selected Teams: May 2024

Kick-Off Webinar with Selected Teams: Thursday, June 6, 2024, 2:00-4:00 p.m. ET (required attendance)

NACo 2024 Annual Conference: Tampa, Hillsborough County, Fla., July 12-15, 2024 (required attendance, travel funding and registration fee provided)

NACo 2025 Annual Conference: City and County of Philadelphia, Pa., July 11-14, 2025 (required attendance, travel funding and registration fee provided)

Duration of the Action Challenge Program: 18 months

PROGRAM INFORMATION

What is Rural Leaders for Economic Mobility?

With the support of the Bill & Melinda Gates Foundation, the Rural Leaders for Economic Mobility (RLEM) initiative is a knowledge-sharing peer learning network that will empower local government leaders and partners from 10 low-population counties, parishes or boroughs to use reliable and localized data and best practices to develop equitable economic opportunity that moves individuals and families out of poverty. The National Association of Counties (NACo) has partnered with Results for America, the Urban Institute and Opportunity Insights to develop educational programming and provide community coaching support. RLEM members will participate in in-person and virtual learning activities and receive travel funding to support their participation. RLEM members will also receive \$50,000 grants to their local governments.

How does NACo approach Economic Mobility?

Since 2018, NACo has partnered with the Bill & Melinda Gates Foundation to advance upward economic mobility in America's counties. Local governments play an instrumental role in building the economic resilience and vitality of communities and supporting the economic wellbeing of all our residents.

Policy areas that advance upward economic mobility include community improvements like quality housing supply and safe neighborhoods; services like public health programs, early childhood education and workforce development training for jobseekers; and connectivity to the marketplace through technology, infrastructure and information support. Local government leaders are uniquely positioned as changemakers through local authorities, partnerships and resource allocation to have a direct impact on each of these and more.

In the United States, economic mobility is centered on the goal that each generation can achieve greater financial well-being than the previous one. In recent decades, this goal has become harder to reach. According to Opportunity Insights, only about half of Americans born since 1980 go on to earn more than their parents did. Using evidence-based economic development strategies, local government leaders can reverse this trend and help move Americans out of poverty and achieve well-being for themselves and their families.

Who should apply?

RLEM aims to support counties, parishes and boroughs that have limited technical and staffing resources but who are deeply committed to building stronger and more resilient economies in their communities. Applications should be submitted jointly by a two-member team from NACo member counties, parishes and boroughs with fewer than 50,000 people. Applications must identify both proposed team participants. One team member must be an elected county, parish or borough official (e.g., commissioner, supervisor, police juror, county/parish executive, council/assembly member, etc.) and one team member must be a local government employee or non-governmental community member who will help implement policy change (e.g., chief of staff, administrative officer, department head, nonprofit leader, community college president, industry leader, etc.).

What will RLEM members do?

Selected teams will participate in and receive the following activities, which are required for all participants:

- Monthly virtual meetings with RLEM members, NACo staff and subject-matter experts to learn best practices and share strategies.
- Three three-day in-person peer exchange convenings in a host RLEM member location (to be selected through mutual agreement and coordination). Each convening will focus on an example of working toward upward economic mobility in rural areas (e.g. housing, workforce development, etc.), with travel funding provided.
- Two RLEM member workshops on rural development at NACo's Annual Conferences in 2024 (Tampa, Hillsborough County, Fla.) and 2025 (City and County of Philadelphia, Pa.) with registration fee and travel funding provided.
- \$50,000 subawards to their local governments to drive adoption of data-informed and community driven evidence-based policymaking.
- Training on how to use key economic mobility resources ([Results for America's Economic Mobility Catalog](#), the [Urban Institute's Upward Mobility Framework](#) and [Opportunity Insights' Opportunity Atlas](#)) to inform decision-making in rural communities.
- One capstone event at NACo's Rural Action Caucus Symposium in Fall 2025, with travel funding provided.

Will selected local governments receive funding?

Yes. Selected county, parish or borough governments (not cohort members themselves) will receive \$50,000 subawards from NACo to utilize data and evidence-based policymaking to drive upward economic mobility in their localities. RLEM members and NACo staff will co-develop work plans for use of funds with expected awards to be made in Fall 2024. Both team members will also be provided registration fees and travel funding for participation in all in-person activities, including peer exchange visits, NACo Annual Conferences and the RLEM Capstone at NACo's Rural Action Caucus Symposium.

Are there any requirements for the applicant teams?

Yes. Teams should:

- Represent counties, parishes or boroughs with a population under 50,000 people.
- Include one elected local government official.
- Include one local government staffer or community member who will help drive policy implementation.
- Commit to fully participating in monthly virtual meetings, in-person peer exchange visits (3), NACo Annual Conferences (2), and NACo's Rural Action Caucus Symposium (1).
- Commit to community engagement activities to solicit feedback and provide public information on local strategies to promote upward mobility.

How will applications be evaluated?

Applications will be evaluated based on the following criteria:

- Authority, responsibility and commitment of the applicant team members to address equitable upward economic mobility to move local residents out of poverty.
- Strength of partnership between the team members, with evidence of past joint effort or demonstrated commitment to future collaboration, if this is a new partnership.
- Clear anticipated benefit to team members to strengthen their knowledge, capacity and efficacy from participating as a member of the RLEM.
- Clear anticipated benefit to county, parish or borough to improve the economic opportunity of all residents, especially the least advantaged and historically underserved.
- Level of economic vulnerability and hardship faced by the county, parish or borough, including for historically marginalized communities.

Is there an application fee?

No.

Who will review the applications?

NACo staff will screen each application to ensure the key eligibility criteria are met. Scoring of applications will be conducted by a team of local government leaders who have participated in past NACo economic mobility projects as well as economic mobility research partners. Final selections will take into account geographic, economic and demographic diversity of the overall RLEM membership.

Will there be travel funds for selected cohort members?

Yes, registration fees and travel costs will be covered for both team members to attend all in-person activities, including peer exchange visits (dates and location to be confirmed, tentative: September 2024, April 2025, September 2025), NACo Annual Conferences (July 2024, July 2025) and RLEM Capstone at NACo's Rural Action Caucus Symposium (Fall 2025).

HOW TO PREPARE & SUBMIT YOUR APPLICATION

Application Instructions

Completed applications containing all the requested information should be emailed as a Word or PDF attachment to economicmobility@naco.org by **Monday, April 22, 11:59 p.m. ET**. Complete applications will answer the following questions:

Application Questions

1. **County, Parish or Borough Information.**
 - a. County, parish or borough name.
 - b. State.
 - c. Total Population. (Must be below 50,000)
 - d. Number of Local Government Employees.
 - e. Total local government annual budget.

2. **Describe your county, parish or borough.** Include a description of the population at large as well as any communities with unique needs, challenges or vulnerabilities. (Suggested word count: up to 300)
3. **Describe your county, parish or borough's economic conditions.** Include main industries, infrastructure, assets and any related challenges. (Suggested word count: up to 300)
4. **Describe the benefits to your county, parish or borough that your team seeks to achieve through active participation in the Rural Leaders for Economic Mobility initiative.** (Suggested word count: up to 300)
5. **Describe the benefits to each of your team members through active participation in the Rural Leaders for Economic Mobility initiative.** (Suggested word count: up to 300)
6. **Describe how your team will work on this joint effort.** Please describe how both team members will work together, including how they have or have not worked together in the past and why is this an effective pairing in order to advance economic mobility in your region. (Suggested word count: up to 300)
7. **Please list any limitations you may have that would prevent your team members from fully participating in the cohort activities,** including virtual meetings, national travel and engaging with local community stakeholders.
8. **List of Team Members.** Please provide the information below for each of your team members. Teams should have two members, one of whom must be a county, parish or borough elected official. The other team member should be a key partner for implementing economic mobility policies, programs or activities that benefit the community (e.g., local government staff, representative from nonprofit, community development organization, area business or Chamber of Commerce, philanthropic organization, educational institution, regional or local economic development organization, other critical community stakeholder).
 - a. First and Last Name.
 - b. Professional Title.
 - c. Organization Name.
 - d. Email Address.
 - e. Phone Number.
 - f. Sector the team member represents (e.g., local government, nonprofit, private sector, educational institution).
 - g. Each listed team member should answer the following questions:
 - i. Why have you chosen to be part of this initiative, and how can you contribute to the strength of the team?

- ii. How can you contribute to building a diverse team with diverse perspectives (sector of work, age, race, gender, background, experience, etc.)?
- h. Any other information important about yourself that you would like to add.

☐

Please indicate by checking this box that both listed team members are jointly submitting this application, have the support of their respective organizations to advance upward economic mobility efforts and understand and agree to the participation requirements, if selected.

If you have any questions about the application, please contact economicmobility@naco.org



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: April 16, 2024
SUBJECT: Approve and authorize supplemental budget transfer(s) of (\$300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

Approve and authorize supplemental budget transfer(s) of (\$300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Approve and authorize supplemental budget transfer(s) of (\$300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. **Four/Fifths roll call vote**

Action:

Approve and authorize supplemental budget transfer(s) of (\$300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact of \$300,000

Attachments:

1. Supplemental Budget Transfer \$300,000

TRANSFER NUMBER

Approval Required

A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

☒ **TRANSFER FROM OR**

☐ SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001			General Fund	300,000.00
Total (must equal transfer to total)				300,000.00

☐ **TRANSFER TO OR**☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	2002052	521901	Litigation	300,000.00
Total (must equal transfer to total)				300,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Cover cost of un-budgeted jail decent decree.

B) _____

C) Court ordered payment

D) _____

Approved by Department Signing Authority: _____

☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Maude Graham

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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



PLUMAS COUNTY COUNTY ADMINISTRATOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign the III Amendment to a contract agreement between Plumas County CAO and Clifton, Larson & Allen (CLA) accounting firm; effective April 16, 2024; not to exceed \$85,000; (General Fund Impact) as an out-of-budget request from General Fund (0001) ;approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign the III Amendment to a contract agreement between Plumas County CAO and Clifton, Larson & Allen (CLA) accounting firm; effective April 16, 2024; not to exceed \$85,000; (General Fund Impact) as an out-of-budget request from General Fund (0001) ;approved as to form by County Counsel.

Background and Discussion:

Clifton, Larson & Allen (CLA) have been assisting the County for nearly a year with financial clean-up and catch-up work as well as establishing budgetary processes and controls.

CLA will assist with the following project areas as time permits under the direction of the County Administrative Officer:

- Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.
- Assist with data migration and process design for transition of certain budgeting related processes and schedules into the County's newly purchased software, OpenGov.
- Assist with additional County projects and process improvements as time permits.

CLA will assist with the following project areas as time permits under the direction of the Auditor Controller:

- Assist with bank and investment general ledger reconciliations.
- Assist with additional financial close related tasks and process improvements as time permits.

Action:

Approve and authorize Chair to ratify and sign the III Amendment to a contract agreement between Plumas County CAO and Clifton, Larson & Allen (CLA) accounting firm; effective April 16, 2024; not to exceed \$85,000; (General Fund Impact) as an out-of-budget request from General Fund (0001) ;approved as to form by County Counsel.

Fiscal Impact:

General Fund impact of \$85,000.

Attachments:

1. CLA Amendment III



**Third Amendment to CLA Statement of Work
County of Plumas
Date: April 16, 2024**

This agreement constitutes a third amendment to the CLA Outsourcing Statement of Work ("SOW") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and County of Plumas ("you", "your", "County") dated March 3, 2023. Except as supplemented herein, the SOW and the first and second amendments remain in full force and effect.

This SOW amends the previous SOW between County of Plumas and CliftonLarsonAllen LLP (CLA) for outsourcing services dated March 3, 2023 as well as the amendments dated June 28, 2023 and October 10, 2023, to add the additional services and fees as described below.

1. Section 1, Scope of Professional services is amended to add the following additional services:

CLA will assist with the following project areas as time permits under the direction of the County Administrative Officer:

- Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.
- Assist with data migration and process design for transition of certain budgeting related processes and schedules into the County's newly purchased software, OpenGov.
- Assist with additional County projects and process improvements as time permits.

CLA will assist with the following as time permits under the direction of the Auditor Controller:

- Assist with bank and investment general ledger reconciliations.

2. Section 4, Fees, is amended to add the following language:

This amendment will add an additional Eighty-Five Thousand and No/100 Dollars (\$85,000.00) to the project budget. The total amount paid under this contract shall not exceed Eight Hundred and Thirteen Thousand and no/100 dollars (\$813,000).

April 16, 2024
County of Plumas
Page 2

We believe this amendment accurately summarizes the additional terms of the SOW. If you agree with the terms described in this amendment, please sign, date, and return.

CliftonLarsonAllen LLP

DocuSigned by:
By: Heather Lyons
Heather Lyons, Northern California Client Leader
4/11/2024
Date: _____

County of Plumas

By: _____
Greg Hagwood, Chair: Board of Supervisors
Date: _____

By: _____
Allen Hiskey, Clerk of the Board
Date: _____

By: Sara James
Sara James, Deputy County Counsel
Date: 4/11/24

Certificate Of Completion

Envelope Id: 9BC91EF0AACC496D8A6C7ADA0E2CE5A5
 Subject: Complete with DocuSign: Third Amendment to CLA_Clean_4-11-24.docx
 Client Name: County of Plumas
 Client Number: 000000
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Tamea Brinson
 220 S 6th St Ste 300
 Minneapolis, MN 55402-1418
 Tamea.Brinson@claconnect.com
 IP Address: 4.2.153.186

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Status: Original
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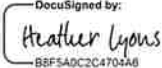
Holder: Tamea Brinson
 Tamea.Brinson@claconnect.com

Location: DocuSign

Signer Events

Heather Lyons
 heather.lyons@claconnect.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
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 Signed: 4/11/2024 12:20:29 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/11/2024 12:20:22 PM
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	4/11/2024 12:20:22 PM
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Completed	Security Checked	4/11/2024 12:20:29 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.



PLUMAS COUNTY COUNTY ADMINISTRATOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: April 16, 2024

SUBJECT: Approve and authorize supplemental budget transfer(s) of (\$85,000) from (General Fund #0001) to (General Services #20020 #521901 Litigation) to cover the over-budget costs due to Contract time ending prior to fiscal year-end; approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

Approve and authorize supplemental budget transfer(s) of (\$85,000) from (General Fund #0001) to (General Services #20020 #521901 Litigation) to cover the over-budget costs due to contract time ending prior to fiscal year-end; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Clifton, Larson & Allen (CLA) have been assisting the County for nearly a year with financial clean-up and catch-up work as well as establishing budgetary processes and controls.

CLA will assist with the following project areas as time permits under the direction of the County Administrative Officer:

- Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.
- Assist with data migration and process design for transition of certain budgeting related processes and schedules into the County's newly purchased software, OpenGov.
- Assist with additional County projects and process improvements as time permits.

CLA will assist with the following project areas as time permits under the direction of the Auditor Controller:

- Assist with bank and investment general ledger reconciliations.
- Assist with additional financial close related tasks and process improvements as time permits.

Action:

Approve and authorize supplemental budget transfer(s) of (\$85,000) from (General Fund and account #0001) to (General Services and account #521901) to cover the over-budget costs due to Contract time ending prior to fiscal year-end; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund impact of \$85,000.

Attachments:

1. Supplemental Budget Transfer \$85,000

TRANSFER NUMBER
(Auditor's Use Only)

Board
Board
Board
Auditor
Auditor

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) Unbudgeted item due to contract ending with CLA

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

Debra Lucero

☒ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Mandula

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.